



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 6

List View

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

Procurement Folder: 1772801

Procurement Type: Central Master Agreement

Vendor ID: VS0000050097

Legal Name: InterSystems Public Sector Corporation

Alias/DBA:

Total Bid: \$1,937,821.00

Response Date: 10/02/2025

Response Time: 13:22

Responded By User ID: stevemsachs

First Name: Steve

Last Name: Sachs

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Phone: 5174891032

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: MIS2600000001

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Close Date: 10/2/25

Close Time: 13:30

Status: Closed

Solicitation Description: MASTER PATIENT INDEXING SOFTWARE

Total of Header Attachments: 6

Total of All Attachments: 6



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

State of West Virginia  
Solicitation Response

<b>Proc Folder:</b> 1772801		
<b>Solicitation Description:</b> MASTER PATIENT INDEXING SOFTWARE		
<b>Proc Type:</b> Central Master Agreement		
Solicitation Closes	Solicitation Response	Version
2025-10-02 13:30	SR 0506 ESR10022500000002400	1

VENDOR
VS0000050097 InterSystems Public Sector Corporation

<b>Solicitation Number:</b>	CRFQ 0506 MIS2600000001		
<b>Total Bid:</b>	1937821	<b>Response Date:</b>	2025-10-02
		<b>Response Time:</b>	13:22:16
<b>Comments:</b>	InterSystems acknowledges receipt of the following addenda and have made the necessary revisions to our proposal, plans and/or specification, etc. Addendum Numbers Received: Addendum No. 1 InterSystems understands 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 help between Vendor's representatives and and state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding. Steve Sachs InterSystems Public Sector Corporation Thursday, October 2, 2025		

<b>FOR INFORMATION CONTACT THE BUYER</b> Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov
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Vendor Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software - user licenses/subscription	11.00000	EA	33380.550000	367186.05

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI fully supports 11 direct users while maintaining enterprise-grade scalability for broader downstream data distribution. The solution is architected to separate user access from system throughput, ensuring that downstream systems such as EHRs, registries, analytics platforms, and the Data Bridge receive accurate, real-time identity data regardless of the number of direct users. EMPI is built for high-volume performance, processing more than 100,000 patient records per day without impacting responsiveness for end users, ensuring both immediate usability and long-term scalability. The per user pricing is based upon the number of patients, which West Virginia advised is 5,500,000 during the Q&A response. A discount has been applied to the license fees. Please note delivery days is dependent upon final scoping decisions that must involve WV. Time to value is likely much sooner - please see our comprehensive response. Thank you for the opportunity to partner with you.

**Extended Description:**

4.1.1 The system must be capable of supporting 11 direct users or license subscriptions while maintaining scalable performance for broader downstream data distribution and access.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software - additional users licenses/ subscriptions	1.00000	EA	33380.550000	33380.55

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI fully supports 11 direct users while maintaining enterprise-grade scalability for broader downstream data distribution. The solution is architected to separate user access from system throughput, ensuring that downstream systems such as EHRs, registries, analytics platforms, and the Data Bridge receive accurate, real-time identity data regardless of the number of direct users. EMPI is built for high-volume performance, processing more than 100,000 patient records per day without impacting responsiveness for end users, ensuring both immediate usability and long-term scalability.

**Extended Description:**

4.1.1.1 Must provide the option to add additional users or licenses if the agency has a need. New licenses must be co-termed to current licenses so all licenses will be renewed at the same time, in accordance with the awarding year.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Software - training 11 users	11.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met.  
InterSystems will provide a minimum of five hours of no-cost training per user as part of this contract, delivered virtually during standard business hours. This training introduces users to EMPI functionality, including how to work with patient records, review potential matches, and manage day-to-day tasks. In addition, InterSystems offers a wide range of supplemental training resources, including on-demand eLearning modules, role-specific learning paths, and digital badges, enabling staff to extend their knowledge beyond the minimum requirement. For organizations seeking deeper technical expertise, InterSystems also offers an optional three-day instructor-led EMPI course (available virtually or on site), which covers advanced topics such as installation, configuration, and onboarding of data sources. This ensures that the Agency can meet the five-hour minimum training requirement at no additional cost, while retaining the flexibility to pursue more comprehensive training if desired.

**Extended Description:**

4.2.3 Vendor shall provide a minimum of five hours of free training per user, and the same training for any new user. Virtual training will be sufficient. Training instruction must be available Monday through Friday between the hours of 8:00am to 5:00pm EST.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Software - maintenance and support	11.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met.  
All InterSystems subscription licenses include comprehensive maintenance and support services as part of the contract. This coverage provides the following:  
Technical assistance through the WRC, available 24/7/365 via telephone, email, or web portal.  
Software updates, including security patches, performance improvements, and new feature releases, delivered throughout the contract term at no additional cost.  
All licenses provided under this contract will remain fully covered by maintenance and support. The Agency may renew this coverage for up to three optional one-year terms, ensuring long-term continuity of service, technical assistance, and software advancement.

**Extended Description:**

4.2.4 All licenses are to be covered by maintenance and support through the award of the contract. Maintenance and support may be renewed for up to three (3) optional one-year renewal terms.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Software - implementation	1.00000	EA	262000.000000	262000.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems offers implementation and related services through our Professional Services group. InterSystems Professional Services uses a combination of in-house resources and experienced implementation partners to deliver projects. As the prime, InterSystems provides project, technical, and architectural leadership. InterSystems adds trusted partners to deliver specific functionality and interfaces for each project.

**Extended Description:**

4.1.7 Implementation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Software - user licenses/subscription - renewal year 1	11.00000	EA	34381.960000	378201.56

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI fully supports 11 direct users while maintaining enterprise-grade scalability for broader downstream data distribution. The solution is architected to separate user access from system throughput, ensuring that downstream systems such as EHRs, registries, analytics platforms, and the Data Bridge receive accurate, real-time identity data regardless of the number of direct users. EMPI is built for high-volume performance, processing more than 100,000 patient records per day without impacting responsiveness for end users, ensuring both immediate usability and long-term scalability. Discounted pricing is based upon WV provided input of 5,500,000 patients.

**Extended Description:**

4.1.1 The system must be capable of supporting 11 direct users or license subscriptions while maintaining scalable performance for broader downstream data distribution and access.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Software - additional users licenses - renewal year 1	1.00000	EA	34381.960000	34381.96

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI provides flexible licensing options to accommodate future growth. Additional user licenses can be added at any time as Agency needs evolve. All licenses are co-termed, ensuring a common renewal date for simplified administration and predictable budgeting. This approach minimizes overhead for the State while allowing the solution to expand seamlessly as adoption increases.

**Extended Description:**

4.1.1.1 Must provide the option to add additional users or licenses if the agency has a need. New licenses must be co-termed to current licenses so all licenses will be renewed at the same time, in accordance with the awarding year.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Software - training - renewal year 1 per new user	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems will provide a minimum of five hours of no-cost training per user as part of this contract, delivered virtually during standard business hours. This training introduces users to EMPI functionality, including how to work with patient records, review potential matches, and manage day-to-day tasks. In addition, InterSystems offers a wide range of supplemental training resources, including on-demand eLearning modules, role-specific learning paths, and digital badges, enabling staff to extend their knowledge beyond the minimum requirement. For organizations seeking deeper technical expertise, InterSystems also offers an optional three-day instructor-led EMPI course (available virtually or on site), which covers advanced topics such as installation, configuration, and onboarding of data sources. This ensures that the Agency can meet the five-hour minimum training requirement at no additional cost, while retaining the flexibility to pursue more comprehensive training if desired.

**Extended Description:**

4.2.3 Vendor shall provide a minimum of five hours of free training per user, and the same training for any new user. Virtual training will be sufficient. Training instruction must be available Monday through Friday between the hours of 8:00am to 5:00pm EST.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Software - maintenance & support - ea user renewal year 1	11.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. All InterSystems subscription licenses include comprehensive maintenance and support services as part of the contract. This coverage provides the following:  
Technical assistance through the WRC, available 24/7/365 via telephone, email, or web portal.  
Software updates, including security patches, performance improvements, and new feature releases, delivered throughout the contract term at no additional cost.  
All licenses provided under this contract will remain fully covered by maintenance and support. The Agency may renew this coverage for up to three optional one-year terms, ensuring long-term continuity of service, technical assistance, and software advancement.

**Extended Description:**

4.2.4 All licenses are to be covered by maintenance and support through the award of the contract. Maintenance and support may be renewed for up to three (3) optional one-year renewal terms.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Software - user licenses/subscription Renewal Yr. 2	11.00000	EA	35413.420000	389547.62

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI fully supports 11 direct users while maintaining enterprise-grade scalability for broader downstream data distribution. The solution is architected to separate user access from system throughput, ensuring that downstream systems such as EHRs, registries, analytics platforms, and the Data Bridge receive accurate, real-time identity data regardless of the number of direct users. EMPI is built for high-volume performance, processing more than 100,000 patient records per day without impacting responsiveness for end users, ensuring both immediate usability and long-term scalability.  
Discounted pricing is based upon WV provided input of 5,500,000 patients.

**Extended Description:**

4.1.1 The system must be capable of supporting 11 direct users or license subscriptions while maintaining scalable performance for broader downstream data distribution and access.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Software - additional users licenses/ subscriptions-Ren. Yr 2	1.00000	EA	35413.420000	35413.42

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI provides flexible licensing options to accommodate future growth. Additional user licenses can be added at any time as Agency needs evolve. All licenses are co-termed, ensuring a common renewal date for simplified administration and predictable budgeting. This approach minimizes overhead for the State while allowing the solution to expand seamlessly as adoption increases.

**Extended Description:**

4.1.1.1 Must provide the option to add additional users or licenses if the agency has a need. New licenses must be co-termed to current licenses so all licenses will be renewed at the same time, in accordance with the awarding year.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Software - training - renewal year 2 per new user	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems will provide a minimum of five hours of no-cost training per user as part of this contract, delivered virtually during standard business hours. This training introduces users to EMPI functionality, including how to work with patient records, review potential matches, and manage day-to-day tasks. In addition, InterSystems offers a wide range of supplemental training resources, including on-demand eLearning modules, role-specific learning paths, and digital badges, enabling staff to extend their knowledge beyond the minimum requirement. For organizations seeking deeper technical expertise, InterSystems also offers an optional three-day instructor-led EMPI course (available virtually or on site), which covers advanced topics such as installation, configuration, and onboarding of data sources. This ensures that the Agency can meet the five-hour minimum training requirement at no additional cost, while retaining the flexibility to pursue more comprehensive training if desired.

**Extended Description:**

4.2.3 Vendor shall provide a minimum of five hours of free training per user, and the same training for any new user. Virtual training will be sufficient. Training instruction must be available Monday through Friday between the hours of 8:00am to 5:00pm EST.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Software - maintenance and support-Renewal Yr. 2	11.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. All InterSystems subscription licenses include comprehensive maintenance and support services as part of the contract. This coverage provides the following:  
Technical assistance through the WRC, available 24/7/365 via telephone, email, or web portal.  
Software updates, including security patches, performance improvements, and new feature releases, delivered throughout the contract term at no additional cost.  
All licenses provided under this contract will remain fully covered by maintenance and support. The Agency may renew this coverage for up to three optional one-year terms, ensuring long-term continuity of service, technical assistance, and software advancement.

**Extended Description:**

4.2.4 All licenses are to be covered by maintenance and support through the award of the contract. Maintenance and support may be renewed for up to three (3) optional one-year renewal terms.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Software - user licenses/subscription Renewal Yr. 3	11.00000	EA	36475.820000	401234.02

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI fully supports 11 direct users while maintaining enterprise-grade scalability for broader downstream data distribution. The solution is architected to separate user access from system throughput, ensuring that downstream systems such as EHRs, registries, analytics platforms, and the Data Bridge receive accurate, real-time identity data regardless of the number of direct users. EMPI is built for high-volume performance, processing more than 100,000 patient records per day without impacting responsiveness for end users, ensuring both immediate usability and long-term scalability.

**Extended Description:**

4.1.1 The system must be capable of supporting 11 direct users or license subscriptions while maintaining scalable performance for broader downstream data distribution and access.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Software - additional users licenses/subscriptions-Ren. Yr 3	1.00000	EA	36475.820000	36475.82

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems EMPI provides flexible licensing options to accommodate future growth. Additional user licenses can be added at any time as Agency needs evolve. All licenses are co-termed, ensuring a common renewal date for simplified administration and predictable budgeting. This approach minimizes overhead for the State while allowing the solution to expand seamlessly as adoption increases.



Extended Description:

4.1.1.1 Must provide the option to add additional users or licenses if the agency has a need. New licenses must be co-termed to current licenses so all licenses will be renewed at the same time, in accordance with the awarding year.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Software - training - renewal year 3 per new user	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. InterSystems will provide a minimum of five hours of no-cost training per user as part of this contract, delivered virtually during standard business hours. This training introduces users to EMPI functionality, including how to work with patient records, review potential matches, and manage day-to-day tasks. In addition, InterSystems offers a wide range of supplemental training resources, including on-demand eLearning modules, role-specific learning paths, and digital badges, enabling staff to extend their knowledge beyond the minimum requirement. For organizations seeking deeper technical expertise, InterSystems also offers an optional three-day instructor-led EMPI course (available virtually or on site), which covers advanced topics such as installation, configuration, and onboarding of data sources. This ensures that the Agency can meet the five-hour minimum training requirement at no additional cost, while retaining the flexibility to pursue more comprehensive training if desired.

Extended Description:

4.2.3 Vendor shall provide a minimum of five hours of free training per user, and the same training for any new user. Virtual training will be sufficient. Training instruction must be available Monday through Friday between the hours of 8:00am to 5:00pm EST.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Software - maintenance and support- Renewal Yr. 3	11.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

**Commodity Line Comments:** This requirement is met. All InterSystems subscription licenses include comprehensive maintenance and support services as part of the contract. This coverage provides the following:  
Technical assistance through the WRC, available 24/7/365 via telephone, email, or web portal.  
Software updates, including security patches, performance improvements, and new feature releases, delivered throughout the contract term at no additional cost.  
All licenses provided under this contract will remain fully covered by maintenance and support. The Agency may renew this coverage for up to three optional one-year terms, ensuring long-term continuity of service, technical assistance, and software advancement.

Extended Description:

4.2.4 All licenses are to be covered by maintenance and support through the award of the contract. Maintenance and support may be renewed for up to three (3) optional one-year renewal terms.

InterSystems HealthShare® is a health informatics platform that provides advanced technology for strategic interoperability and analytics for action within a single facility or across a local, regional or national healthcare system.

## HealthShare Products

The HealthShare product family includes Solution and Add-On products.

HealthShare Solution products provide configurable, ready-to-use solutions for the entire continuum of care.

**HealthShare Unified Care Record** provides comprehensive interoperability and shared patient record capabilities using standard protocols and documents formats. It includes composite health record, terminology, clinical message delivery, consent management, and clinician viewer capabilities.

**InterSystems EMPI** is an enterprise master person index designed to manage a master list of patients and their demographics. It includes Referential Matching, a Runtime Service powered by LexisNexis®'s LexID®. Referential Matching is currently available for customers in the United States. [InterSystems EMPI was previously known as HealthShare Patient Index.]

**HealthShare Provider Directory** is a comprehensive master data management solution for information about healthcare organizations and individuals.

**HealthShare Personal Community** is a comprehensive patient engagement solution based on the full range of HealthShare interoperability technologies. [Prerequisite: HealthShare Unified Care Record]

**HealthShare Health Connect** is a comprehensive interoperability platform for message-based integration using standards such as HL7, IHE, FHIR, ASTM, and DICOM.

**HealthShare Health Insight** adds data aggregation, data conditioning and analytic capabilities. [Prerequisite: HealthShare Unified Care Record]

**HealthShare Care Community** is a FHIR®-enabled care management software solution that enables care teams – from patients and physicians to care managers and home health workers – to create and share comprehensive care plans.

HealthShare Solution products may *not* be used to build or run custom applications nor used outside their defined functional scope.

HealthShare Add-On products are available to extend the capabilities of HealthShare Solution products.

**HealthShare Spine Mini Services Provider** simplifies access to selected capabilities of the NHS Spine Transaction Messaging Service, based on standards specified by the UK Department of Health. Spine Mini Services can be added on to HealthShare Unified Care Record, Patient Index, or Health Connect.

**HealthShare Health Connect FHIR Repository** provides optimized storage and management of Fast Health Interoperability Resources. FHIR Repository can be added on to Health Connect.

## Analytics

InterSystems DeepSee real-time analytics technology is included with a number of HealthShare products.

With Unified Care Record and Health Connect, DeepSee can be used to create and view dashboards based on any message data processed via HealthShare.

With Health Insight, the full range of DeepSee capabilities can be used with any data accessible via Health Insight's integral health analytics data model, which can be customized to include additional sources and data types.

## Types of Licenses

HealthShare products are licensed as either a Paid-up license or on a subscription basis (both are referred to as "Licenses").

A "**Subscription License**" does not have a specified term and includes the right to use the software and to receive InterSystems Software Updates and Technical Assistance.

A "**Paid-up License**" has a term of 30 years. Software Updates and Technical Assistance must be purchased separately.

A License may be granted to an End User for internal use; when granted through a Partner, such internal use shall be limited to that Partner's application. A License may be granted to a Partner for that Partner to operate its application or solution.

## License Size

HealthShare Licenses are sized using two metrics: Instances and Health License Units (HLUs).

**Instances.** The Instance metric specifies the maximum number of Instances of HealthShare software operated by an End User. Every software Instance (production as well as non-production) counts, even if multiple Instances are operated on the same computer. At least one Instance is required for each HealthShare product used by the End User. Separate Instances are not needed for Spine Mini Services Provider or Health Connect FHIR Repository, which operate on underlying Instances of other HealthShare products.

Instances used solely for system configuration, development, testing and training are considered non-production and are available at a 75% discount. All other Instances, including those used for mirroring, failover, and disaster recovery, are considered to be production and are available at standard HealthShare Instance pricing.

**HealthShare Health License Units.** HLUs are usually based on the size and scope of the End User's healthcare operations and are not tied to specific servers or Instances. HLUs may be based on the overall scope of the End User's organization or restricted to use by specific facilities, lines of business, or other readily delineated portions of the overall organization. The metrics used to calculate HLUs are determined by the product and organization type. Example metrics include beds, visits, participants, patients, and connections. For Spine Mini Services, Health Connect FHIR Repository, and Health Insight, the HLU metric of the underlying HealthShare product is used.

## Upgrades and Transfers

**Upgrades.** If the End User's usage of a HealthShare product changes, an upgrade to a larger HLU or Instance count may be required. A Paid-up or Subscription License can be upgraded to a larger Instance or HLU count by paying the difference in License, Subscription, Software Update, and/or Technical Assistance Fees between the two Licenses, based on the prices and policies at the time of the upgrade. A Subscription License can be downgraded to a smaller HLU or Instance count, but a Paid-up License cannot be downgraded.

**Transfers.** Licenses for HealthShare products are Platform-Independent and, provided that they are covered by an active Subscription License or by Software Updates, can be transferred at no charge to any other supported platform.

**Requirements for Partners.** A Partner can upgrade a License granted to an End User, provided that (a) Product Support is provided for such License at the time of the upgrade and (b) the Partner sold the original License to the End User. Any such upgraded License shall carry the same restrictions as the original License.

## Product Support

InterSystems offers two types of Product Support: Software Updates and Technical Assistance.

The **Software Updates** program provides free updates to new software versions.

The **Technical Assistance** program provides assistance via telephone, fax, or email for problem resolution during normal business hours; emergency assistance 24 hours/day, 7 days/week; and problem updates via email.

**Requirements.** Participation in the Software Updates program is a prerequisite for Technical Assistance. Product Support is only available for current releases of each product. On-site software installation is not included in Product Support or License Fees. First year Software Updates and Technical Assistance coverage is required for all new Paid-up Licenses. If any HealthShare License is covered by Software Updates or Technical Assistance, then all systems running a HealthShare product that are actively used by the End User must be covered. Software Updates and Technical Assistance charges commence seven days after shipment and 30 days' advance notice is required to terminate coverage.

**Reinstatement of Product Support.** To initiate Software Updates and Technical Assistance coverage for a Paid-up License that is not currently covered, a reinstatement fee of two times the missed fees (at list price using the pricing in effect at the time of the reinstatement) is charged.

The limited warranty accompanying each License does not include Software Updates or Technical Assistance coverage.

## Information Sharing

Information that is subject to privacy or security laws or regulations or to other confidentiality obligations, including, but not limited to, any personal, sensitive, or confidential information, must only be transmitted to or shared with InterSystems in accordance with (i) applicable laws, regulations and confidentiality obligations and (ii) the [InterSystems Information Sharing Terms](https://www.intersystems.com/support-learning/support/information-sharing-terms/) (<https://www.intersystems.com/support-learning/support/information-sharing-terms/>), which is available on the [InterSystems CyberSecurity](https://www.intersystems.com/CyberSecurity/) website (<https://www.intersystems.com/CyberSecurity/>). These terms and conditions ensure the appropriate protections for and the necessary safeguards

surrounding the transmission and sharing of personal, sensitive and confidential information. The failure of the Partner or End User, as the case may be, to abide by these terms and conditions will not obligate InterSystems with regard to any confidentiality or security requirements under contract or, to the extent permitted, law and Partner or End User, as the case may be, agrees to indemnify InterSystems with regard to any claims arising out of such failure.

## **U.S. Federal Government Use**

*[This clause applies to any use of the Licensed Software by any U.S. federal government entity, agency or department].*

The Licensed Software is commercial computer software and commercial computer software documentation as those terms are defined in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). The Licensed Software is for the United States federal government's end use subject to the terms and conditions of the License Agreement, which is a customary commercial license provided in accordance with FAR [48 C.F.R.] 12.211 (Technical Data) and FAR [48 C.F.R.] 12.212 (Software) and, for End Users that are Department of Defense Government Entities, DFARS [48 C.F.R.] 252.227-7015 (Technical Data – Commercial Items), DFARS [48 C.F.R.] 227.7202-1 (Commercial Computer Software or Commercial Computer Software Documentation Shall be Acquired under the Licenses Customarily Provided to the Public), DFARS [48 C.F.R.] 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), and DFARS [48 C.F.R.] 227.7202-4 (Contract Clause Governing the Government's Rights in Commercial Computer Software or Commercial Computer Software Documentation). The License Agreement is in lieu of, and supersedes, any other provisions or terms and conditions addressing the United States federal government's rights in the Licensed Software.

## **Renewals**

Unless provided otherwise in the License Agreement, Product Support and Subscription Licenses are automatically renewed each year on the anniversary of the Effective Date of the original License unless InterSystems receives notice from the Partner or the End User, as the case may be, of non-renewal no later than 30 calendar days prior to the anniversary of the Effective Date or InterSystems provides notice to the Partner or the End User, as the case may be, of non-renewal no later than 120 calendar days prior to the anniversary of the Effective Date.

## **License Agreement**

InterSystems HealthShare products and support are offered and made available pursuant to a License Agreement, which incorporate these terms by reference. The License Agreement contains additional terms and conditions applicable to the licensing, use and support of InterSystems products. The type, scope, size and limitations on each HealthShare License, as well as the metric(s) used to determine Health License Units, are specified in the License Agreement. Capitalized terms used herein and not otherwise defined have the meanings set forth in the License Agreement. Software is delivered with a license key that restricts the size and scope of the License. The license key may not be copied nor may the restrictions contained therein be circumvented in any way without the express written permission of InterSystems.

## **Pre-Release and User-Specific Software**

InterSystems may make field test or other pre-release versions of its software products available from time to time. In addition, InterSystems may develop user-specific software code during the course of providing Product Support or other services. All such pre-release and user-specific software is owned by InterSystems and shall be made available to be used by the End User on an "as

is” basis. Standard warranty and indemnification provisions do not apply and Product Support is not provided for such software.

## **Open Source and Third-Party Software**

Open source software and any third-party software or content incorporated into or shipped with the Licensed Software shall be subject to the terms and conditions applicable to such software or content, which terms and conditions are either publicly available and/or provided by InterSystems at [www.InterSystems.com/ThirdPartyProducts](http://www.InterSystems.com/ThirdPartyProducts)

## **Runtime Services**

Certain InterSystems products are available with enhanced features and functionality that are provided through runtime services (Runtime Services) offered by one or more third-parties (a Third-Party Provider) and may include the sharing of some of Customer’s data (Customer Data) with the Third-Party Provider. Some of these Runtime Services are optional add-on features and others are incorporated into the underlying Licensed Software. The details of a particular Runtime Service, the Third-Party Provider, any Customer Data shared with the Third-Party Provider, together with the terms and conditions for the use of such Runtime Service are set forth in a specification (Runtime Specification) attached to the Customer’s License Profile.

## **Regulatory Compliance**

The End User acknowledges that it is responsible for complying with all laws and regulations applicable to End User regardless of whether InterSystems assists, directs, or provides other services in connection with the implementation of InterSystems software. The End User further acknowledges that InterSystems accepts no responsibility for End User’s failure to comply with any such law or regulation.

## **Additional Charges**

InterSystems shall not be responsible for any travel expenses, wire fees, sales taxes, value added taxes, import duties, or other government-imposed charges applicable to the License and Product Support. If the customer requests that InterSystems use a billing or other service, InterSystems will pass on all fees or other charges imposed by such billing service, together with a reasonable administrative charge. Shipping terms are FOB destination, unless otherwise noted on the invoice. The Partner or End User, as the case may be, shall pay shipping and handling charges as detailed on each invoice.

## **Payment Terms**

Payment is due within 30 days of the InterSystems invoice date. Subscription License fees and Product Support fees must be paid in advance of the corresponding coverage period and are non-refundable.

## **Changes**

Subject to the provisions of the License Agreement, InterSystems may update these terms from time to time upon posting such modified terms at the same URL, provided however that InterSystems shall endeavor to notify customers (which notice may be provided by email) of pricing changes at least (a) 30 days prior to the effective date of a change in Paid-up License fees and (b) 90 days prior to the effective date of a change in the fees for Subscription Licenses and Product Support. You are encouraged to check this URL on a regular basis. Upon posting such update, these terms shall be

considered amended and restated without further action by either Party.

Notwithstanding the foregoing, InterSystems shall not materially increase your responsibilities nor materially diminish its responsibilities hereunder without providing at least 30 days' prior notice to you. Any such notice shall be sent to the Compliance Contact specified in your Profile/Order or otherwise communicated to InterSystems. If no Compliance Contact is named, then notice shall be sent to the business contact person named in the Profile/Order.

**InterSystems Corporation** – One Congress Street – Boston, MA 02114

USA Phone: +1.617.621.0600 – Fax: +1.617.494.1631 –

[www.intersystems.com](http://www.intersystems.com)

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FHIR is a registered trademark of HL7

# License Profile and Order Form

The undersigned End User is ordering the following License from the InterSystems entity identified below ("InterSystems") to use the Licensed Software identified below along with any Product Support and/or Professional Services identified below. The current size, scope and limitations of your License are reflected in this License Profile and Order Form. This License Profile and Order Form will be amended and restated by InterSystems from time to time if the scope of your License changes. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the License and Support Terms attached hereto.

**Effective Date:** xxxxxxxxxxxxxxxx

## End User Customer

Customer Name: *State of West Virginia*

Contact Person: xxxxxxxxxxxxxxxx

Address: xxxxxxxxxxxxxxxx

City: xxxxxxxxxxxx State / Province: xxxxxxxxxxxx

Zip / Post Code: xxxxxx Country: xxxxxxxxxxxx

Phone: xxxxxxxxxx Fax: xxxxxxxxxx

The following Licensed Software is licensed to you by InterSystems Corporation pursuant to the License and Support Terms attached hereto as Exhibit A. Such terms together with the Product Terms identified below and this License Profile shall constitute your license agreement with InterSystems Corporation governing your use of the Licensed Software ("License Agreement") and shall supersede any prior understandings between us as well as any purchase orders or similar documents. Your License Agreement shall also incorporate the Confidentiality Terms attached hereto as Exhibit B.

## Licensed Software

The End User hereby orders a License to use the following Licensed Software in the following size.

Product	License Size*			License Metrics
	Production Instances	Non-Production Instances**	Health License Units	
* As of the effective date of this License Profile and Order				



\*\* Non-Production Licenses may only be used for system configuration, development, testing and training. They may **not** be used for mirroring, failover, disaster recovery, sharding, reporting, analytics or any other purpose.

\*\*\* Subject to the Add-On License Agreement identified in the Product Terms.

**Product Terms** – The Product Terms for the Licensed Software can be found at [www.InterSystems.com/HTC](http://www.InterSystems.com/HTC)

## Metric Definitions

The size of your License is determined by the following metrics.

Metric	Metric Definition	Current Value*
* As of the effective date of this Profile		

## Fees

The following fees are due as a result of this order.

Product	Ordered	Current Subscription Fees***
	___ <i>HLUs</i>	\$_____
	___ <i>Production Instances</i>	\$_____
	___ <i>Non-Production Instances</i>	\$_____
*** Subscription Fees due for this product following this order		

Subscription Fees are subject to periodic adjustment in accordance with the Product Terms.

## License Type

**Subscription license** (Software Update and Technical Assistance services included)

**License Size Adjustment**

The current size of your License is shown above. If your Licensed Software usage increases, you are required to promptly upgrade your License to an appropriate size. Any such upgrade shall be reflected in an amended and restated License Profile stating your new License size.

InterSystems may periodically send you a statement listing the current metric values used to determine the size of your License. Within 30 days, you shall certify that these values are correct or provide updated values if they are not. InterSystems reserves the right to audit your Licensed Software usage from time to time.

**License Scope**

**License Scope – TBD**

The Licensed Software may not be used to address the internal or external integration needs of any organization; to exchange information that is not Permitted Information; or to provide any other services on a commercial basis, either directly or indirectly.

The Licensed Software may only be configured or extended in accordance with the product specifications and it may not be altered in any other way nor used to create or run other applications.

**Professional Services**

You are hereby ordering the professional services (the “Professional Services”) set forth on the Statement of Work (SOW) attached hereto. Such professional services shall be provided in accordance with the SOW and the Professional Services Terms attached hereto.

**Professional Services Fees**

You agree to pay the following Fees in connection with the Professional Services provided by InterSystems:

**TBD**

**Project Managers**

InterSystems Project Manager:

Name	Contact Information
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Customer Project Manager:

Name	Contact Information

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**Exhibits**

The following Exhibit(s) are incorporated into this License Profile.

**Exhibit A** – License and Support Terms

**Exhibit B** – Confidentiality Terms

**Exhibit C** – Statement of Work

**Exhibit D** – Professional Services Terms

In placing this order, you confirm that:

- (a) This License Profile and Order Form, when signed by InterSystems, will be governed by and complies with the conditions of the License Agreement and all Licensed Software and Product Support will be provided in accordance with the License Agreement;
- (b) The metric values and/or license size listed above are accurate as of the Effective Date and you will promptly notify InterSystems of any material increase; and
- (c) You will pay all fees in accordance with the Product Terms and this License Profile and Order Form.

Accepted By

**State of West Virginia**

**InterSystems Public Sector Corporation**

---

Authorized Signatory

Date

---

Authorized Signatory

Date

---

Printed Name

Title

---

Printed Name

Title

## **EXHIBIT A -- LICENSE PROFILE AND ORDER**

### **LICENSE AND SUPPORT TERMS**

These License and Support Terms are part of the License Agreement between InterSystems Corporation ("InterSystems") and the end user customer ("you," the "Customer" or the "End User") identified in the License Profile associated with these terms ("License Profile"). The License Agreement shall not be binding until your initial License Profile is fully completed and an order form (the "Order Form") has been fully executed.

1. As of the date specified on the License Profile or, if no date is specified, on the date the License Profile has been executed by you or on your behalf and accepted by InterSystems (the "Effective Date"), InterSystems hereby grants to you a nontransferable and nonexclusive license (the "License") to use the InterSystems product(s) named in the License Profile (the "Licensed Software") in the manner described herein and subject to the license scope described in the License Profile and provided that all fees set forth on the Order Form are paid. No License shall be granted upon the physical delivery of any software to you. For the avoidance of doubt, the "Licensed Software" shall not include any open source or third-party software that may be shipped with, installed with or used in conjunction with InterSystems' proprietary software.
2. If you acquire the License directly from InterSystems or its affiliate, then you will be required to execute the License Profile and Order Form and you are responsible for paying all fees specified therein to InterSystems or such affiliate. If you acquire the License via a third party (a "Partner"), then you will be required to execute the License Profile or otherwise acknowledge your acceptance of these terms. The Partner will execute the Order Form and will be responsible for paying all fees specified therein to InterSystems.
3. From time to time, the size and/or scope of your License may be adjusted, which adjustment will be reflected in an amended and restated License Profile replacing your prior License Profile. The effective date of such amended License Profile will be the date such amended License Profile is delivered to you.
4. Your License is subject to InterSystems' standard Terms and Conditions in effect from time to time relating to the Licensed Software ("Product Terms"). A link to the relevant Product Terms is set forth in your License Profile. You agree not to use or implement the Licensed Software in any manner that is outside the scope of intended use or otherwise violates any prohibitions or conditions set forth in the Statement of Intended Use attached to the License Profile or otherwise communicated to you by InterSystems.
5. The License Profile specifies whether your License is a paid-up License or is a subscription License. The term ("License Term") of a paid-up License shall be 30 years from the Effective Date. The License Term of a subscription License begins on the Effective Date

and, unless otherwise provided in the License Profile, is renewed automatically from year to year on the anniversary of the Effective Date unless proper notice of non-renewal is provided. The License Term of a paid-up or a subscription License is subject to earlier termination in accordance with section 12 below.

6. The Licensed Software may only be used on servers operated by you or on your behalf. You may not sublicense the Licensed Software or otherwise make it available to third parties except as explicitly provided herein.
7. Software Update and Technical Assistance ("Product Support") shall be provided in accordance with the Product Terms and pricing in effect on the date such Product Support is invoiced. Unless otherwise provided in the License Profile, Product Support is renewed automatically from year to year on the anniversary of the Effective Date unless proper notice of non-renewal is provided.
8. InterSystems hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with InterSystems' documentation relating thereto for one year from the Effective Date or the end of the License Term, whichever occurs first, and (ii) all Product Support shall be provided in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with InterSystems' documentation and instructions, and the absence of any misuse, damage, alteration or modification thereof. INTERSYSTEMS SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR PRODUCT SUPPORT. MOREOVER, THE LICENSED SOFTWARE IS NOT A SUBSTITUTE FOR THE SKILL, KNOWLEDGE AND EXPERIENCE OF THE INDIVIDUALS WHO MAY USE THE LICENSED SOFTWARE. Your exclusive remedy for a breach of the above warranties shall be for InterSystems to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Product Support, as applicable. The limited warranties above are not a substitute for Product Support, which in the case of a paid-up License, is available for a separate fee.
9. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with InterSystems' documentation and instructions, InterSystems shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at InterSystems' sole discretion.
10. InterSystems' and any affiliate's liability to you shall in no event exceed the portion of the fee received by InterSystems or such affiliate in respect of the specific Licensed Software or Product Support on account of which such liability arose. In no event shall InterSystems or any affiliate be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.

11. Either party may terminate the License Agreement with 30 days' advance written notice upon the other party's breach if the breach is not cured during that period. Either party may terminate the License Agreement immediately upon written notice to the other party if the other party declares bankruptcy, makes an assignment for the benefit of creditors, or ceases to function as a going concern. In addition, you may terminate the License Agreement upon 30 days advance written notice if InterSystems discontinues support for the platform on which the Licensed Software operates. A subscription License shall terminate automatically on the last day of the final period for which InterSystems has received the proper fee. You, or the Partner, as the case may be, shall be liable for all fees relating to Licensed Software or Product Support provided prior to termination, and Sections 11, 12, 13, 14 and 15 hereof shall survive termination or expiration of the License Agreement. Your rights to use the Licensed Software cease immediately upon termination or expiration of the License Agreement.
12. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) disclose to others the Licensed Software or any data or information relating to the Licensed Software. In addition, the parties shall be bound by the Confidentiality Terms attached to the License Profile. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon 5 days' advance notice by InterSystems. You agree to provide access to your premises and otherwise cooperate with InterSystems in such audit.
13. The parties are and shall be independent contractors to one another, and the License Agreement shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party, and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.
14. This License Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction of the Commonwealth of Massachusetts, USA. The English version of the License Agreement shall control unless otherwise required by local law.
15. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the distribution of the Licensed Software, Product Support and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. Without InterSystems' prior written consent, you may not allow the Licensed Software, Product Support or technical data to be exported to or used in a country or region where a license, permit or special permission is required. InterSystems may, but shall not be required to, apply for such license, permit or permission at your expense.
16. To the extent any provision in this document or in the Product Terms conflicts with any provision in the License Profile or Order Form, the latter shall control. InterSystems shall have the right to transfer or assign the License Agreement without your consent or prior

notice to you. You may not assign the License Agreement without InterSystems' prior written consent. Except where InterSystems amends your License Profile to reflect a change in the scope of your License or modifies the Product Terms in accordance with those terms, the License Agreement may only be modified or amended by a writing signed by both parties.



## **EXHIBIT B -- LICENSE PROFILE AND ORDER**

### **Confidentiality Terms**

The following Confidentiality Terms are incorporated by reference into, and shall become part of, the License Agreement, Partner Agreement or other agreement between you and InterSystems (the "Agreement"). Such terms shall supersede and replace in their entirety any confidentiality or non-disclosure terms and conditions previously agreed to by the parties with respect to the subject matter hereof.

1. "Confidential Information" shall mean the information, data, know-how, trade secrets, hardware, software and service designs, pricing and financial information, engineering specifications, software and service code and architecture, cybersecurity and data protection assessment or audit reports, marketing plans, product concepts, strategies, policies and procedures, operating standards, patient information, personnel information, proprietary business information and other non-public information related to the business model, activities and operations of one party (the "Disclosing Party"), which the other party (the "Receiving Party") learns or receives from the Disclosing Party in connection with the business relationship contemplated by the Agreement. The Disclosing Party considers all Confidential Information to be proprietary.
2. The Receiving Party agrees (i) to use the utmost degree of care to maintain and strictly protect the confidentiality of any and all Confidential Information, (ii) not to disclose the Confidential Information to any third party not in its employ or to any third parties within its employ except those who have a need to know the information in furtherance of the Agreement and are bound in writing by a similar agreement, (iii) not to use or reproduce any Confidential Information for purposes of its own or of any third party other than in good faith furtherance of the transactions contemplated by the Agreement. The Receiving Party will inform those employees, agents, and consultants who have access to the Confidential Information that such information is confidential and property of the Disclosing Party.
3. Nothing in the Agreement prohibits the use or disclosure of any Confidential Information by either party to the extent that (i) the information is publicly available other than through the fault or negligence of the Receiving Party, (ii) the information has been independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party, (iii) or the Confidential Information was rightfully obtained without fault from a third party having no obligation of nondisclosure.
4. The Receiving Party shall promptly notify the Disclosing Party in writing if it is requested or required, by law or regulation, to disclose any Confidential Information. In such event, the Disclosing Party shall be entitled to seek a protective order or other appropriate remedy or to waive compliance with the applicable provisions of the Agreement. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the applicable provisions of the Agreement, the Receiving Party shall disclose only such

Confidential Information as is legally required to be disclosed, and shall use its best efforts to ensure that confidential treatment is accorded to the Confidential Information so disclosed.

5. All Confidential Information shall remain the property of the Disclosing Party, and all applicable rights in patents, copyrights, and trade secrets shall remain in the Disclosing Party. The Disclosing Party grants no license, by implication or otherwise, under any of its copyrights, patents, patent rights, inventions, trade secrets, trademarks or tradename rights or other intellectual property rights, as a result of the disclosure to the Receiving Party of the Confidential Information. Additionally, the Receiving Party shall not decompile, reverse engineer or disassemble any portion of the Disclosing Party's hardware or software products.

6. Upon written request of the Disclosing Party, the Receiving Party agrees either (at the option of the Receiving Party) (a) to return all Confidential Information or (b) to destroy all originals and copies of any Confidential Information and to certify such destruction in a written statement delivered to the Disclosing Party. Such return or destruction and certification shall be completed within five (5) business days of the receipt of the Disclosing Party's request.

7. The parties agree that any information disclosed between them is for the limited purpose of engaging in transactions contemplated by the Agreement and the Disclosing Party makes no representations or warranties as to the accuracy or completeness of Confidential Information disclosed by or on its behalf. The parties further acknowledge that InterSystems may license its proprietary software products to third parties that may compete with you. In such cases, InterSystems shall not disclose any of your Confidential Information to such third party or use such Confidential Information for the benefit of such third party.

8. The obligations herein relating to Confidential Information shall survive five (5) years from the date of disclosure or until such information is no longer confidential or restricted in any way, whichever is later.

9. The Receiving Party acknowledges that remedies at law are inadequate to protect the Disclosing Party from the Receiving Party's actual or threatened breach of these confidentiality terms and agrees not to oppose the granting of equitable relief in favor of the Disclosing Party in the event of such actual or threatened breach. The foregoing remedy is in addition to any other remedies at law to which the Disclosing Party may be entitled.

**EXHIBIT D** -- LICENSE PROFILE AND ORDER

**Statement of Work**

*TBD*

**EXHIBIT E** -- LICENSE PROFILE AND ORDER





## **EXHIBIT E -- LICENSE PROFILE AND ORDER**

### **InterSystems Implementation/Professional Services Terms and Conditions**

These terms and conditions, together with the applicable Quote or Order and SOW, constitute the Agreement (the “Professional Services Agreement”) by and between the InterSystems entity identified on the Quote or Order (“InterSystems”), and the Customer identified on the Quote or Order (“Customer” or “you”). InterSystems and Customer are each referred to as a “Party” and, collectively, as the “Parties.”

1. **Definitions.** Capitalized terms used herein and not otherwise defined in these terms and conditions, the Quote or Order, the SOW or any applicable Operative Agreement shall have the meanings set forth below.
  - 1.1. **“Business Associate Terms and Conditions”** means those certain Business Associate Terms and Conditions found at <https://www.intersystems.com/PSBAA>, which terms and conditions shall apply if any use of the InterSystems Offering is subject to HIPAA, and shall be incorporated into this Professional Services Agreement by reference, as they may be amended and updated from time to time, provided that no update shall materially diminish InterSystems’ responsibilities unless agreed to by both Parties.
  - 1.2. **“Cloud Subscription Agreement”** means, if applicable, that certain Cloud Subscription Agreement pursuant to which you have been or are being granted the right by InterSystems to access and use the Cloud Subscription; the Cloud Subscription Agreement is customarily referenced in the Quote or Order for these Professional Services.
  - 1.3. **“Confidential Information”** means the information, data, know-how, trade secrets, hardware and software designs, pricing and financial information, engineering specifications, software code, marketing plans, product concepts, strategies, policies and procedures, operating standards, patient information, personnel information, proprietary business information and other non-public information related to the business model, activities and operations of one party (the **“Disclosing Party”**), which the other party (the **“Receiving Party”**) learns or receives from the Disclosing Party in connection with the business relationship contemplated by the Professional Services Agreement. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to a Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. Customer Data shall not be subject to the exclusions set forth in this Section. The Disclosing Party considers all Confidential Information to be proprietary.
  - 1.4. **“Customer Input”** means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its employees and any third party relating to the operation or functionality of the Licensed Software or Cloud Subscription, as the case may be. Customer Input may include software configurations or training materials that may be developed for you through the reimbursed or unreimbursed efforts of InterSystems’ employees or its agents.
  - 1.5. **“Customer Personnel”** means your employees, agents or other personnel.
  - 1.6. **“Customer-Specific Software”** means the custom-built software, if any, specified on a SOW that will be developed by or with input from InterSystems or its subcontractors in the course of providing Professional Services, and that will be owned by the Customer. For the avoidance of doubt, Customer-Specific Software shall not include any underlying InterSystems proprietary product or any Improvements.
  - 1.7. **“Data Processing Terms and Conditions” or “DPA”** means those certain Data Processing Terms and Conditions found at <https://www.intersystems.com/ISPSDPA>, which terms and conditions shall apply if any use of the InterSystems Offering is subject to data protection, privacy, or information security law and/or regulation in any jurisdiction be incorporated into this Agreement by reference, as they may be amended and updated from time to time, provided that no update shall materially diminish InterSystems’ responsibilities unless agreed to by both Parties.
  - 1.8. **“Data Protection Governance Standard”** can be found at <https://www.intersystems.com/PSDPGS>.
  - 1.9. **“Environment”** shall have the meaning set forth in the Operative Agreement or, if not defined in the Operative Agreement, means the computing environment(s) consisting of the number of instances of the

Licensed Software, as well as server(s), data storage, network, and other data center equipment, network bandwidth and Internet connectivity, and operating systems and other software, that, collectively, shall be used by the you to operate the Licensed Software. The Environment may consist of a production and a non-production Area.

- 1.10. **“Effective Date”** means, in the case of a Quote signed by InterSystems, the date of signature by you, provided that you sign and returns the Quote within the period specified therein, or in the case of an Order, after the Order has been signed by you and accepted by InterSystems.
- 1.11. **“Fees”** means all amounts invoiced and payable for Professional Services as specified in the relevant Quote or Order.
- 1.12. **“Implementation Services”** means those Professional Services rendered by InterSystems to install, implement and/or configure the InterSystems Offering pursuant to a valid Order and SOW.
- 1.13. **“Improvements”** means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to any Licensed Software or Cloud Subscription.
- 1.14. **“Information Sharing Terms”** means those terms and conditions applicable to the Parties’ sharing of information, available at <https://www.intersystems.com/ISCIST>.
- 1.15. **“Intellectual Property Rights”** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable Laws anywhere in the world, and all moral rights related thereto.
- 1.16. **“InterSystems Offering”** means either (a) a license granted by InterSystems to you to use InterSystems software or (b) access to a Cloud Subscription made available by InterSystems.
- 1.17. **“InterSystems Personnel”** means InterSystems employees or subcontractor staff designated by InterSystems to perform Professional Services.
- 1.18. **“Law”** means any local, state, national and/or foreign Law, treaties, and/or regulations applicable to a respective Party, including but not limited to, those related to data privacy, international communications and the transmission of technical or personal information.
- 1.19. **“License Agreement”** means, if applicable, that certain license agreement pursuant to which you have been or is being granted the right to use the Licensed Software; the License Agreement is customarily referenced in the Quote or Order for these Professional Services.
- 1.20. **“Operative Agreement”** means either the License Agreement or the Cloud Subscription Agreement, as the case may be, to which the Professional Services ordered hereunder relate.
- 1.21. **“Order”** means an ordering document, pursuant to which you request Professional Services from InterSystems. An Order for Professional Services may be included with the order for an InterSystems Offering. Typically, an Order for Implementation Services is placed simultaneously with an original order for an InterSystems Offering.
- 1.22. **“Professional Services”** means those services described in the Quote or Order to be provided to you in accordance with the SOW. For the avoidance of doubt, Professional Services includes Implementation Services.
- 1.23. **“Quote”** means a document signed by InterSystems and delivered to you pursuant to which InterSystems offers to provide Professional Services to you upon certain terms. When a Quote is accepted by you, it becomes binding on the Parties. A Quote is typically used when an end user is ordering an evaluation license or other non-production use of the Licensed Software, such as in the case of a proof-of-concept, benchmark or pilot project.
- 1.24. **“Statement of Work” or “SOW”** means a document executed in conjunction with the Quote or Order, which document describes the details of the Professional Services to be provided by InterSystems pursuant to such Quote or Order.
- 1.25. **“Term”** has the meaning set forth in Section 10.
- 1.26. **“Users”** shall mean all natural persons who use the Licensed Software and shall mean Authorized Persons in the case of Cloud Subscriptions.



2. **Professional Services.**

2.1. **General.**

- 2.1.1. InterSystems shall deliver Professional Services in accordance with the executed Quote or Order and SOW as well as these Terms and Conditions and the Business Associate Terms and Conditions. Professional Services shall commence on a date mutually agreed by the Parties.
- 2.1.2. InterSystems may engage third-party subcontractors to provide some or all of such Professional Services. All subcontractors shall be subject to all of the restrictions and limitations applicable to InterSystems set forth herein and InterSystems shall take full responsibility for the Professional Services as performed by any such subcontractor.

2.2. **Implementation Services.** In the case of Implementation Services, the following provisions shall also apply.

- 2.2.1. Where the InterSystems Offering is a license to use InterSystems software, InterSystems shall install and configure the Licensed Software in the Environment in accordance with the relevant Order and SOW. In the case of Cloud Subscriptions, InterSystems shall configure the Environment in accordance with the relevant Order and SOW.
- 2.2.2. InterSystems shall assign an implementation project manager to organize, manage, direct and facilitate the implementation in accordance with the relevant SOW. The implementation project manager shall participate and assist in all of the phases of the implementation by coordinating resources within InterSystems, its subcontractors and providing guidance to you.

2.3. **Joint Efforts.** The Parties agree that the tasks set forth in the SOW will involve the mutual cooperation and support of both Parties. The Parties agree to cooperate and perform all duties, tasks, and services required therein in a timely manner.

3. **Your Responsibilities.** You are responsible for all activities identified in the relevant SOW and Order or Quote as applicable to you and, with regard to the Environment, for any operational use of the Environment and, if so specified in the Operative Agreement, any maintenance and operation of the supporting computing environment(s). In addition, you are responsible for the following.

3.1. **General.**

- 3.1.1. You agree to make available, at no cost to InterSystems, access to all equipment, management, supervisory and other Customer Personnel and access to your facilities and remote access to your systems as InterSystems may reasonably require to deliver the Professional Services set forth on the Quote or Order in a timely fashion.
- 3.1.2. You shall make available in a timely manner, as set forth in the SOW, staff that are able to assist InterSystems Personnel as necessary to enable InterSystems to meet its obligations under the relevant SOW and you will reassign staff at InterSystems' reasonable request.
- 3.1.3. You shall provide all Customer-specific data needed to deliver the Professional Services in a timely fashion in accordance with the Information Sharing Terms and as otherwise set forth in the SOW.
- 3.1.4. You are responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of all Customer-specific data transmitted to InterSystems in accordance with the standards and requirements of applicable privacy and security Laws and regulations, until such data is received by InterSystems and in conformity with the Information Sharing Terms. You agree to provide InterSystems with access to the Environment consistent with the Data Protection Governance Standard.
- 3.1.5. If InterSystems Personnel are required to go on-site at your premises, you shall provide access for such personnel during normal business hours, after hours or on weekends, as needed.

3.2. **Implementation Services.** If InterSystems is providing Implementation Services, the following provisions shall also apply.

- 3.2.1. You shall nominate an implementation project manager who shall be responsible for liaising with and assisting InterSystems in the implementation. The implementation project manager shall attend all project meetings and receive all project correspondence from InterSystems and issue all project correspondence to InterSystems.

- 3.2.2. You shall make available in a timely manner staff that are suitably proficient to test usage of the InterSystems Offering, as implemented for you, and as provided in the SOW.
- 3.2.3. Where you are acquiring a license to use InterSystems software, you have satisfied yourself that the version of the Licensed Software being implemented by InterSystems is suitable for your requirements.
- 3.2.4. You shall provide all Customer-specific data needed to configure the Licensed Software or the Cloud Subscription, as the case may be, and shall make available in a timely manner appropriate staff to input that data.
- 3.2.5. You shall take the following actions with respect to the Environment and your use of the Licensed Software or Cloud Subscription, as the case may be:
  - 3.2.5.1. You will ensure that all Users comply with your obligations under these Terms and under the Operative Agreement. If you become aware of any violation of any obligation under these Terms or the Operative Agreement caused by a User, you will immediately suspend such User's access and inform InterSystems in writing.
  - 3.2.5.2. You are responsible for ensuring that Customer Personnel have suitable experience knowledge and training to manage and support the InterSystems Offering.
  - 3.2.5.3. You are responsible for providing education and technical assistance to Users relating to the use of the InterSystems Offering.
  - 3.2.5.4. You will ensure that Users do not contact InterSystems for assistance related to the InterSystems Offering. InterSystems product support is provided only to specified Customer Personnel in accordance with the Operative Agreement. InterSystems does not provide product support to Users relating to the use of the InterSystems Offering unless InterSystems has a separate agreement with you.
  - 3.2.5.5. You are responsible for granting and withdrawing access for Users and for managing their security privileges including any access management documentation required for your compliance needs.

#### 4. **Fees.**

- 4.1. **Invoices & Payment.** All Fees due hereunder (except Fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Unless otherwise specified in the Quote or Order, invoices will be sent monthly. InterSystems may send all your invoices electronically (by email or otherwise). You shall provide InterSystems with complete and accurate billing contact information including a valid email address.
- 4.2. **Fee Calculations.** If the Fees specified in the Order or Quote are estimates, the actual Fees will be computed by multiplying the actual time spent providing Professional Services by the hourly rate specified in the Order or Quote. Professional Services Fees are billed in 1-hour increments, provided however, that where on-site presence by InterSystems personnel is required, the minimum Fee for that day will be 7.5 hours. If the Professional Services are to be performed at a location further than one hour's travel (one way) from an InterSystems office, an additional fee will be added to the resulting invoice for travel expenses. This is calculated at 1/8 of the daily rate for each hour of travel (to the nearest hour). The hourly rate(s) set forth in the Order or Quote are for Professional Services provided during business hours. Business hours are 8:30-5:00 PM (local time where the services are being performed). Professional Services provided during overtime, afterhours, weekend, or holiday hours shall be billed at InterSystems' standard overtime rates. As the project progresses, if it appears to InterSystems that the estimated time is materially inaccurate, InterSystems will make every effort to so inform you.
- 4.3. **Travel Costs.** Customer agrees to reimburse all travel expenses (flights, accommodation, subsistence, and land transportation) upon presentation of reasonable documentation.
- 4.4. **Non-cancelable & Non-refundable.** Except as specifically set forth to the contrary under Section 8.2, "Warranty Remedies," and in the event of termination by you in accordance with Section 10, "Term and Termination," if InterSystems fails to cure a material breach, all payment obligations under the Quote or Order are non-cancelable and all payments made are non-refundable.
- 4.5. **Overdue Payments.** Any payment not received from you by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at InterSystems' discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Law, whichever is lower, from

the date such payment was due until the date paid.

- 4.6. **Non-Payment and Suspension of Professional Services.** If your account is more than sixty (60) calendar days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under these terms or by Law, InterSystems reserves the right to suspend any Professional Services upon thirty (30) calendar days written notice, without liability to you, until such amounts are paid in full.

- 4.7. **Taxes.** All Fees invoiced pursuant to this Professional Services Agreement do not include any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively defined as “**Transaction Taxes**”). All Fees invoiced pursuant to this Professional Services Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as “**Taxes**”). You are responsible for paying all Taxes associated with Fees and all other fees due pursuant to this Professional Services Agreement, excluding U.S. income taxes imposed on InterSystems. If InterSystems has a legal obligation to pay or collect Taxes for which you are responsible under this Professional Services Agreement, the appropriate amount shall be computed based on your address provided in this Professional Services Agreement and invoiced to and paid by you, unless you provide InterSystems with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Proprietary Rights.**

- 5.1. **Ownership and Reservation of Rights to InterSystems Intellectual Property.** InterSystems and its licensors own all right, title and interest in and to all Licensed Software as well as all materials, inventions or other items developed in the course of providing the Professional Services, including any code or other software (other than Customer-Specific Software designated as such in the SOW) developed for you to be used with the Licensed Software or as part of the Cloud Subscription, as well as all implementation protocols and practices. All such items shall not be considered work-for-hire. InterSystems reserves all rights, title and interest in and to all Licensed Software, Customer-specific code and configurations and all other items listed above, including all related Intellectual Property Rights. No rights are granted to you or to any other third party hereunder other than the right to use such Customer-specific code or configurations or other items pursuant to and during the term of the Operative Agreement.
- 5.2. **Customer Input.** You may provide Customer Input to InterSystems from time to time. InterSystems may, but shall not be required to, incorporate any Customer Input into a subsequent version of the Licensed Software or into a Cloud Subscription. You shall have no right or interest whatsoever in or to any Customer Input or in any Improvements made to any Licensed Software or Cloud Subscription other than a right to use any functionality arising from such Customer Input that may be incorporated into the Cloud Subscription or a subsequent version of the Licensed Software, which subsequent version is then licensed by you.
- 5.3. **Customer-Specific Software.** Any Customer-Specific Software specified as such in a SOW shall be considered work-for-hire and shall be owned by the Customer. The Customer hereby grants InterSystems a royalty-free license to use any Customer-Specific Software for the purpose of performing Professional Services hereunder. The Customer understands, however, that InterSystems is continuously making improvements and enhancements to its families of proprietary software products as well as performing professional services for other customers. The Customer, therefore, acknowledges and agrees that it shall have no right to or interest in any such Intellectual Property of InterSystems, including any functionality that may be similar to any Customer-Specific Software and Customer shall have no right to restrict InterSystems or its subcontractor(s) from developing functionality similar to any Customer-Specific Software for any other third party.

6. **Acceptance and Change Control Principles.** The following principals shall apply unless otherwise stipulated in the Quote, Order or SOW.

6.1. **Acceptance.**

- 6.1.1. After the Professional Services have been provided to you, you shall have ten (10) business days to review and accept the Professional Services based on the acceptance criteria specified in the SOW, if any. Failure to provide notice in accordance with section (b) below of any concerns over the Professional Services within such 10-day period shall be deemed acceptance of such Professional Services by you.
- 6.1.2. If you determine that the Professional Services did not conform to any acceptance criteria specified in the

SOW, you will provide notice to InterSystems describing in reasonable detail such failure. InterSystems shall have ten (10) business days following receipt of such notice to review such notice. If InterSystems determines that the Professional Services conform to any applicable acceptance criteria, InterSystems shall provide you written notice and the Parties agree to meet to discuss appropriate next steps. If InterSystems agrees that the Service do not conform, then InterSystems shall re-perform the non-conforming Professional Services. If you fail to accept the re-performed Professional Services, then the Parties will meet to discuss appropriate next steps.

- 6.2. **Change Control Principles.** Each Party may request a “Change Order” to memorialize material changes in the scope, terms, or conditions, including acceptance criteria, of the Professional Services. Neither Party will be entitled to or obligated to perform any modification until the Change Order has been agreed and signed by both Parties. The Parties will negotiate any such Change Order in good faith.
7. **Confidentiality.** The following provisions apply to all Confidential Information. Additional provisions relating to certain information are contained in the BAA and/or the DPA, as applicable, as well as in the Information Sharing Terms and the Data Protection Governance Standard.
  - 7.1 **In General.** Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to the Professional Services Agreement except with the Disclosing Party's prior written permission.
  - 7.2 **Protection.** The Receiving Party agrees to protect the Confidential Information of the Disclosing Party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.
  - 7.3 **Compelled Disclosure.** A disclosure by the Receiving Party of Confidential Information of the Disclosing Party to the extent required by Law shall not be considered a breach of the Professional Services Agreement, provided the Receiving Party promptly provides the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
  - 7.4 **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies are inadequate.
8. **Warranties & Disclaimer.**
  - 8.1. **Warranties.** Each Party warrants that it has the authority to enter into this Professional Services Agreement and, in connection with its performance of this Professional Services Agreement, shall comply with all Laws. InterSystems warrants that it will perform any Professional Services ordered by you with reasonable skill and care, in a good and workmanlike manner and in accordance with industry standards.
  - 8.2. **Warranty Remedies.** In the event of a breach of the warranty set forth in the second sentence of Section 8.1, InterSystems shall re-perform the non-conforming Professional Services at no additional charge to you, or in the event InterSystems is unable to correct such deficiencies after good-faith efforts, InterSystems shall refund to you any pre-paid unused Fees attributable to the defective Professional Services from the date InterSystems received notice of such breach. The remedies set forth in this subsection shall be your sole remedy and InterSystems' sole liability for breach of such warranty unless the breach of warranty constitutes a material breach of this Professional Services Agreement and you elect to terminate this Professional Services Agreement in accordance with Section 10.
  - 8.3. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTERSYSTEMS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROFESSIONAL SERVICES. THE LIMITED WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE PROFESSIONAL SERVICES.
9. **Limitation of Liability; Exclusion of Damages.**
  - 9.1. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT

WITH RESPECT TO (i) FRAUD, (ii) CONFIDENTIALITY OBLIGATIONS CONTAINED IN SECTION 7 OR (iii) YOUR PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROFESSIONAL SERVICES AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY YOU UNDER THIS PROFESSIONAL SERVICES AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE PROFESSIONAL SERVICES FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD).

- 9.2. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD OR SETTLEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE RESULTS OF THE PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. YOU WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN THE QUOTE OR ORDER ARE EXCLUDED AS INTERSYSTEMS' LOST PROFITS.

10. **Term & Termination.**

- 10.1. **Term of Agreement.** The Term of this Professional Services Agreement shall commence on the Effective Date and shall continue until the termination or completion of the Professional Services, unless terminated earlier in accordance with Section 10.2. In addition, this Professional Services Agreement shall automatically terminate upon the termination of the Operative Agreement.
- 10.2. **Termination.** Either Party may terminate this Professional Services Agreement or any Professional Services hereunder: (a) upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If so provided in the Quote or Order, you may have the right to terminate the Professional Services specified in such Quote or Order upon the payment of an early termination fee specified in the Quote or Order.
- 10.3. **Effect of Termination.** Upon any termination of this Professional Services Agreement or any Professional Services hereunder, InterSystems shall, as of the date of such termination, immediately cease the provision of the relevant Professional Services. Termination of this Professional Services Agreement for any reason, other than as a result of InterSystems' material breach or bankruptcy, shall not relieve you of the obligation to pay any Fees accrued or due and payable to InterSystems prior to the effective date of termination, including Fees relating to all agreed Professional Services.
- 10.4. **Surviving Provisions.** The following provisions of this Professional Services Agreement shall not survive and will have no further force or effect following any termination or expiration of this Professional Services Agreement: Sections 2, 3, 4 and such Order or Quote. All other provisions of this Professional Services Agreement shall survive any termination or expiration of this Professional Services Agreement.

11. **General Provisions.**

- 11.1. **Relationship of the Parties.** The Parties are independent contractors. This Professional Services Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Professional Services Agreement.
- 11.2. **Relationship to the Operative Agreement.** While this Professional Services Agreement may be entered into in conjunction with the Operative Agreement, it is intended that the rights, obligations, liabilities and duties of the Parties hereunder be separate and distinct from those of the Operative Agreement. Moreover, it is intended that this Professional Services Agreement terminate upon completion of the Professional Services,

even though the Operative Agreement is likely to continue in effect thereafter.

- 11.3. **Notices.** All notices under this Professional Services Agreement shall be in writing and shall be made in accordance with the terms of the Operative Agreement. If not specified in the Operative Agreement, then notice hereunder shall be as follows. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the next business day after sending by email. Notices to InterSystems shall be addressed to the attention of its Legal Department. Notices to you shall be addressed to your signatory of the Quote or Order. Each Party may modify its recipient of notices by providing notice pursuant to this Professional Services Agreement.
- 11.4. **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Professional Services Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at Law or in equity.
- 11.5. **Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Professional Services Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, epidemics, pandemics, flood, fire, civil unrest, acts of terror, cyber-attacks, strikes or other labor problems (other than those labor problems involving InterSystems or your employees, respectively). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 11.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of Law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Professional Services Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Professional Services Agreement and all past due Fees are paid in full. Any attempt by a Party to assign its rights or obligations under this Professional Services Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Professional Services Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 11.7. **Governing Law; Waiver of Jury Trial.** This Professional Services Agreement shall be governed exclusively by the internal Laws of the Commonwealth of Massachusetts, without regard to its conflicts of Laws rules. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Professional Services Agreement. Any dispute brought hereunder shall be subject to the exclusive venue of a court of competent jurisdiction in Boston, Massachusetts.
- 11.8. **Export.** Each Party shall comply with the export Laws and regulations of the United States and other applicable jurisdictions in providing and using the Licensed Software.
- 11.9. **Federal Government End Use Provisions (if applicable).** InterSystems provides the Professional Services for federal government end use solely in accordance with the following: Government technical data and software rights related to the Professional Services include only those rights customarily provided to the public as defined in this Professional Services Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with InterSystems to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.
- 11.10. **Miscellaneous.** This Professional Services Agreement, including the Quote or Order and applicable SOW, constitutes the entire agreement between the Parties with respect to the Professional Services being provided by InterSystems to you hereunder. In the event of a conflict, the provisions of the following documents shall take precedence in the following order: (1) the Quote or Order, (2) any Statement of Work, and (3) these Terms and Conditions. This Professional Services Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the provision of Professional Services by InterSystems to you, except as follows: if there is any inconsistency between the terms of this Professional Services Agreement and the Operative Agreement, the terms of the Operative Agreement shall prevail, to the extent of such inconsistency. No modification, amendment, or waiver of any provision of this Professional Services Agreement shall be effective unless in writing and signed by the Party against whom the

modification, amendment or waiver is to be asserted. If any provision of this Professional Services Agreement is held by a court of competent jurisdiction to be contrary to Law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Law, and the remaining provisions of this Professional Services Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in your purchase order or in any other order documentation (other than an agreed Quote or Order) shall be incorporated into or form any part of this Professional Services Agreement, and all such terms or conditions shall be null and void. This Professional Services Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Professional Services Agreement, and further agree that electronic signatures to this Professional Services Agreement shall be legally binding with the same force and effect as manually executed signatures.

(End of Document)



## InterSystems Response to Request for Quote

# State of West Virginia Department of Health

*Master Patient Indexing Software*

CRFQ 0506 MIS2600000001

October 2, 2025





CONTACT:     **STEVE SACHS, PRINCIPAL DIRECTOR**

ADDRESS:     INTERSYSTEMS PUBLIC SECTOR CORPORATION  
                  ONE CONGRESS STREET  
                  BOSTON, MA 02114

PHONE:       **517.489.1032 (MOBILE)**  
                  **617.551.7196 (OFFICE)**  
                  617.621.0600 (CORPORATE)  
                  617.494.1631 (FAX)

EMAIL:        [STEVE.SACHS@INTERSYSTEMS.COM](mailto:STEVE.SACHS@INTERSYSTEMS.COM)

### **Notice of Confidentiality**

*Copyright 2025, InterSystems Corporation, all rights reserved. Unauthorized reproduction or use is prohibited.*

This document, together with any presentations or demonstrations that have been or might be made by InterSystems to State of West Virginia Department of Health ("Recipient"), contain confidential information (the "Information") of InterSystems Corporation and have been prepared or made in response to Recipient's RFQ for Master Patient Index Software. The Information is disclosed on the condition that Recipient will use the Information solely in connection with its review and analysis of this response (the "Purpose"). No license is granted to Recipient with respect to InterSystems software or other intellectual property. Recipient shall not directly or indirectly disclose, allow access to, transmit or transfer any Information to any third party without InterSystems prior written consent. Recipient may disclose the Information only to those of its employees (or to nonemployee proposal evaluators covered by a written confidentiality agreement) who have a need to know the Information for the Purpose. All Information shall remain the property of InterSystems.

October 2, 2025

Ms. Crystal Hustead  
State of West Virginia Department of Health  
2019 Washington St E  
Charleston, WV 25305

RE: CRFQ 0506 MIS2600000001

Dear Ms. Hustead,

InterSystems Public Sector Corporation welcomes the opportunity to present the enclosed response to the State of West Virginia Department of Health RFQ for its Master Patient Indexing Software.

InterSystems has been a strong player in the healthcare and interoperability arenas since our inception 47 years ago. Our technology powers tier-1 solutions in many of the largest health systems in the world, including nearly half of the top 100 health systems in the United States (*U.S. News & World Report*). InterSystems customers trust that our technology will not fail.

We hope that you will find our solution and implementation approach to be responsive, innovative, and low risk. We hope you will also see how our relevant experience will help to achieve your project goals.

If you have any questions in your review of this document, please contact me at 517.489.1032 or via email at [Steve.Sachs@InterSystems.com](mailto:Steve.Sachs@InterSystems.com). We look forward to working with the State of West Virginia Department of Health on the next steps in establishing a successful partnership.

Sincerely,



Steve Sachs  
Principal Director, State and Local Public Sector Unit  
InterSystems Public Sector Corporation



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## Executive Summary

The State of West Virginia is seeking a Master Patient Index that can be trusted to manage millions of patient records with accuracy and consistency. Seamless patient identification and matching is essential for efficient operations and as part of the continued evolution of the West Virginia Department of Health.

InterSystems Public Sector Corporation is proposing InterSystems EMPI, an enterprise master person index (EMPI) that has already proven itself in some of the largest health systems and public health agencies in the United States. More than two-thirds of U.S. patient records are managed on InterSystems technology and nearly half of the top 100 U.S. health systems run on our platform. We offer that same level of trust and reliability to this project.

Our implementation approach focuses on early wins, predictable delivery, and long-term stability so the system delivers value right away and continues to perform at scale. InterSystems executives will stay engaged throughout the project and at established Executive Steering Committee meetings, and our team will be accountable for results. We stand behind the solution and guarantee it will deliver the accuracy, security, and reliability the State requires.

Once the EMPI is live, it reaches what we call “cruising altitude.” Automated matching runs smoothly, dashboards provide clear visibility into data quality, and standards-based APIs keep the system connected to both existing registries and future initiatives. At that point, the Department can focus on improving outcomes, not on whether the identity data can be trusted.

By selecting InterSystems, West Virginia will gain proven experience, stability during transition, executive-level commitment, and a solution that delivers steady, long-term benefits. This is more than a technology choice—it is a partnership that will give the State confidence in its identity data for years to come.

Thank you for the opportunity to present our qualifications and for your consideration of a partnership.

No company knows health data like InterSystems

1 Billion+

Health records worldwide managed using InterSystems technology, including 2 of 3 Americans

2/3+

More than 2/3 of US patient records are managed on InterSystems technology

100%

All 20 institutions in the U.S. News & World Report 2023 Honor Roll of Best Hospitals use InterSystems products

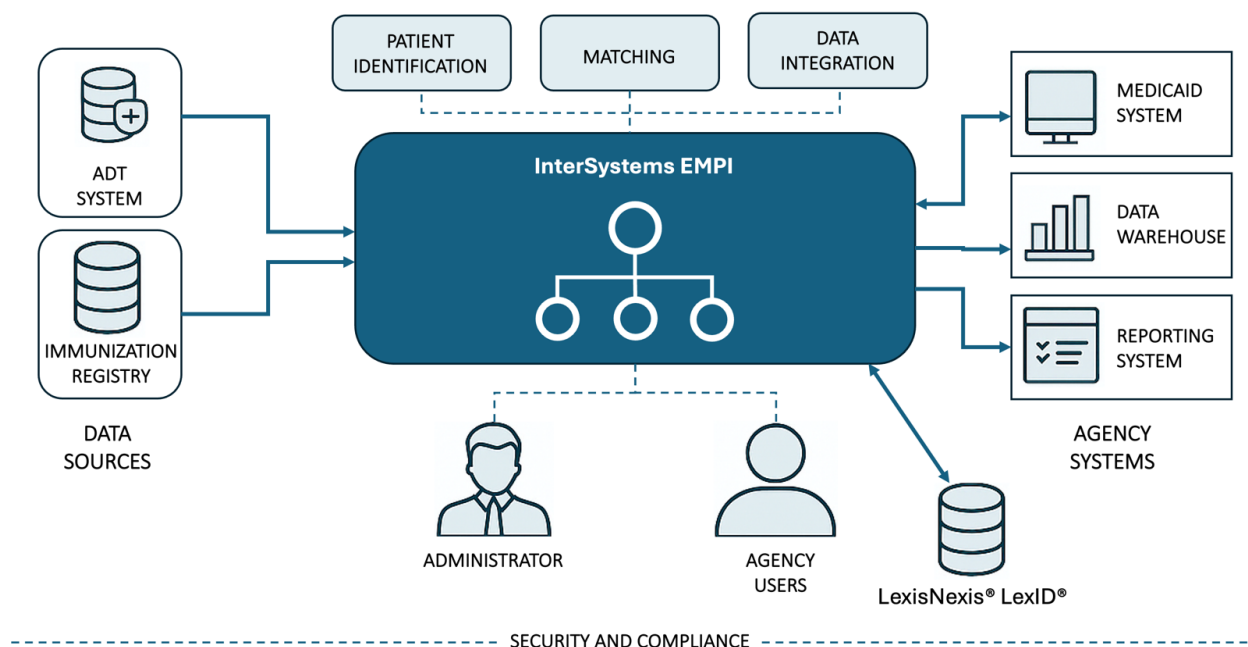
## Solution Overview

### Solution Architecture

The proposed solution places InterSystems EMPI at the center of the Agency's identity management strategy. Patient data flows into the EMPI from multiple data sources, such as ADT systems and immunization registries. Once ingested, the EMPI applies advanced patient identification, matching, and data integration processes to establish a single, accurate record for each individual.

The EMPI integrates with LexisNexis® LexID® to leverage curated referential data, further enhancing match accuracy when local data is incomplete or inconsistent. Administrators and Agency users access the system to review, manage, and maintain identity records, ensuring both operational oversight and day-to-day usability. Validated patient identity data is then distributed to key Agency systems, including Medicaid systems, data warehouses, and reporting platforms, ensuring that downstream systems all work from a consistent, accurate patient identity foundation.

The entire solution is underpinned by strong security and compliance controls, ensuring that data is managed in alignment with HIPAA, HITECH, and state governance requirements.



*Figure 1: InterSystems solution architecture for  
State of West Virginia Department of Health Master Patient Index*

## Solution Features

InterSystems EMPI is designed to run unattended, automatically linking high volumes of records by applying configurable business rules to establish a unified identity across domains. Rather than depending solely on deterministic identifiers such as Medicaid ID or MRN, the solution incorporates advanced field-matching techniques—including fuzzy matching, Soundex phonetic algorithms, and transposition logic—to ensure accurate identity resolution. InterSystems EMPI provides both an out-of-the-box linkage model and flexible customization options, and its proven matching capabilities support some of the largest clinical data exchange initiatives in the United States.

**Advanced Matching Engine for Accurate Identity Resolution**—At the core of InterSystems EMPI is a sophisticated matching engine that leverages both deterministic and probabilistic logic, along with referential data. It includes a set of automated tuning tools for adjusting the algorithms to address your unique needs.

**Referential Matching**—Seamless integration of LexisNexis® LexID® for referential matching of record pairs between configurable thresholds.

**Composite Record and Whole Record Viewer**—InterSystems EMPI automatically determines which records refer to the same individual and creates a single composite demographic record for each person. When there are slight differences between data sources, the system uses configurable rules to choose the most trusted source. To facilitate manual review and validation, the Whole Record Viewer lets you efficiently compare and validate person identity and demographics across all source records on a single screen.

**Data Quality Framework and Dashboards**—Data Quality Framework (DQF) is an analysis tool that accelerates EMPI creation, enhances accuracy, and simplifies maintenance. It assesses data cleanliness, enabling you to collaborate with system managers to improve data quality at the source, or to establish pre-processing routines before data enters the EMPI. DQF includes dashboards to track data trends over time, helping identify issues early and prevent bad data from compromising your EMPI and downstream clinical or analytics workflows.

InterSystems EMPI includes usage and detail dashboards to maximize record-matching accuracy.

- Overview dashboards display key metrics, such as user logins and imported patient records.
- Linkages Detail dashboards provide insight into how records link across facilities or the entire system.
- Record Summary dashboard track adds, updates, mergers, and usage trends over time.

**Workflow Integration**—InterSystems EMPI includes easy-to-use and configurable workflows to manage those cases where manual intervention and approval is required. It also automatically notifies other systems and facilities about important changes to information.

**Batch Import**—The Batch Import utility enables bulk loading of person data into the system, making it ideal for onboarding a new data source or migrating from existing systems. It provides APIs to ingest demographic data into InterSystems EMPI and export data from registries.



**Record Integrity and Configuration Evaluator**—The Record Integrity and Configuration Evaluator utilities optimize EMPI settings and operation both before and after go-live. They run on the live system without requiring service interruptions to diagnose and repair system configuration or data integrity issues.

**Standards-Based APIs for Connectivity**—Built-in secure and robust support for standards, including HL7 FHIR, HL7 V2, IHE (PIX, PDQ, PDQm, XCPD), and Web Services, enables you to easily integrate InterSystems EMPI with the other applications in your enterprise.

**Customized Rules**—A built-in rules engine enables you to create and implement site-specific logic, such as customized person matching and alerting. Our advanced algorithms simplify the tuning process by analyzing your data and providing recommendations for linkage weights.

**Auditing and Security**—A secure, role-based portal manages access to data and utilities. All record updates are auditable, as are all decisions to link or unlink person records.

### 3. Qualifications

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Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award

- 3.1 Vendor must have proven experience of a minimum of five (5) years with Master Patient Index in enterprise health care/public health settings.

InterSystems meets and exceeds this requirement. InterSystems has over 20 years of experience delivering master patient index (MPI) solutions in enterprise healthcare and public health environments. Our EMPI technology is deployed across major health systems, statewide health information exchanges (HIEs), and public health agencies, supporting millions of patient records with high accuracy and reliability. InterSystems EMPI is a core component of our HealthShare platform, which has been used in production environments for more than two decades. This long-standing experience ensures that the proposed solution is mature, scalable, and proven in real-world, mission-critical settings.

- 3.2 The Vendor must demonstrate experience within the last three (3) years as the prime contractor for at least three (3) federal, state, or local government entities where a Master Patient Index has been implemented, operated, and supported in compliance with all federal and state regulations.

InterSystems meets this requirement. InterSystems technology powers 12 HIEs across 11 states and our technology supports the health records for more than 156 million Americans.

- 3.3 The Vendor must provide the following information for at least three (3) references from projects performed within the last three (3) years that demonstrate the Vendor's ability to perform the scope of work described in the RFQ:

#### **Alabama Department of Medicaid**

Contact: *Martin Reddy*, Chief Information Technology Officer  
Alabama Department of Medicaid  
334.353.3714  
[Marty.Reddy@medicaid.alabama.gov](mailto:Marty.Reddy@medicaid.alabama.gov)

The Alabama One Health Record project delivers health information exchange (HIE) architecture, technology, and services to maintain, extend, and improve the Alabama statewide HIE.

#### **Georgia Health Information Network**

Contact: *Valencia George*, PMP, CSM, Sr. Project Manager  
Georgia Health Information Network  
713.899.1199  
[VGeorge@gahin.org](mailto:VGeorge@gahin.org)

The Georgia Health Information Network (GaHIN) is powered with core interoperability components from InterSystems, including InterSystems HealthShare, Health Connect, Health Insight, and Patient Index.

**Healthfirst**

Contact: *Melvin Guevara*, Delivery Lead  
Healthfirst  
212.519.7956  
[meguevara@healthfirst.org](mailto:meguevara@healthfirst.org)

Established in 1983, Healthfirst is New York's largest not-for-profit health insurer. To improve on its data-sharing capabilities and patient population management practices in New York, Healthfirst envisioned the creation of an HIE. To achieve these objectives, Healthfirst selected InterSystems technology.

## 4. Mandatory Requirements

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### 4.1 Software Licenses and Support

The vendor shall provide a complete comprehensive, on- premises Master Patient Index (MPI) system that includes licensing for 11 users with the capacity to manage an estimated 5.5 million patient records (EEUIDs). The vendor shall also provide deployment assistance and ongoing support. The system must meet the following specifications:

- 4.1.1 The system must be capable of supporting 11 direct users or license subscriptions while maintaining scalable performance to accommodate an estimated 5.5 million patient records and ensure efficient downstream data distribution and access.

InterSystems EMPI fully supports 11 direct users while maintaining enterprise-grade scalability for broader downstream data distribution. The solution is architected to separate user access from system throughput, ensuring that downstream systems such as EHRs, registries, analytics platforms, and the Data Bridge receive accurate, real-time identity data regardless of the number of direct users. EMPI is built for high-volume performance, processing more than 100,000 patient records per day without impacting responsiveness for end users, ensuring both immediate usability and long-term scalability.

- 4.1.1.1 The system must provide the option to add additional users or licenses if the agency's needs expand. All new licenses must be co-termed with existing licenses so that all licenses renew on the same schedule, in accordance with the awarding year.

InterSystems EMPI provides flexible licensing options to accommodate future growth. Additional user licenses can be added at any time as Agency needs evolve. All licenses are co-termed, ensuring a common renewal date for simplified administration and predictable budgeting. This approach minimizes overhead for the State while allowing the solution to expand seamlessly as adoption increases.

#### 4.1.2 System Architecture and Compatibility

- 4.1.2.1 The solution must be an on-premises deployment, hosted within the agency's data center or designated facility

InterSystems EMPI fully meets the requirement for on-premises deployment. The solution will be hosted within the Agency's designated data center, giving the Agency full control over system operations, data governance, and security. While this implementation will be on premises, the EMPI also offers flexible deployment options, including private cloud or managed service models. If the Agency chooses to evolve its architecture in the future, InterSystems EMPI can be transitioned to alternative environments without requiring a redesign, ensuring long-term adaptability and protection of the Agency's investment.

- 4.1.2.2 The system must be fully compatible with Windows Server 2019 or later.

InterSystems EMPI is fully compatible with Windows Server 2019 and later, meeting the Agency's requirements for on-premises deployment. In addition, the solution supports other leading enterprise platforms, including Red Hat Enterprise Linux, SUSE Linux Enterprise, and cloud environments such as AWS and Azure. This flexibility ensures the Agency's investment is protected while providing options should its technology strategy evolve in the future.

#### 4.1.2.3 The system must be fully compatible with SQL Server 2019 or later.

InterSystems EMPI leverages InterSystems IRIS for Health as its embedded data management and storage platform, so a separate SQL Server license is not required for deployment. The solution can interface with and connect to SQL Server 2019 or later when integration is needed, ensuring full compatibility with the Agency's existing database environment while reducing dependency on external database licensing for core EMPI operations.

### 4.1.3 *Data Processing Integration*

#### 4.1.3.1 The system must support the processing and integration of both legacy and new patient data, ensuring seamless data migration and interoperability within the platform. Current Legacy and Ingested via Flat Files include:

- NBS - Infectious Disease Surveillance
- SIIS - Immunization Registry
- WVORS-Disease Outbreak Surveillance
- VitalChek - Birth and Death Records
- WVHIN - Hospitalization and Race/Ethnicity Data (Flat Files)

InterSystems EMPI is built to support the processing and integration of both legacy and new patient data, ensuring that existing historical records and new submissions are seamlessly incorporated into a unified enterprise view. The solution provides robust tools for data migration, enabling older datasets to be imported, standardized, and matched without loss of fidelity. At the same time, InterSystems EMPI supports real-time and batch ingestion of new records from diverse sources, ensuring interoperability with modern platforms and standards. This dual capability enables the Agency to preserve and leverage the full value of its legacy systems, such as NBS, SIIS, WVORS, VitalChek, and WVHIN, while ensuring future compatibility with evolving public health and clinical systems.

#### 4.1.3.2 The system must support a minimum of 10 distinct data streams.

InterSystems EMPI is designed for scalability and flexibility, supporting the integration and processing of both legacy and new patient data. The solution enables seamless data migration while ensuring interoperability across diverse systems and formats. It can readily ingest the Agency's identified data sources—NBS, SIIS, WVORS, VitalChek, and WVHIN—via flat files or direct feeds, and scale well beyond the required 10 distinct data streams. In practice, InterSystems EMPI has been deployed in environments managing dozens of heterogeneous data feeds simultaneously, ensuring reliable and accurate identity resolution regardless of source system complexity.

#### 4.1.3.3 The system must support a variety of data ingestion formats and standards, including but not limited to:

- Direct database connection (e.g., via Open Database Connectivity)
- Flat file import
- AWS

InterSystems EMPI supports a broad set of ingestion formats and interoperability standards to ensure seamless integration with both legacy and modern systems. The solution connects directly to databases through ODBC, processes flat file imports, and natively supports HL7 V2 messaging. It also integrates with AWS-based data pipelines and storage for cloud-

enabled ingestion. Beyond these, InterSystems EMPI provides full support for HL7 FHIR APIs and IHE profiles (PIX, PDQ, PDQm, XCPD), enabling standards-based exchange of patient identity data with external systems. This breadth of capabilities ensures the Agency can ingest and share data across diverse environments today, while also positioning the platform for future interoperability requirements.

- 4.1.3.4 The system must support record linkage and identity resolution by leveraging a curated referential dataset for accurate patient matching across disparate data sources

InterSystems EMPI provides advanced record linkage and identity resolution through a combination of deterministic and probabilistic algorithms, enhanced with built-in referential matching using LexisNexis LexID. This curated referential dataset strengthens patient matching across disparate data sources by filling in gaps where local data may be incomplete, inconsistent, or outdated. The solution automatically cross-references identity attributes with the LexisNexis authoritative data, increasing match confidence and reducing false positives or duplicates. This capability ensures more accurate and reliable patient identification, even when records come from fragmented or legacy systems.

- 4.1.3.5 The system must support matching of at least 100,000 patient records per day.

InterSystems EMPI is designed for enterprise-scale performance and easily exceeds the requirement to match 100,000 patient records per day. The solution has been successfully deployed in some of the nation's largest HIEs and public health systems, where it routinely processes and reconciles millions of records daily. Its advanced matching engine, combined with optimized indexing and parallel processing capabilities, ensures that high-volume workloads are handled without impacting accuracy or responsiveness.

#### **4.1.4 Matching and Accuracy**

- 4.1.4.1 The system must generate and assign a unique identifier for each patient.

InterSystems EMPI automatically generates and assigns a unique master person identifier for every patient record it manages. This identifier persists across all connected data sources, ensuring that each individual is consistently and unambiguously referenced throughout the system. The identifier is created and maintained within InterSystems EMPI using embedded data management capabilities, and it can be shared with downstream systems to unify records across the Agency's healthcare and public health ecosystem.

- 4.1.4.2 The system must provide a minimum patient matching accuracy of at least 95%.

InterSystems EMPI provides a highly configurable matching engine that can be tuned to achieve  $\geq 95\%$  accuracy when trained with the Agency's data. The platform combines deterministic and probabilistic algorithms with referential matching through LexisNexis LexID, which enhances accuracy by supplementing incomplete or inconsistent records with authoritative external data. Accuracy is achieved through an iterative process of tuning, weighting, and validation against the Agency's unique data characteristics. InterSystems will work closely with the Agency during implementation to configure and optimize the matching logic to meet and sustain the required threshold.

- 4.1.4.3 The system must allow configuration of the matching algorithm based on individual data sources and their available data points.

InterSystems EMPI provides configurable deterministic and probabilistic matching algorithms that can be tuned at the system level to reflect the Agency's business rules and data quality. Configuration options include adjusting match thresholds, defining which attributes participate in the match calculation (such as SSN, name, DOB, address), and applying normalization functions (handling of nicknames, address formatting, or null values, for example). While these configurations are applied system-wide rather than per individual source, they enable the Agency to tailor the matching engine to optimize accuracy across diverse data inputs. This ensures that the EMPI can adapt to the overall characteristics of the Agency's data environment, even as sources evolve over time.

- 4.1.4.4 The system must allow weighting specific data sources based on their perceived credibility in the matching process.

In addition to the system-wide matching configuration described in the response to 4.1.4.3, InterSystems EMPI provides mechanisms to reflect the relative credibility of data sources in how records are managed after a match is established. InterSystems EMPI does not apply global weights to entire sources inside the match score itself; all records are scored consistently across attributes. Instead, the system provides two related capabilities that achieve the intent of this requirement:

- *Normalization and field handling* – Data from specific sources can be normalized or treated as null if it does not support reliable comparisons. This ensures weaker sources do not negatively influence match scores.
- *Source precedence in composite records* – Once a match is confirmed, InterSystems EMPI allows the Agency to define source-of-truth hierarchies so that more authoritative sources (such as Vital Records for name and DOB) take precedence in populating the composite master record, while less authoritative sources are used only when stronger sources are unavailable.

These capabilities enable the Agency to align the composite record with the most trusted data sources, while maintaining transparency and consistency in the matching process itself.

- 4.1.4.5 The system must allow for automated, unattended matching of records that exceed a user-defined confidence threshold.

InterSystems EMPI supports configurable confidence thresholds that govern automated, unattended matching. Records that meet or exceed the defined threshold are automatically linked, while those that clearly fall below a "non-match" threshold can be automatically unlinked. Records falling into the intermediate range are routed to a Worklist for manual review, ensuring that human intervention is applied only when necessary. This approach balances efficiency and accuracy by automating highly confident matches while still maintaining oversight for ambiguous cases.

- 4.1.4.6 The system must provide functionality to review and manually accept or reject matches below a user-defined confidence threshold.

InterSystems EMPI includes a Whole Record Viewer and configurable workflows that enable users to review and manually accept or reject potential matches that fall below a



user-defined confidence threshold. The viewer displays demographic and identity attributes from all contributing sources side by side, enabling quick comparison and informed decision making. Once a decision is made, InterSystems EMPI updates the record status and maintains a complete audit trail of the action taken. This capability ensures that records with ambiguous similarity are resolved accurately while maintaining transparency and accountability.

#### 4.1.4.7 Required Core Data Elements for Matching

Data Element	Description	Data Type
Internal patient identification	Primary identifier used by the facility to identify the patient at admission (e.g., the medical record number).	Extended composite ID with check digit
Person name	Legal name of patient, including surname, given name, middle name/initial, suffixes (e.g., Jr., IV), and prefixes (e.g., Dr., Father).	Extended person name
Date of birth	Year, month, and day of birth (e.g., YYYY/MM/DD).	Time stamp
Gender	Gender such as male, female, unknown, or undetermined.	Coded value
Race	Population group based on physical characteristics (e.g., American Indian/Alaskan Native, Asian/Pacific Islander, Black, White, Unknown, Other, Missing).	Coded value
Ethnicity	Population group based on cultural or geographic origin (e.g., Hispanic origin, not of Hispanic origin, Unknown, Other, Missing).	Coded value
Address	Patient's residential address, including street, city, state/province, postal code, country, and type (e.g., permanent, mailing).	Extended address
Telephone number	Contact number (home, business, or other such as friend/relative).	String data
Alias/previous/maiden names	Any previously used names including nicknames, maiden names, or legally changed names.	Extended person name
Social Security Number	US-issued personal identification number.	String data
Facility identification	Unique facility ID where the patient receives care (e.g., CMS provider ID).	Person location
Universal patient identifier	National identifier (not yet established).	N/A
Account/visit number	Number assigned by billing/accounting for all charges and payments for a visit.	Extended composite ID with check digit
Admission/encounter/visit date	Date/time the patient arrived for care (e.g., YYYY/MM/DD/HH/SS).	Time stamp
Discharge or departure date	Date/time the patient left or died (e.g., YYYY/MM/DD/HH/SS).	Time stamp
Encounter/service type	Type of care received (e.g., emergency, inpatient, outpatient, home care, electronic).	Coded value
Encounter/service location	Location where the encounter or treatment occurred.	Coded value
Encounter primary physician	Attending physician's National Provider	Coded value



Data Element	Description	Data Type
	Identifier for the visit.	
Patient disposition	Intended care setting after discharge (e.g., home, hospital, nursing facility, home health, deceased, transferred, etc.).	Coded value

- \* Data types correspond to those described in Health Level Seven International’s Application Protocol for Electronic Data Exchange in Healthcare Environments.

InterSystems EMPI supports all core data elements specified in the RFQ. Attributes such as internal patient identifiers, person name, date of birth, gender, race, ethnicity, address, phone, aliases, and SSN are the primary fields most relied on in the matching process. These are natively captured, indexed, and leveraged by the matching engine to generate high-confidence linkages.

Other elements listed (such as facility ID, encounter/service type, admission/discharge dates, encounter physician, and patient disposition) are not typically used to uniquely identify an individual. However, InterSystems EMPI can capture and store these attributes to provide additional context during record review and to support the composite record once a match is established. For example, encounter details may help reviewers distinguish between duplicate versus distinct records during manual validation, even if they are not direct inputs to the match algorithm.

In addition, the solution’s underlying InterSystems IRIS for Health data model is highly extensible, enabling the Agency to incorporate new or custom attributes in the future—including evolving national identifiers or new public health reporting elements. This ensures that InterSystems EMPI remains adaptable to current and future requirements.

#### 4.1.5 *Export Integration Capabilities*

##### 4.1.5.1 The system must allow for the exporting of match result data.

InterSystems EMPI provides built-in capabilities to export match result data for use across the Agency’s healthcare and public health ecosystem. Exports can include record linkages, unique identifiers, and audit details of match decisions. The solution supports multiple export formats—such as CSV, XML, and JSON—and offers flexible delivery methods, including secure APIs, automated batch exports, and secure file transfer (SFTP). This ensures match results can be easily integrated into downstream systems like registries, analytics platforms, and the Agency’s Data Bridge without manual intervention.

##### 4.1.5.2 The system must support multiple export formats (e.g., CSV, XML, JSON) and methods (e.g., API, secure FTP, automated batch export) to enable integration with external systems, including but not limited to the Data Bridge.

InterSystems EMPI supports multiple export formats and delivery methods to ensure match result data can be seamlessly integrated with downstream systems, including the Agency’s Data Bridge. Supported formats include CSV, XML, and JSON, and supported methods include secure APIs, automated batch export, and SFTP. These options enable the Agency to select the integration approach best suited to each receiving system, while maintaining security and reliability.

#### 4.1.6 *Security, Compliance, and Performance*

- 4.1.6.1 The solution must be enterprise-grade and capable of supporting mission-critical operations.

InterSystems EMPI is an enterprise-grade platform designed to support mission-critical healthcare and public health operations. The solution is built on InterSystems IRIS for Health, which delivers high performance, reliability, and security at scale. InterSystems EMPI can be deployed in high-availability (HA) configurations to ensure continuous service in the event of hardware or infrastructure failures, and it supports disaster recovery (DR) architectures with geographically distributed failover to protect against data loss or downtime. Combined with robust monitoring, role-based access controls, and full auditing, these capabilities provide the Agency with the resiliency and reliability expected of a system supporting sensitive health and demographic data.

- 4.1.6.2 The solution must be HIPAA and HITECH Act compliant.

InterSystems EMPI is fully HIPAA and HITECH Act compliant, ensuring the confidentiality, integrity, and availability of protected health information (PHI). The solution includes role-based access controls, strong authentication, and encryption of data both in transit and at rest. Comprehensive audit logging provides tamper-evident records of all access and match decisions, supporting regulatory reporting and security monitoring. InterSystems maintains rigorous security and privacy practices aligned with healthcare regulatory standards, giving the Agency assurance that sensitive patient data will remain protected throughout the EMPI lifecycle.

- 4.1.6.3 The system must implement role-based access control to ensure users can access only the data and functions necessary for their role.

InterSystems EMPI includes robust role-based access control (RBAC) to ensure that users can only view or perform functions consistent with their assigned responsibilities. Roles can be defined and customized to match the Agency's organizational structure, with permissions aligned to principles of least privilege. Access policies govern both data visibility (such as which demographic attributes a user may view) and system functions (ability to merge or unmerge records, configure matching rules, or administer users, for example). Combined with audit logging, RBAC provides a secure, compliant framework for managing user access and safeguarding sensitive patient data.

- 4.1.6.4 The system must log all user activity in a manner that is auditable and tamper-evident.

InterSystems EMPI provides comprehensive audit logging that records all user and system activity in a tamper-evident manner. Every action—including record access, updates, merges, unmerges, links, and unlinks—is logged with user identity, timestamp, and event details. Administrative activities such as configuration changes or role assignments are also captured. Audit logs are protected from modification and can be exported for compliance reporting or integrated with enterprise security monitoring tools. This ensures that all interactions with InterSystems EMPI are fully traceable, supporting accountability, regulatory compliance, and security investigations.

4.1.6.5 The system must maintain detailed audit trails of all interactions with the MPI database, including but not limited to:

- Record Access
- Record updates and merges
- Login attempts

InterSystems EMPI maintains detailed, tamper-evident audit trails for all interactions with the EMPI database. This includes logging of:

- *Record access* – Every time a patient record is viewed, by whom, and when.
- *Record updates and merges* – All modifications, merges, and unmerges of records with before-and-after values preserved.
- *Login attempts* – Successful and failed attempts, with timestamps and user identification.

Beyond these, InterSystems EMPI also records administrative actions such as configuration changes, role assignments, and threshold updates. All logs are stored securely, protected from modification, and available for compliance reporting or integration into enterprise SIEM platforms. This ensures the Agency has complete visibility into system use, supporting accountability and regulatory compliance.

#### **4.1.7 Implementation**

4.1.7.1 The vendor must offer a guided installation option with expert oversight and support throughout the deployment process.

InterSystems offers implementation and related services through our Professional Services group. InterSystems Professional Services uses a combination of in-house resources and experienced implementation partners to deliver projects. As the prime, InterSystems provides project, technical, and architectural leadership. InterSystems adds trusted partners to deliver specific functionality and interfaces for each project.

See “[Appendix A](#)” for a description of the implementation approach used by InterSystems Professional Services.

4.1.7.2 Within ten (10) business days of contract award, the contractor shall meet with the agency to develop and finalize the implantation schedule, including key milestones and a mutually agreed-upon project timeline.

During the Discovery phase, which is described in the response to question 4.1.7.1 and begins right after contract award, InterSystems will work collaboratively with the Agency to build a shared vision of the Agency's goals and a project implementation timeline with target go-live dates.

#### **4.1.8 Data Ownership**

4.1.8.1 The vendor must agree that the Agency retains full ownership of all data.

InterSystems agrees that the Agency retains full ownership of all data managed within the InterSystems EMPI solution. All data collected, processed, or stored by InterSystems EMPI remains the exclusive property of the Agency and will only be used for the purposes defined by the Agency. InterSystems will not assert any rights over the data and will not use,

disclose, or share it for any purpose outside the scope of the contract. This commitment ensures that the Agency maintains complete control and governance over its information assets.

- 4.1.8.2 The Vendor must agree that all data related to the execution of the contract is collected on behalf of, and remains the property of, the Agency.

InterSystems affirms that all data collected, created, or processed by InterSystems EMPI under this contract is done so solely on behalf of the Agency and always remains the property of the Agency. Because the solution will be deployed on premises within the Agency's environment, the Agency retains full custody and control of all data. InterSystems does not use, disclose, or claim any rights to the Agency's data, and has no access to it beyond what is expressly authorized during implementation and support activities. This ensures that the Agency maintains complete ownership, governance, and authority over its data throughout the system's lifecycle.

- 4.1.8.3 The Vendor must agree to provide privacy and security safeguards to protect all data from any use or disclosure for any purpose other than the described within this solicitation.

InterSystems agrees to provide comprehensive privacy and security safeguards to protect all Agency data from unauthorized use or disclosure. InterSystems EMPI incorporates strong access controls, encryption of data in transit and at rest, tamper-evident audit logs, and role-based permissions to ensure that information is only accessed and used for the purposes defined in this solicitation. These safeguards align with HIPAA, HITECH, and industry best practices to ensure compliance and maintain trust. InterSystems commits that Agency data will not be used for any secondary purpose beyond those authorized by the Agency.

- 4.1.8.4 The Vendor must return the entire dataset in a specified format upon request or contract termination at no additional cost and in a format specified by the Agency to ensure usability and accessibility.

InterSystems agrees to return the Agency's entire dataset upon request or at contract termination, at no additional cost. The data will be provided in the format specified by the Agency to ensure full usability and accessibility, whether for operational continuity, migration to another system, or archival purposes. InterSystems EMPI supports multiple export formats, including CSV, XML, and JSON, giving the Agency flexibility to select the most effective method for future use. This ensures the Agency retains complete control of its data throughout and beyond the contract lifecycle.

- 4.1.8.5 The Vendor must cooperate with the Agency and any subsequent Vendor should the contract, which is the subject of this RFQ, be terminated, and to deliver any and all data, documentation, and associated work products to the Agency or its designee within thirty (30) working days of receipt of notice of contract termination.

InterSystems will fully cooperate with the Agency and any subsequent vendor in the event of contract termination to ensure a smooth transition of services. Upon notice of termination, InterSystems will deliver all data, documentation, and associated work products to the Agency or its designated vendor within thirty (30) working days. This includes complete EMPI datasets in the Agency's preferred format, configuration settings, technical documentation, and any relevant implementation materials. The InterSystems

transition approach is designed to minimize disruption, safeguard data integrity, and ensure continuity of operations for the Agency.

- 4.1.8.6 The Vendor must destroy all data in the System at the end of the contract and/or upon the request of the Agency in accordance with NIST Special Publication 800-88 or the most current revision of that publication. Destruction of data shall not begin prior to receipt of written authorization from the Agency Project Manager and must be completed within 30 days of receipt of that authorization.

Because the solution will be deployed on premises within the Agency's environment, the Agency retains direct control over all system hardware and storage media. InterSystems affirms that it will comply with the Agency's written authorization and procedures regarding data destruction. If the Agency requests vendor assistance, InterSystems will provide guidance and documentation to support secure deletion of EMPI data in alignment with NIST Special Publication 800-88 standards. However, as the data physically resides on Agency-managed servers, final destruction actions will be executed under the Agency's authority and oversight.

## 4.2 Service, Support, and Training

- 4.2.1 Vendor shall provide free technical support 24 hours a day, 7 days a week. Support shall cover the analysis, troubleshooting, and resolution of any product-related software issues. Technical support must be available via telephone, email, or chat and be staffed by qualified personnel.

InterSystems provides 24 hours a day, 7 days a week technical support through the InterSystems Worldwide Response Center (WRC). The WRC is staffed by highly qualified application developers and systems engineers who provide direct assistance without call-center intermediaries. Customers can access support via telephone, email, web portal (WRC Direct), or fax, with calls answered by a specialist, not a recording. Each support request is assigned an owner responsible from start to closure, ensuring continuity and accountability. Customers set both the priority (crisis, high, medium) and the closure of issues, with escalation procedures in place to guarantee timely resolution. For crisis-level incidents, the WRC provides immediate and continuous 24-hour attention until resolution, with senior management automatically engaged. Remote support is available through encrypted Webex or Secure Link sessions, always initiated by the customer, to protect system and data security.

This model ensures that the Agency receives responsive, expert, and continuous support covering analysis, troubleshooting, and resolution of all product-related software issues.

See the attached *InterSystems Support Guide* for more detailed information.

- 4.2.2 The Vendor must provide and apply all required software and security updates released by the manufacturer at no charge, and in accordance with the manufacturer's guidelines and by the timeframes in the table below:

Update Type	Deadline to Apply
Critical security patch	Within 24- 72 hours
High-severity	Within 7-14 days
Moderate/Medium	Within 30-60 days

**Low/Non-security**

Within 60-90 days, or per manufacturer routine maintenance schedule

InterSystems provides all required software updates, security patches, and release documentation at no additional cost. Updates are issued on a regular cycle (approximately every six months) and may also be released as needed to address critical security or high-priority issues. Each release is accompanied by detailed release notes and best-practice upgrade procedures to guide customers through applying updates in their environments.

Because the solution will be deployed on premises, it is the Agency's responsibility to install updates within its infrastructure. InterSystems supports this process by providing the following:

- Comprehensive documentation outlining recommended upgrade steps, testing considerations, and procedures.
- Technical assistance through the WRC to troubleshoot and answer questions during the update process.
- Clear guidance on urgency and priority, aligned with security best practices and industry standards, so the Agency can apply critical, high, medium, and low updates within the required timeframes.

This model ensures that the Agency retains full control of its environment while benefitting from the ongoing InterSystems release cadence, expert support, and detailed documentation to keep the EMPI solution current and secure.

- 4.2.3 Vendor shall provide a minimum of five hours of free training per user, and the same training for any new user. Virtual training will be sufficient. Training instruction must be available Monday through Friday between the hours of 8:00am to 5:00pm EST.

InterSystems will provide a minimum of five hours of no-cost training per user as part of this contract, delivered virtually during standard business hours. This training introduces users to EMPI functionality, including how to work with patient records, review potential matches, and manage day-to-day tasks. In addition, InterSystems offers a wide range of supplemental training resources, including on-demand eLearning modules, role-specific learning paths, and digital badges, enabling staff to extend their knowledge beyond the minimum requirement. For organizations seeking deeper technical expertise, InterSystems also offers an optional three-day instructor-led EMPI course (available virtually or on site), which covers advanced topics such as installation, configuration, and onboarding of data sources. This ensures that the Agency can meet the five-hour minimum training requirement at no additional cost, while retaining the flexibility to pursue more comprehensive training if desired.

- 4.2.4 All licenses are to be covered by maintenance and support through the award of the contract. Maintenance and support may be renewed for up to three (3) optional one-year renewal terms.

All InterSystems subscription licenses include comprehensive maintenance and support services as part of the contract. This coverage provides the following:

- Technical assistance through the WRC, available 24/7/365 via telephone, email, or web portal.



- Software updates, including security patches, performance improvements, and new feature releases, delivered throughout the contract term at no additional cost.

All licenses provided under this contract will remain fully covered by maintenance and support. The Agency may renew this coverage for up to three optional one-year terms, ensuring long-term continuity of service, technical assistance, and software advancement.

- 4.2.5 Vendors must provide a copy of all applicable maintenance, support, and third-party software agreements with their bid response for review and approval by the State of West Virginia. Submission of such terms after the contract award may result in cancellation of the agreement. Including these documents with the bid helps expedite the review and procurement process. If any third-party software agreement requires agency signature, they must also be included with the bid. The State reserves the right to reject any terms that conflict with the State Code, and such conflicts may result in bid disqualification.

InterSystems will provide copies of all applicable maintenance, support, and third-party software agreements with this bid response as required. These documents are included as an attachment for the Agency's review and approval.

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## 9. Miscellaneous

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

Contract Manager: Shannon Quinlan

Telephone Number: 617-336-2521

Fax Number: 703-748-0606

Email Address: [Shannon.Quinlan@InterSystems.com](mailto:Shannon.Quinlan@InterSystems.com)



## Appendix A – Implementation Approach

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### Methodology

InterSystems designed our customer engagement methodology to provide an efficient and successful customer experience through the sales and solution delivery phases to deliver customer value quickly, while reducing the operations and maintenance costs of the solution. Under this engagement methodology, InterSystems Professional Services achieves success by leveraging a solution-based approach to delivering standardized product solutions designed for best practice use in various global markets, with an installation process optimized for InterSystems standard products.

### Key Principles for Customer Success

#### Customer Value Driven:

- InterSystems focuses on Discovery during the Statement of Work (SOW) engagement period ensuring that we understand the customer's requirements.
- We invest in building a joint vision and setting clear expectations, driven by use cases that deliver customer value.
- Working with our customers, we prioritize high impact use cases first, enabling the solution to add value and be repeatable.

#### Customer Engagement:

- Businesspeople, clinicians, and technicians work together daily throughout the project.
- Teamwork, transparency, and interactions over written communications.
- The best architecture, requirements, and designs emerge from self-organizing, cross functional teams.
- User engagement early and throughout the implementation produces a solution that better meets the customer's needs and goals.

#### InterSystems Leadership:

- Broad clinical, market, and technical experience, and knowledge enable InterSystems to work closely with and guide our customers.

#### Executive Engagement:

- Ensure stakeholder satisfaction.
- Build teams around motivated individuals with a clear customer, industry, and technical vision.
- Craft project objectives creating compelling events, urgency, and engagement.
- Provide complete transparency to our stakeholders in everything we do and produce to enable open and honest conversations and effective governance.

### Rapid Adoption:

- The solution only provides value if the users adopt it.
- Priority is getting solutions to end users quickly.
- Partnership and teamwork ensure getting the solution up and running quickly.

### Adaptability and Feedback:

- Changes, priorities, and improvements are part of the project governance.

## Implementation Stages

Figure 2 depicts the implementation stages InterSystems Professional Services will use throughout the project.

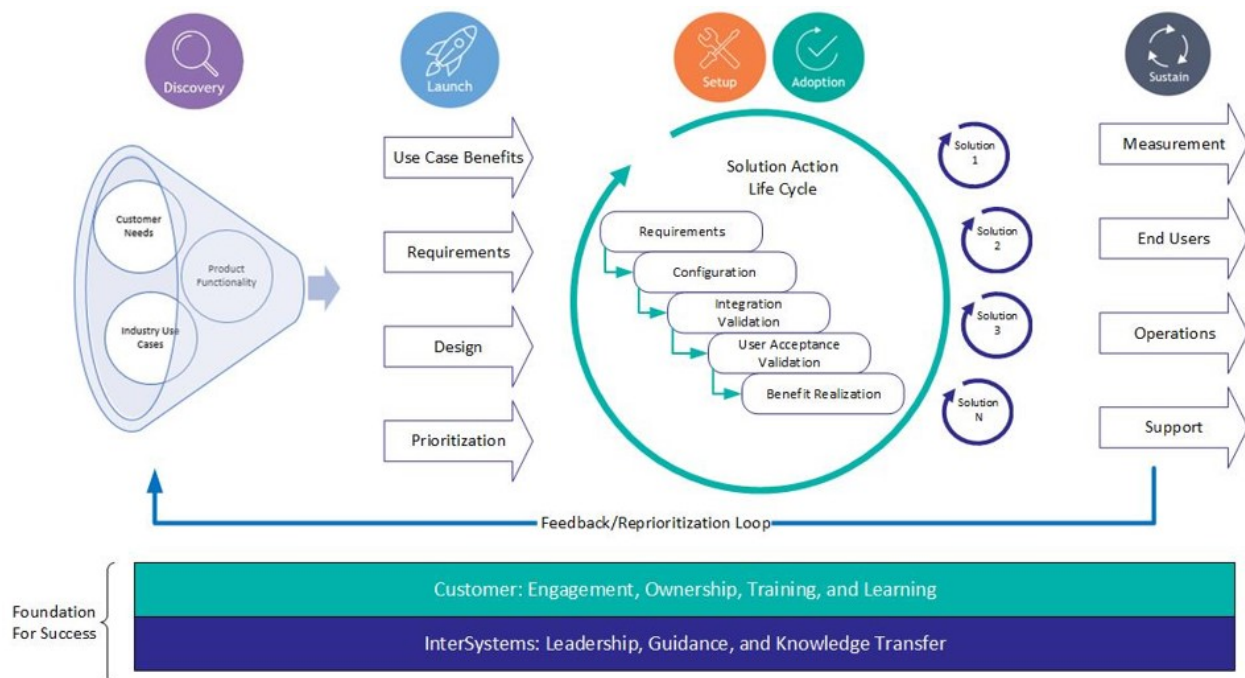


Figure 2: InterSystems implementation stages

### Discovery

Discovery is the first stage in the InterSystems Implementation Approach. The key goal of the Discovery stage is to gain a full and clear understanding of the customer and how to apply InterSystems solution-based delivery to meet customer needs rapidly and effectively. The goal of the Discovery stage is to:

- Build relationships and trust
- Build a shared vision based on the stakeholder's goals
- Agree on an implementation strategy with target go-live dates
- Identify key risks

## ***Launch***

The Launch is the Planning stage which refines understanding and use cases, enabling benefits to achieve rapid solution adoption:

- Craft project objectives creating compelling events, urgency, building executive sponsorship, and multipliers engagement
- Establish an implementation process for planning and execution, communication, risk and issue mitigation, etc.
- Keep the shared Vision as the framework to filter relevance and prioritization for requirements, which tend to increase during solution confirmation interactions
- Engage multi-level stakeholders to best manage end-user perception and reduce adoption resistance risk
- Clarify objectives, leverage sufficient functionalities configuration completion, and leverage rapid adoption

## ***Setup and Adoption***

The Setup and Adoption Stages are a repeatable loop that includes:

- Complete technical setup, data load and interfaces. Setup is iterative.
- Boxed time framed goals are a leverage to achieve quick wins and avoid getting trapped on never ending requirements discussions.
- Adoption of one or more solution use cases, building trust and early value perception. Incremental use case go-lives add value to the customer.
- Solution design validation and value perception is key on end users buy-in.
- Focus on end-user experience, selling benefits.
- Once InterSystems EMPI is in production, short interactions for optimization are expected.
- Solutions can run in parallel to maximize time.

## ***Sustain***

The Sustain stage occurs when a solution is completed and turned over to the customer.

- After the solution is in production, end users realize the benefits of the solution.
- Operations group is engaged to monitor and maintain the solution.
- If there are any questions, InterSystems support (Worldwide Response Center) is engaged 24 hours a day, 7 days a week, 365 days a year.

## ***Feedback***

Continuous knowledge is gained throughout the project and changes can happen.

- Feedback is always encouraged throughout the implementation process.
- Lessons learned, reprioritization, and changes in scope are part of the implementation process.

## Foundation For Success

InterSystems working together with the customer is the foundation for a successful project.

### **Customer:**

- Key personnel engaged in all aspects of the project.
- Taking ownership of priorities and identifying scope.
- Participating in training and learning about all aspects of the solution.

### **InterSystems:**

- InterSystems offers leadership in helping the project become successful.
- InterSystems delivers guidance on best practices and works with lessons learned.
- InterSystems creates knowledge transfer sessions for all use cases.

# Pricing Proposal

**Date Issued**                      **10/02/2025**

Attn: Ms. Crystal Hustead  
State of West Virginia  
2019 Washington St E  
Charleston, WV 25305  
**RE: CRFQ 0506 MIS2600000001**

	<b><u>Y1</u></b>	<b><u>OY1</u></b>	<b><u>OY2</u></b>	<b><u>OY3</u></b>
Licensing, M&O*	\$ 367,186.00	\$ 378,201.58	\$ 389,547.63	\$ 401,234.06
Implementation Services	\$ 262,000.00			
Investment	\$ 629,186.00	\$ 378,201.58	\$ 389,547.63	\$ 401,234.06

**Subscription Fees Based Upon Total Number of Patients as Provided (5,500,000). Fifty percent discount applied and approved.**

**Pricing is based upon standard commercial Terms and Conditions.**

## InterSystems EMPI

### ROM Proposal for State of West Virginia

2<sup>nd</sup> October 2025 - InterSystems Confidential

Note: This preliminary proposal is based on the information currently available to InterSystems.

**Customer:** State of West Virginia

**Product:** InterSystems EMPI

### Implementation Summary

InterSystems standard setup package for InterSystems EMPI is included in the Implementation Summary. During the procurement process, InterSystems will perform a discovery exercise to confirm the required scope and finalize the Statement of Work (SOW). The SOW will cover the standard set up of the Solution as well as additional implementation services as needed. The SOW will specify project details including InterSystems and Customer responsibilities of project tasks and schedule.

#### InterSystems Responsibilities

- Install and configure InterSystems EMPI in three environments (Development, Test, and Production).
- Configure system users locally. Integration with a user management system such as LDAP is not included.
- Configure normalization rules based on customer data.
- Load patient demographic data source feed as flat files from five customer applications. The data must be provided as delimited files for patient demographics in the InterSystems provided format.
- Enable referential matching: Select a group of patients, submit to an external matching engine for processing and import the results to the EMPI.
- Execute a one-time tuning exercise, using a representative set of real patient demographic data.
- Collaborate with Customer to validate agreement and disagreement probabilistic matching weights, establish the appropriate link thresholds.
- Configure Add, Update, and Query API.
- Configure out of the box role-based access to the InterSystems EMPI Worklists.
- Configure out of the box reporting.
- Support testing processes.
- Provide training on using InterSystems EMPI worklists.

## Customer Responsibilities

- Provision on-prem infrastructure with appropriate specifications.
- Provide access for the InterSystems implementation team to the provisioned environments.
- Deliver patient demographic data for backloading using the InterSystems defined format.
- Support integration with customer applications.
- Engage in discussion re: optimal probabilistic matching configuration based upon their operational needs.
- Develop and execute User Acceptance Testing (UAT) test cases.

## Expansion of Scope

Pricing specified herein is based on InterSystems Standard Solution scope. Should the Customer desire to extend the scope beyond the capabilities of the proposed Solution, InterSystems will provide a proposal reflecting any additional HealthShare software or services that may be required.

## Project Management and Technical Leadership Services

As part of this approach, InterSystems will provide Project Management and Technical Leadership services to guide and govern the Customer's solution design and deployment. These services include project governance, task management, and project progress monitoring, and are based on the project's duration. The project duration is estimated at four (4) months. The price estimate includes the cost of project management and technical leadership for this duration. If the customer requests additional scope and/or the project duration is extended, InterSystems will charge Project Management and Technical Leadership for the additional period on a time and material model.

## Integrations

Customer Outbound integrations use cases must be priced separately as a customer specific use case.

Inbound integrations identified in the project scope and included on the preliminary estimates are the five current Legacy Flat Files listed in the RFQ in section 4.1.3.1:

- NBS – Infectious Disease Surveillance
- SIIS – Immunization Registry
- WVORS – Disease Outbreak Surveillance
- VitalCheck – Birth and Death Records
- WVHIN – Hospitalization and Race/Ethnicity Data (Flat Files)

## Customer-specific Use Cases

Customer-specific use cases are priced separately based on the Time and Material model. InterSystems will perform a Discovery session to capture requirements and propose a solution design.

InterSystems Public Sector Corporation | 8000 Towers Crescent Drive, Suite 250, Vienna, VA 22182

For more significant extensions, InterSystems will create a new Solution Specification and Statement of Work.

## Implementation Pricing

The implementation services will be billed on a T&M basis governed by a “not to exceed” amount and a change management process to add or remove scope and hours. Services are billed monthly based on actual hours used. These estimates are based on the final scope of service defined by the formal Statement of Work as part of the Solution Agreement. If additional scope is required, InterSystems will amend the proposal to meet the additional scope.

Once the Customer accepts the preliminary proposal, InterSystems will engage with the Customer to build the project SOW that will be part of the Solution Agreement.

Note that InterSystems may employ trusted implementation partners as subcontractors to carry out certain project tasks.

Travel expenses for on-site implementation services, if any, are not included.

If third-party terminology management products and services are required, they need to be purchased separately.



# InterSystems EMPI



**35%** of denied medical claims stem from inaccurate patient identification

## Next-Generation Enterprise Master Person Index for Identity Management

Seamless patient, member, and beneficiary identification is essential for efficient operations across healthcare organizations and government agencies. Yet, fragmented systems, inconsistent identifiers, and data gaps continue to disrupt workflows, increase costs, and compromise care quality and service delivery. 35% of denied medical claims stem from inaccurate patient identification<sup>1</sup>, while mergers and affiliations further complicate record consolidation. Even within a single information system, duplicate or overlaid records can introduce inefficiencies and risks; by creating costly administrative burdens and compromising the accuracy of AI workflows built on unreliable data. To maintain data integrity and prevent cascading errors, organizations must be able to detect problematic records in real time and trigger corrective actions.

Traditional Enterprise Master Person Indices (EMPI) tackle these challenges by leveraging deterministic and probabilistic algorithms to match records across systems. Next-generation EMPIs take this one step further, incorporating referential matching to cross-reference authoritative external sources such as government databases and credit bureaus to fill in the gaps.

**InterSystems EMPI™** is a next-generation enterprise master person index with referential matching, delivered in partnership with industry leader LexisNexis®, to provide an automated, easily integrated solution for identity resolution. It seamlessly pairs with InterSystems Unified Care Record, merging multi-source data into a single, accurate longitudinal health record. InterSystems EMPI can also function as an enterprise or agency-wide standalone solution, ready for deployment across your organization.

<sup>1</sup> Black Book Research

To maintain data integrity and prevent cascading errors, organizations must be able to detect problematic records in real time and trigger corrective actions.

## Key Features

### Advanced Matching Engine for Accurate Identity Resolution

At the core of InterSystems EMPI is a sophisticated matching engine that leverages deterministic and probabilistic logic, along with a vast referential data. It includes a set of automated tuning tools for adjusting the algorithms to address your unique needs.

### Referential Matching<sup>2</sup>

Seamless integration of LexisNexis® LexID® for referential matching of record pairs between configurable thresholds.

### Composite Record and Whole Record Viewer

InterSystems EMPI automatically determines which records refer to the same individual and creates a single composite demographic record for each person. When there are slight differences between data sources, the system uses configurable rules to choose the most trusted source.

To facilitate manual review and validation, the Whole Record Viewer lets you efficiently compare and validate person identity and demographics across all source records on a single screen.

### Data Quality Framework and Dashboards

Data Quality Framework (DQF) is an analysis tool that accelerates EMPI creation, enhances accuracy, and simplifies maintenance. It assesses data cleanliness, allowing you to collaborate with system managers to improve data quality at the source, or to establish pre-processing routines before data enters the EMPI. DQF includes dashboards to track data trends over time, helping identify issues early and prevent bad data from compromising your EMPI and downstream clinical or analytics workflows.

InterSystems EMPI includes usage and detail dashboards to maximize record-matching accuracy.

- Overview dashboards display key metrics, such as user logins and imported patient records.
- Linkages Detail dashboards provide insight into how records link across facilities or the entire system.
- Record Summary dashboard track adds, updates, mergers, and usage trends over time.

### Workflow Integration

InterSystems EMPI includes easy-to-use and configurable workflows to manage those cases where manual intervention and approval is required. It also automatically notifies other systems and facilities about important changes to information.

### Batch Import

The Batch Import utility enables bulk loading of person data into the system, making it ideal for onboarding a new data source or migrating from existing systems. It provides APIs to ingest demographic data into InterSystems EMPI and export data from registries.

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<sup>2</sup> LexisNexis® is a trusted leader in data intelligence, maintaining one of the most far-reaching databases in the US, covering virtually every adult— including unbanked populations who may not be represented in traditional financial records. Their vast network enables comprehensive identity resolution while upholding strict privacy and security standards. At InterSystems, we leverage LexisNexis data solely to enhance person identity matching, never for our own enrichment.

## Record Integrity and Configuration Evaluator

The Record Integrity and Configuration Evaluator utilities optimize EMPI settings and operation both before and after go-live. They run on the live system without requiring service interruptions to diagnose and repair system configuration or data integrity issues.

## Standards-Based APIs for Connectivity

Built-in secure and robust support for standards, including HL7 FHIR®, HL7® v2, IHE (PIX, PDQ, PDQm, XCPD), and Web Services, enables you to easily integrate InterSystems EMPI with the other applications in your enterprise.

## Customized Rules

A built-in rules engine allows you to create and implement site-specific logic, such as customized person matching and alerting. Our advanced algorithms simplify the tuning process by analyzing your data and providing recommendations for linkage weights.

## Auditing and Security

A secure, role-based portal manages access to data and utilities.

All record updates are auditable, as are all decisions to link or unlink person records.

## Flexible Deployment Options

InterSystems EMPI can be deployed on premises or as a fully managed service.

When you subscribe to InterSystems EMPI Managed Services, InterSystems designs, hosts, and delivers the integration platform so you do not need to purchase, operate, secure, or maintain the infrastructure yourself. InterSystems EMPI Managed Services include:

- All data center resources, including hosting, hardware, and network capacity needed to run the solution
- Ongoing maintenance of all solution components
- Customer-specific configuration and implementation services to bring the solution live, including building connections
- 24/7 support for the solution including real-time monitoring
- Seamless upgrades
- Sophisticated security and data protection programs

## World-Class Customer Support and Educational Services Boost Success

InterSystems EMPI is backed by InterSystems acclaimed customer support and educational services. For more information visit [Support.InterSystems.com](https://support.intersystems.com) or [Learning.InterSystems.com](https://learning.intersystems.com).

**InterSystems**, A Creative Data Technology Provider.

*Disclaimer: InterSystems software, associated services, materials, and expertise may utilize artificial intelligence capability and functionality. Please refer to the [InterSystems Transparency Notice](#), Product-specific Documentation and the applicable Statement of Intended Use for more information.*

InterSystems EMPI can be deployed on premises or as a fully managed service.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0506 MIS2600000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

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

INTER SYSTEMS PUBLIC SECTOR CORPORATION  
Company

[Signature]  
Authorized Signature

OCTOBER 2, 2025  
Date

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



**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.

(Printed Name and Title) Ms. SHANNON QUINLAN, OF COUNSEL  
(Address) 8000 TOWERS CRESCENT, VIENNA, VA 22182  
(Phone Number) / (Fax Number) 617-336-2521 / 703-748-0606  
(email address) SHANNON.QUINLAN@INTERSYSTEMS.COM

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

INTERSYSTEMS PUBLIC SECTOR CORPORATION  
(Company)

[Signature]  
(Signature of Authorized Representative)

STEVE SACHS, PRINCIPAL DIRECTOR, 10/2/25

(Printed Name and Title of Authorized Representative) (Date)

517-489-1032

(Phone Number) (Fax Number)

STEVE.SACHS@INTERSYSTEMS.COM

(Email Address)