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Header #3

List View

General Information

Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1753008

Procurement Type: Central Master Agreement

Vendor ID: 000000111769

Legal Name: MDI ACHIEVE INC

Alias/DBA:

Total Bid: \$37,548.00

Response Date: 08/19/2025

Response Time: 13:20

Responded By User ID: MatrixCare

First Name: Carriann

Last Name: Horstead

Email: carriann.horstead@matrix.com

Phone: 6519553510

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2600000001

Published Date: 8/14/25

Close Date: 8/19/25

Close Time: 13:30

Status: Closed

Solicitation Description: Electronic Medical Records System

Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia
Solicitation Response

Proc Folder: 1753008		
Solicitation Description: Electronic Medical Records System		
Proc Type: Central Master Agreement		
Solicitation Closes	Solicitation Response	Version
2025-08-19 13:30	SR 0613 ESR08192500000001129	1

VENDOR
000000111769 MDI ACHIEVE INC

Solicitation Number: CRFQ 0613 VNF2600000001

Total Bid: 37548 **Response Date:** 2025-08-19 **Response Time:** 13:20:14

Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN#

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	License Monthly fee, Base Year One	12.00000	MO	3129.000000	37548.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Our legal department will not sign the documents and has required that we use MatrixCare specific contracts due to the amount of redlining that would be required to modify your standard master agreement to accommodate our requirements.
Unit price is the monthly license fee and does not include the one time professional services fee.
Our elite package brochure will be included if we are able to upload it to the bid, along with our Master Agreement

Extended Description:
Please see Exhibit "A" Pricing Page to Input Pricing
License monthly fee, Base Year One.

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (“Agreement”) is entered into as of the final signature date below (“Effective Date”), by and between **MatrixCare, Inc.**, with an address of 1550 American Blvd E., Bloomington, MN 55425, (“MC”), and [Company Name], organized under the laws of the State of [State], with offices at [Company Address], (“Customer”). MC and Customer may be referred to individually as a “Party” and together as the “Parties.”

In consideration of the promises, mutual covenants, and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

- 1.1. **“Care Setting”** means a physical area or group of separate spaces in which the same type of health-related aid and assistance is provided to residents within a long-term care facility. Care Settings are located within facilities, and the term is used to denote the separate and distinct types of care that can be provided within the same physical structure. Every long-term care facility has at least one Care Setting, and many have two or more. While a facility might offer multiple types of care, a Care Setting offers only one type of care, which makes it distinct and requiring individual attention and planning within a facility.
- 1.2. **“Confidential Information”** means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including (i) the source and object code of all components of the System, any derivatives thereof, trade secrets, know-how, business operations, plans, strategies, customers, and pricing of MC, (ii) the Documentation, (iii) the design and architecture of the database, (iv) the terms and conditions of this Agreement, and (v) all information which is either disclosed in writing and clearly marked as confidential at the time of disclosure or disclosed orally and clearly designated as confidential in a written communication to the receiving Party within seven (7) days following the disclosure or (vi) any information understood by a reasonable person to be confidential under all the circumstances of the disclosure. All financial, business, member, provider, subscriber, insured, insurer, employee, and customer information provided under this Agreement, network, data center, storage and infrastructure environment information, and individually identifiable personal information provided by Customer or its agents, as defined by HIPAA, is also Confidential Information without the requirement to either mark or designate as Confidential Information.
- 1.3. **“Documentation”** means the most recent documentation of the functional operation and serviceability parameters of the Licensed Software.
- 1.4. **“Go-Live”** means the first time that MC has made available any part of the System and it is performing in conformity with the Documentation.
- 1.5. **“HIPAA”** refers to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and their implementing regulations.
- 1.6. **“Implementation Workplan”** means the specific plan, complete with task dependencies, durations, and resourcing assignments of the Parties, intended to result in successful use of the System.
- 1.7. **“Intellectual Property”** means any and all intellectual property rights related to the technology, including procedures, designs, inventions, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a worldwide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.
- 1.8. **“Licensed Software”** means the object code version of computer programs developed by MC identified on a SOW, including updates and any other modifications, enhancements or supplements to such programs furnished to Customer by MC pursuant to this Agreement, but excluding the Third-Party Materials.
- 1.9. **“Site”** means a Customer Care Setting specified in a SOW.
- 1.10. **“Statement of Work”** or **“SOW”** means a work authorization which may be agreed to by the Parties from time to time. The work authorization may specify software to be licensed, services to be performed, hardware to be purchased, or other agreements between the Parties.
- 1.11. **“System”** means the Licensed Software and Third-Party Materials, if any, and any Updates thereto.
- 1.12. **“Third-Party Materials”** means any hardware, third-party software and/or sublicensed software identified for purchase, or license, by Customer from MC in a SOW or applicable MC purchase order. Such software may be listed as sublicensed software on a SOW.

2. SOFTWARE LICENSES.

- 2.1. **Licensed Software.** As may be specified in a SOW and subject to Customer’s compliance with the terms and conditions of this Agreement and the applicable SOW, MC grants to Customer a limited, personal, non-exclusive, non-transferable, non-assignable, non-sublicensable license under MC’s Intellectual Property rights to use the Licensed Software in object code form during the term. MC reserves all rights not expressly granted to Customer herein. Customer may not allow any unlicensed third party to access the System unless provided expressly in a SOW or with written approval from MC. Customer will take all reasonable steps to safeguard the System in accordance with prevailing industry standards and applicable law to prevent unauthorized disclosure.
- 2.2. **Third-Party Materials.** As may be specified in a SOW and subject to Customer’s compliance with the terms and

conditions of this Agreement, MC grants to Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable license under MC's or its licensors' Intellectual Property rights to use the Third-Party Materials in object code form integrated with the Licensed Software solely for Customer's internal business purpose during the term. As may be specified on a SOW, MC may also provide third party software to Customer strictly as a reseller and not as licensor or sublicensor. Customer agrees to purchase or license all Third-Party Materials in the applicable SOW or applicable MC purchase order. MC reserves the right to replace or substitute any of the Third-Party Materials with reasonably equivalent components.

- 2.3. **Audit.** MC reserves the right to audit Customer for compliance with the terms of this Agreement. Customer consents to the System sending usage data (e.g., the number of instances the software is launched, the device IP address or other applicable device identifier, including MAC address or UDID, domain counts, and other information deemed relevant) to ensure that our software is being used in accordance with the terms of this Agreement or any SOW. Customer agrees not to block, electronically or otherwise, the transmission of data required for auditing compliance with this Agreement.
- 2.4. **Additional Volume.** Use of the System is subject to usage limits, which may be based on beds, users, or other criteria as outlined in a SOW ("Usage Criteria"). Customer acknowledges that the fees for its use of the System are based upon the Usage Criteria. Unless otherwise authorized by MC in writing, Customer may not exceed the Usage Criteria as outlined in the SOW. If Customer exceeds the Usage Criteria, the fees shall be increased at MC's then-current rates, or pre-determined rates if explicitly set forth in the SOW. Customer will be responsible for all fees due to usage that exceeds the Usage Criteria. MC assistance in activating the System for usage that exceed the Usage Criteria, including but not limited to additional Customer sites or locations (regardless of the reason for such expansion), may require additional MC Professional Services fees and shall be subject to the execution of a SOW for the required MC Professional Services.
- 2.5. **Reverse Engineering.** Customer will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the System or permit or induce the foregoing. Customer acknowledges that this license does not entitle Customer to modify or create derivative works of the System.
- 2.6. **Service Bureau.** Customer shall not distribute, sell, rent, lease, sublicense, or otherwise transfer rights to the System or any part thereof. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor, except as may be expressly authorized in a SOW.

3. HARDWARE

- 3.1. **Hardware.** Any hardware purchased will be specified in a SOW or applicable MC purchase order. MC reserves the right to replace or substitute any or all hardware with equivalent components prior to delivery should such hardware no longer be manufactured or available at the time the order is placed.
- 3.2. **Third-Party Hardware.** Any third-party hardware provided in a SOW or purchase order may come with certain warranties and other terms and conditions with respect to the hardware and MC shall pass through all such warranties to the extent permitted to do so. Except for the foregoing third party manufacturers' or licensors' warranties, all hardware which may be provided to Customer shall be provided "AS IS" without warranty of any kind from MC.

4. PROPRIETARY RIGHTS.

- 4.1. **Ownership.** Customer acknowledges and agrees that: (i) MC or its licensor retains all right, title, and interest in the Licensed Software, all modifications and improvements to the Licensed Software regardless of whether any such modification or improvement is the result (in whole or in part) of any suggestions or changes made by Customer, the Third-Party Materials, the Documentation, any work product resulting from the performance of the services, and all Intellectual Property rights therein, and (ii) MC is not Customer's employee, and none of the foregoing materials are works made for hire. MC retains the exclusive right to reproduce, publish, sell, and license the Licensed Software. At no time during the term of this Agreement or any time thereafter shall Customer challenge the validity of MC's copyright in the Licensed Software. Customer further acknowledges that ownership and use of the Licensed Software and Documentation by MC has substantial commercial value to MC. Notwithstanding the foregoing, nothing in this section prevents Customer and MC from making a future agreement pursuant to a separate SOW under which certain software products could be developed as "works made for hire" basis; provided that the particular SOW explicitly states that fact. Customer grants to MC and MC's affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and/or incorporate into MC and/or MC's affiliates' software/services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Customer's users.
- 4.2. **Restricted Rights.** The Licensed Software is commercial computer software programs developed exclusively at private expense. Customer acknowledges that the System, or any hardware, and related technical information, documents and materials may be subject to the U.S. Export Administration Regulations and other applicable laws. Customer agrees that it will (i) comply strictly with the legal requirements established under these controls, (ii) cooperate with MC in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export or otherwise transfer, directly or indirectly, the System, or any hardware or any related technical information, documents or materials, or any related product thereof to any destination, company or person restricted or prohibited by these export controls, unless Customer has obtained prior written authorization from MC and the applicable governmental organization.
- 4.3. **Legend.** Customer will not alter or remove any copyright notice, trademark notice, legend, marking or other notice from the System, Documentation, or other materials provided by MC.
- 4.4. **Data Ownership.** Customer owns all data related to its operations, clients, or residents that Customer enters into the System or as otherwise created through input into the System (collectively "User Data"). MC agrees not to disclose User

Data to any third party, except as expressly authorized by the Customer or pursuant to applicable law, regulation, judicial order, subpoena or other legal process; provided, that in such a case, MC shall (a) give Customer reasonable advance notice, (b) assist Customer (at Customer's expense) in its contest of the demand, (c) attempt to obtain a protective order or other reliable assurance that the party making the demand will protect the User Data from unauthorized use and disclosure, and (d) furnish only so much of the User Data as is legally required. Notwithstanding the above, MC expressly maintains the right to use statistical information derived from aggregated, normalized, and de-identified data for marketing and other business purposes.

- 4.4.1. **Data Warranty and Indemnification.** Customer warrants that they own or otherwise have the right to use any and all information that they add, or have MC add, to the System. Customer will defend, indemnify and hold harmless MC, its officers, employees, agents, affiliates and representatives from and against any and all damage, expense (including the cost of reasonable attorneys' fees and professional fees), causes of action, suits, claims, penalties, judgments and/or liabilities incurred by reasons of any breach of this warranty.

5. SERVICES.

- 5.1. **Software Support.** MC will use commercially reasonable efforts to provide standard support services for supporting Customer's use of the Licensed Software, including modules and components listed to such degree as MC makes such services generally available for the applicable Licensed Software.
- 5.2. **Implementation Services.** If implementation services are included in a SOW, MC shall use commercially reasonable efforts to develop a specific Implementation Workplan within a reasonable timeframe following the Effective Date of the applicable SOW. This Implementation Workplan shall be based on MC's standard implementation procedures for the Licensed Software. The Implementation Workplan is based upon any assumptions listed in the Implementation Workplan or a SOW. Following establishment of the specific Implementation Workplan, MC will complete all of its obligations specified set forth in the Implementation Workplan in all material respects, subject to Customer's compliance with its obligations hereunder or thereunder. MC will not be obligated to provide any services requested by Customer which are not included in the Implementation Workplan or a SOW, unless the Parties agree to a signed amendment or supplement to the Implementation Plan setting forth mutually agreeable terms for the provision of such services. Customer acknowledges the current feature set of any System licensed under a SOW and agrees that any Customer decision to delay or suspend implementation in anticipation of future System updates shall not constitute a delay on the part of MC.
- 5.3. **Mutual Cooperation.** Both Parties acknowledge that successful implementation of the Licensed Software pursuant to Agreement requires full and mutual good faith cooperation. The Parties will work together in a joint effort to accomplish the tasks and objectives set forth in the SOW. Each Party will use its reasonable efforts to accomplish the tasks assigned to such party in the SOW, and to cooperate with the other Party, on a timely basis and in a professional manner, subject to receipt of all necessary and appropriate cooperation and support from the other Party. To facilitate prompt and efficient completion of the work, Customer shall cooperate fully and timely with MC in all respects, including, without limitation, providing information as to MC requirements, providing access to the facilities, systems, equipment and hardware necessary, and providing access to all necessary information regarding Customer's facilities and systems, as well as providing space for MC personnel to work at Customer's facility, if needed.
- 5.4. **Hosting Services.** MC shall provide hosting services for any SOW under which MC hosted Licensed Software is licensed. MC will use commercially reasonable efforts to ensure that during any twelve (12) month period the Licensed Software shall be available at least 99.5% of the time, excluding scheduled maintenance and interruptions due to failures outside of MC's control. System availability will not be provided during: (i) scheduled network, hardware, software or application maintenance as well as scheduled hardware and software upgrades from time to time; (ii) periods of disruption in Customer connections, circuits or equipment; (iii) reasons of Force Majeure (including without limitations, strike, fire, flood, delay in component assembly, failure of Internet, governmental actions, orders or restrictions, or any other reason, where failure to perform is beyond the reasonable control or caused by the negligence of performing party).
- 5.5. **Work Authorization.** Customer may choose to license additional software and/or purchase services and/or hardware from MC. Terms for MC provides professional services provided beyond what is listed in a SOW shall be at MC's then current rates and the terms of this Agreement shall apply to such provides services. Notwithstanding the foregoing, the Parties agree that terms set forth in a Customer's purchase order (or other form of acceptance) that vary from, or that are not consistent with, the terms set forth herein or in a particular SOW are not intended to be binding, are null and void, and the terms and conditions of this Agreement and applicable SOW shall control. No term, condition or provision contained in any such purchase order shall modify, supplement or vary any provision contained herein. All orders shall be governed solely by this Agreement and the applicable SOW or MC purchase order.

6. BILLING AND PAYMENT.

- 6.1. **Payment of Fees.** In consideration for the services, System, hardware, and other valuable consideration provided by MC to Customer hereunder, Customer shall pay MC the fees as set forth in a SOW. Customer shall have no right of return or refund of paid fees except as expressly provided otherwise on a SOW.
- 6.2. **Reimbursement of Travel and Expenses.** Customer will reimburse MC for all reasonable expense incurred while providing services, including travel, lodging and out-of-pocket expenses. Unless expressly provided otherwise in the applicable SOW, the quoted service fees are exclusive of travel and expenses.
- 6.3. **Invoices.** MC shall invoice Customer for all fees and expenses in accordance with the payment terms specified in the applicable SOW or quarterly if not otherwise specified in a SOW, provided that MC's failure to invoice Customer will not

relieve Customer of its obligation to pay on the scheduled date. Invoices shall be due and payable by Customer net 30 days following the date of the invoice, without withholding, deduction or off set of any amounts for any purpose. Customer waives any right to dispute a charge that Customer does not dispute within 15 days of the date on the applicable invoice.

- 6.4. **Interest Charges.** Invoices not paid within ten (10) business days of written notification of delinquent payment shall be subject to a one and one-half percent (1.5%) interest charge per month or the highest interest rate allowed by law, whichever is lower. MC may restrict or suspend maintenance, support, services, and/or access to any System licensed under this Agreement and all related Statements of Work until payments of outstanding invoices are received in full. In addition, Customer shall reimburse MC for all costs and expenses (including attorneys' fees, judicial and extra-judicial fees) incurred by MC with respect to the collection of overdue invoices.
- 6.5. **Acceleration.** If any fees, owed by Customer under this Agreement or any related SOW, are thirty (30) days or more overdue, MC may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable.
- 6.6. **Taxes.** Customer shall pay any taxes, duties, licenses, fees or tariffs imposed by any state or governmental body or agency, including for storage, licensing, sale, transportation, import, export or use of the System or any component thereof. Notwithstanding the foregoing, if Customer is a not-for-profit charitable corporation and is not subject to the payment of sales taxes, Customer shall provide MC a certificate or similar documentation evidencing its exemption from such payment upon request.
- 6.7. **Price Increases.** If not otherwise specified in a SOW, prices may be adjusted annually by MC.
- 6.8. **Delivery/Risk of Loss.** All materials provided by MC to Customer hereunder are shipped FOB shipping point. Customer shall pay all shipping charges for materials shipped by MC to Customer under this Agreement.
7. **LIMITED WARRANTIES AND COVENANTS.**
 - 7.1. **Licensed Software Warranty.** MC represents and warrants to Customer that the Licensed Software shall perform in material compliance with the Documentation. If MC hosts the Licensed Software, the warranty will be extended as long as there is an active SOW providing for the Licensed Software. If Customer is hosting the Licensed Software, this warranty shall last for a period of 90 days from Go-Live.
 - 7.2. **Services Warranty.** MC warrants that the services will be performed by qualified and appropriately trained personnel in a workmanlike manner. Customer's sole remedy for a breach of this warranty shall be to have MC re-perform the services. MC shall replace any MC service personnel, if Customer reasonably requests such personnel be replaced.
 - 7.3. **Third-Party Materials.** Customer acknowledges and agrees that the manufacturers, or licensors, of the Third-Party Materials may provide certain warranties and other terms and conditions with respect to the Third-Party Materials supplied to Customer under this Agreement. To the extent permitted, MC shall pass through all such warranties and other terms and conditions to Customer and Customer acknowledges and agrees that it shall not be entitled to any additional warranties related to any Third-Party Materials purchased hereunder and shall be subject to such other terms and conditions set by Third Parties.
 - 7.4. **Remedy.** Customer's sole and exclusive remedy for any breach of the warranties set forth in this section 7 shall be to promptly notify MC of the applicable non-conformity, in which case MC shall use good faith efforts to correct such non-conformity and redeliver the Licensed Software or re-perform the services. Customer will provide MC timely, reasonable access to any technical support, facilities, hardware, software or information necessary for MC to complete such work. Notwithstanding the foregoing, in no event shall MC be responsible for any non-conformity to any of the foregoing warranties which arises as a result of (i) any act or omission of Customer, including a failure to use the System in conformance with the Documentation; (ii) any person (other than MC or its authorized agents) making revisions or modifications to the Licensed Software; or (iii) any failure of any component of the hardware, Third-Party Materials, or any Customer-supplied software or equipment or other third-party materials.
CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IF ANY, FOR A BREACH OF WARRANTY CLAIM RELATED TO ANY THIRD-PARTY MATERIALS SHALL BE LIMITED TO THE REMEDIES EXPRESSLY STATED IN ANY APPLICABLE THIRD-PARTY WARRANTY MC PASSES THROUGH TO CUSTOMER.
 - 7.5. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, MC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SYSTEM, THE SERVICES, OR ANY OTHER MATTER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, UNINTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SOFTWARE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING.
FURTHER, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS, AND MC DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, PERTAINING TO THE THIRD-PARTY MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MC DOES NOT WARRANT THAT THE USE OF THE THIRD-PARTY MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. MC WILL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM THAT THE THIRD-PARTY MATERIALS VIOLATE, MISAPPROPRIATE, OR INFRINGE UPON ANY COPYRIGHT, PATENT, TRADEMARK, TRADE NAME OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.
8. **LIMITATION OF LIABILITY.**
 - 8.1. **Limitation of Liability.** MC'S LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER

OR RELATED TO THIS AGREEMENT, THE BAA, ANY SOW OR ANY RELATED DOCUMENTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND SHALL NOT EXCEED THE TOTAL FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM UNDER THE SOW UNDER WHICH THE LIABILITY ARISES. IN NO EVENT WILL MC OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF MC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. IN NO EVENT, SHALL MC BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL SERVICES, NOR SHALL IT BE RESPONSIBLE OR LIABLE FOR ANY MEDICAL INTERPRETATION OR JUDGEMENT.

8.2. **Offset of Damages.** In the event that MC is liable to Customer for any damages or other payments hereunder, MC shall have the right to offset such damages or payments against all then-unsatisfied monetary obligations of Customer to MC under this Agreement.

8.3. **Allocation of Risks.** The Parties agree that the provisions of this Agreement allocate the risks between MC and Customer as authorized by the Uniform Commercial Code and other applicable law, and that the pricing of MC's products reflects this allocation of risk and the limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

9. INDEMNIFICATION.

9.1. **Infringement.** MC shall defend, indemnify and hold harmless Customer from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (collectively, "Losses") suffered or incurred by them in connection with a third party claim arising out of any actual or threatened claim that the Licensed Software infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other proprietary or other rights of any third party. MC shall have no obligation to indemnify Customer to the extent the alleged infringement arises out of (i) the use of the Licensed Software in combination by Customer with other data products, processes or materials not provided by MC and such infringement would not have occurred but for Customer's combination; or (ii) the User Data. Should the Licensed Software as used by Customer become, or in MC's opinion be likely to become, the subject of an infringement claim, MC shall at its option and sole expense either: (i) procure for Customer the right to continue to use the Licensed Software as contemplated hereunder, or (ii) modify the Licensed Software to eliminate any such claim that might result from its use hereunder or (iii) replace the Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing Licensed Software at no additional charge to Customer. If none of these options is reasonably available to MC, then this Agreement may be terminated at the option of either party hereto without further obligation or liability on the part of either party hereto except that MC agrees to promptly refund to Customer the pro-rata portion of any fees prepaid by Customer amortized on a straight-line basis based over the term of this Agreement.

10. TERM AND TERMINATION OF AGREEMENT.

10.1. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until the termination of the last surviving attached SOW, unless terminated in accordance with this Article 10.

10.2. **Termination.** Either Party may terminate this Agreement if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same (other than Customer's breach of its obligations under Sections 2.4, 2.5, 2.6, 4.1, 4.2, 4.3 or 12, which breach shall result in immediate termination), except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from MC; or (ii) the other Party becomes the subject of involuntary or voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or assignment for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to use the Licensed Software in accordance with applicable law shall be deemed a material breach of this Agreement.

10.3. **Effect of Termination.** Upon termination of this Agreement, the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to MC, if they do not otherwise survive the termination of the Agreement by their terms. If this Agreement or any SOW is terminated by Customer for any reason other than a termination expressly permitted by this Agreement or that SOW, MC may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable. If this Agreement is terminated as a result of MC's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to MC under this Agreement for the terminated portion of the Term.

10.4. **Survival.** In addition to the obligation to pay fees arising prior to termination or expiration, each Party's covenants and obligations under this Agreement which are not, by the expressed terms of this Agreement, fully performed during the term of this Agreement, shall survive the termination of this Agreement for any reason.

11. MARKETING PROGRAMS.

11.1. **Joint Press Release.** MC may issue a press release within ninety (90) days after execution of this Agreement or any subsequent SOW announcing that MC and Customer have entered into this Agreement or SOW, subject to Customer approval of press release wording, which shall not be unreasonably withheld.

11.2. **Contract Announcement.** Without regard for the issuance of a Joint Press Release, MC shall have the right to issue a

matter-of-fact announcement that MC and Customer have entered into this Agreement and any subsequent SOW.

- 11.3. **Other Marketing Activities.** Customer agrees that MC may use Customer's name in client listings and, at times mutually agreeable to the parties, as part of MC's marketing efforts including, but not limited to, reference calls, case studies, testimonials, site visits, and user group participation. MC will make reasonable efforts to avoid having marketing activities unreasonably interfere with Customer's business.

12. CONFIDENTIAL INFORMATION.

- 12.1. **Duty.** Each Party shall (i) hold the Confidential Information of the other Party in confidence, protecting such information with the same degree of care as such Party's own confidential information, but in no case less than reasonable care (or as required by law with respect to Protected Health Information); (ii) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Upon the termination of this Agreement or any SOW, Customer shall return or destroy any Confidential Information that is in Customer's possession covered by the Agreement or SOW.
- 12.2. **Exclusions.** The foregoing shall not apply to Confidential Information which a receiving Party can document (a) is in the public domain through no fault of its own or breach of this Agreement, (b) was properly known to it, without restriction, prior to disclosure by the disclosing Party, (c) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (d) is independently developed by receiving Party without use or reference to disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, receiving Party provides to disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure. The parties agree the foregoing exceptions expressly exclude individually identifiable patient information, as defined by HIPAA and Protected Health Information.
- 12.3. **Remedies.** Customer agrees that MC and any Third-Party Supplier Confidential Information contains valuable trade secrets and proprietary information, and any actual or threatened breach of the confidentiality obligations or Intellectual Property rights entitles MC or the Third-Party supplier the right to obtain injunctive relief without need to post bond.
- 12.4. **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, Customer agrees not to solicit, engage, or hire, directly or indirectly, any employee or former employee of MC, without obtaining prior written consent.

13. REGULATORY COMPLIANCE.

- 13.1. **HIPAA.** In order to address the requirements of certain regulations promulgated under HIPAA, the Parties agree to the terms of the Business Associate Agreement that is attached hereto as Appendix A. The attached Business Associate Agreement supersedes and replaces any previous version of a Business Associate Agreement between the Parties.

14. GENERAL PROVISIONS.

- 14.1. **Force Majeure.** Neither Party shall be liable for any loss, damages or penalty resulting from a delay in delivery or installation of any component of the System or hardware, as applicable when such delay is due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, force majeure, acts of God, labor unrest, fire, explosion, earthquake, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor or material shortages, embargoes, failure or delays in transportation, unavailability of components, material or machinery for the System, acts of governmental authorities or judicial action, or material interruption in telecommunications or utility service. Supplier delays, material shortage or unavailability of components must be due to market conditions impacting all similar customers and cannot be remedied by expedited or alternative shipment methods at MC's cost. In any such event, the delivery or installation date shall be deemed extended for a period equal to the delay. Further, MC will not be held in breach of this Agreement if it fails to perform its obligations under this Agreement to the extent such non-performance is attributable to acts, errors or omissions by Customer or a third-party supplier independently hired by Customer.
- 14.2. **Relationship of the Parties.** Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Customer has no authority to act as agent for, or to incur any obligations on behalf of or in the name of, MC or its affiliates.
- 14.3. **Governing Law.** This Agreement shall be deemed to have been made in the state of Minnesota, and shall be governed by and construed in accordance with its laws as a contract made and performed therein. Any claims between the parties to this Agreement must be brought solely and exclusively in the state of Minnesota and suit may not be brought in any other jurisdiction.
- 14.4. **Arbitration.** Any dispute, controversy, or claim arising under this Agreement, except for claims for injunctive relief, shall, at the request of either Party, be heard and determined by a single arbitrator for non-binding arbitration. The venue for any arbitration or judicial proceeding initiated under this Agreement shall be Minneapolis, Minnesota. Either Party may apply to a state or federal court in such venue for the appointment of an arbitrator. The arbitrator shall hear and determine the matter in accordance with the rules of civil procedure and evidence applicable in the venue. In the event that the Parties fail to mutually agree to settle the dispute by means of non-binding arbitration, either Party can choose to settle the dispute in a court of law.
- 14.5. **Assignment.** Customer shall not assign its rights, duties, nor obligations under this Agreement without the prior written consent of MC. Any purported transfer of this Agreement by Customer without MC's written consent shall be void. The

- present Agreement binds the Parties as well as their successors, legal representatives and permitted assigns.
- 14.6. **Notice.** Any notice, demand, request, or other communication required or permitted under this Agreement shall be deemed sufficiently given if delivered in writing, sent by registered or certified US Mail, return receipt requested, postage prepaid, sent by a national overnight delivery service (such as Federal Express), in each instance addressed and delivered personally or sent for delivery at the address of the receiving Party as set forth in this Agreement. Each Party shall have the right to change its address, the person to who's attention notices and other communications are to be given.
- 14.7. **Entire Agreement; Amendment; Waiver.** This Agreement, a SOW and all Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. In the event of a conflict between this Agreement and a SOW, the SOW shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a further written agreement signed by all of the Parties hereto. No waiver of breach of any provision of this Agreement by either Party shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by a duly authorized representatives of the other Party.
- 14.8. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision will be replaced with a legal provision that encapsulates the original intent of the Parties.
- 14.9. **Action.** No action arising out of or otherwise associated with this Agreement or the rights granted hereunder, regardless of form, may be brought by either Party more than two (2) years after the cause of action has accrued or the applicable statute of limitations, whichever is shorter.
- 14.10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterpart together shall constitute one and the same instrument. Execution may be affected by delivery of facsimiles of signature pages, which shall be deemed originals in all respects.
- 14.11. **Effective Date.** The Effective Date will be when both the parties have signed it (as indicated by the date associated with the last party to sign's signature). If any party signs but fails to date a signature, the date that MC signs will be deemed to be the Effective Date. If MC fails to date their signature, date that MC receives the signed contract will be deemed to be the Effective Date.

IN WITNESS, WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER

MC

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)

APPENDIX A
BUSINESS ASSOCIATE AGREEMENT

1. DEFINITIONS

- 1.1. Terms used, but not otherwise defined, in this Business Associate Agreement (the “Agreement”) shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and their implementing regulations (the “Electronic Transaction Rule,” the “Privacy Rule,” the “Security Rule,” and the “Breach Notification Rule” as set forth at 45 CFR Parts 160, 162 and 164, and collectively, the “HIPAA Rules”).
- 1.2. As used herein, the term “Business Associate” shall refer to MatrixCare, Inc., and “Covered Entity” shall refer to the User, as defined herein, each a “Party” and collectively referred to as the “Parties” herein.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 2.1. Business Associate agrees not to use or disclose Protected Health Information including electronic Protected Health Information other than as permitted or required to perform the services under the Master License and Services Agreement (the “Services”), as permitted or required by this Agreement, as permitted by HIPAA, or as Required by Law.
- 2.2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of electronic Protected Health Information other than as provided for by this Agreement. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits from or on behalf of Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate shall comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time.
- 2.3. Business Associate agrees to report to Covered Entity (i) any use or disclosure of Protected Health Information in violation of this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware. Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information, as such terms are defined at 45 CFR § 164.402, in accord with Section 2(d) of this Agreement.
- 2.4. Business Associate agrees that, with the exception of law enforcement delays that satisfy the requirements under 45 CFR § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than sixty (60) calendar days upon discovery of a Breach of Unsecured Protected Health Information, as such terms are defined at 45 CFR § 164.402. Such notice must include, to the extent possible, the name of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § 164.404(c) at the time of Business Associate’s notification to Covered Entity or as promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured Protected Health Information shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.
- 2.5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information.
- 2.6. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity available to the Secretary, for purposes of the Secretary’s determining Covered Entity’s compliance with the Privacy Rule, if and to the extent Required by Law.
- 2.7. Business Associate agrees to document such disclosures of Protected Health Information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- 2.8. Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. In the event the request for an accounting of disclosures is delivered directly to Business Associate, Business Associates shall, as soon as practicable, forward such request to Covered Entity.
- 2.9. Business Associate agrees to meet the requirements of 45 CFR § 164.504 if it knows of a pattern of activity or practice of one of its subcontractors that constitutes a material breach or violation of the subcontractor’s obligation under a contract or other arrangement with the Business Associate.

3. GENERAL USE AND DISCLOSURE PROVISIONS

- 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform the Services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity except as otherwise permitted by the Privacy Rule. Business Associate agrees to limit, to the extent practicable and except as permitted by 45 CFR § 164.502(b)(2), its uses, disclosures and requests of Protected Health Information under this Agreement to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accord with HIPAA, HITECH and the HIPAA Rules.

4. SPECIFIC USE AND DISCLOSURE PROVISIONS

- 4.1. Business Associate and its affiliates may use Protected Health Information (i) for the proper management and administration of Business Associate or its affiliates, (ii) to carry out the legal responsibilities of Business Associate, (iii) to provide data aggregation services relating to the healthcare operation of the Covered Entity or other covered entities to permit the creation of data for analyses that related to the health care operations of the respective covered entities; and/ or (iv) to review and/or improve Business Associate Services.
- 4.2. Business Associate may disclose Protected Health Information (i) for the proper management and administration of Business Associate and its affiliates, (ii) to other covered entity(ies) or health care provider(s) for the payment activities or healthcare operation activities of the entity that received the Protected Health Information if that entity has or had a relationship with the individual, or (iii) to carry out Business Associate's legal responsibilities if (a) the disclosures are either permitted or Required By Law or (b) Business Associate obtains reasonable assurances from the person to whom such information is disclosed that such information will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of such information has been breached.
- 4.3. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.512(j)(1).
- 4.4. Business Associate and its affiliates may de-identify Protected Health Information in accord with 45 CFR § 164.514 and use it in any manner determined by Business Associate.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520 within five (5) business days of the imposition of said limitation, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 5.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, within five (5) business days of such changes, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 5.3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 within five (5) business days of such restriction, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- 5.4. Covered Entity shall limit its uses, disclosures and requests of Protected Health Information under this Agreement to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accord with HIPAA, HITECH, and the HIPAA Rules.
- 5.5. Electronic Protected Health Information transmitted or otherwise transferred from Covered Entity to Business Associate must be encrypted by a process that renders the electronic Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH § 13402 and any implementing guidance.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity.

7. TERM AND TERMINATION

- 7.1. **Term.** The Term of this Agreement shall be effective as of the date on which the Master License and Services Agreement is signed, or, if earlier, as of the date on which any Protected Health Information is provided by Covered Entity to Business Associate or created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with the termination provisions in this Section 7.
- 7.2. **Termination for Cause.** Upon one Party's knowledge of a material breach by the other Party, the non-breaching Party shall:
- 7.2.1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the violation;

- 7.2.2. Immediately terminate this Agreement (and any underlying agreement) if Business Associate has breached a material term of this Agreement and cure is not possible; or
- 7.2.3. If neither termination nor cure is feasible, the non-breaching Party may report the violation to the Secretary of the U.S. Department of Health and Human Services.

7.3. Effect of Termination.

- 7.3.1. Except as provided Section 7(c)(2), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information except as retained pursuant to Section 4, as set forth in this Section 7, or as permitted by applicable law.
- 7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

- 8.1. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.2. **Amendment.** The Parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for each of the Parties to comply with the requirements of the HIPAA Rules and any other applicable law as may be in effect.
- 8.3. **Survival.** The respective rights and obligations of Business Associate under Section 7(c) of this Agreement shall survive the termination of this Agreement.
- 8.4. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the HIPAA Rules.
- 8.5. **Scope.** This Agreement shall apply only if and to the extent MC is a “business associate” to a “covered entity” as such terms are defined at 45 CFR § 160.103, and MC does not, merely by signing this agreement, concede that it holds such legal status.

Covered Entity

MatrixCare, Inc.

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)

EXHIBIT A-PRICING PAGE

West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support - Pricing Page

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Catagory Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1	License monthly fee, Base Year One	3129	12	\$37,548.00
4.1.30	Patient Portal Monthly Fee, Base Year One	0	12	\$0.00
4.1.26	Additional Modules, if needed, Base Year One monthly fee	0	12	\$0.00
4.1	License monthly fee, Optional Renewal Year One	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year One	0	12	\$0.00
4.1.26	Additional Modules, if needed, Optional Renewal Year One, monthly fee	0	12	\$0.00
4.1	License monthly fee, Optional Renewal Year Two	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Two	0	12	\$0.00
4.1.26	Additional Modules, if needed, optional Renewal Year Two monthly fee	0	12	\$0.00
4.1	License monthly fee, Optional Renewal Year Three	0	12	\$0.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Three	0	12	\$0.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Three monthly fee	0	12	\$0.00
	One Time Professional Services Fee	\$23,250.00	1	\$23,250.00
GRAND TOTAL:				\$60,798.00
It should be noted that while there are 120 beds available, the actual census may reflect a lesser				
<i>The attached MatrixCare Package Options Brochure reflects the product that I am quoting.</i>				
<i>Please note: in line 16, I've added the one time implementation fees.</i>				

PACKAGE OPTIONS



An EHR solution you can tailor to your unique needs

MatrixCare solutions support high-quality care and deliver crucial data to help improve business margins, resident safety, and clinical outcomes. Our cloud-based software can also help boost efficiency throughout your organization.

Our innovative, intuitive tools help staff strive for excellence in clinical documentation:

- > Proactive monitoring helps reduce risk and improve care
- > Powerful revenue cycle management tools deliver speed and accuracy
- > Reporting and analytics deliver critical insights
- > Frequent updates support regulatory compliance
- > Additional products gather data to track clinical and business outcomes

Our packages are designed to help your organization implement MatrixCare 360 EHR software at your own pace. Packages are based on EHR implementation best practices that have worked for thousands of facilities.

Find the package that works for you.

Our scalable package options include groupings of modules that allow you to implement our software based on your unique needs. You can choose to start small and scale up later, adding more features when you're ready to automate more processes. Or you can implement the full suite right from the start.





MatrixCare Select

This package is perfect for providers who are new to using an EHR software solution. It includes the basic MatrixCare clinical, resident management, and financial applications, as well as census, accounts receivable, and billing. The MatrixCare implementation team will work closely with your staff to help ensure a smooth and efficient transition as you begin your journey to electronic records.

MatrixCare Elite

Elite delivers the full MatrixCare EHR experience and helps maximize ROI for innovative organizations. It includes more robust clinical and resident management tools such as ePrescribing, point of care, eMAR, observations and events, assessments, and more. Advanced analytics, powered by Microsoft Power BI, lets you quickly identify trends and act on areas of concern or opportunity. With Elite, you can move seamlessly to a digital environment that can help reduce transcription and medication errors, optimize reimbursement, and run a more efficient organization.

MatrixCare Enterprise

Enterprise is a complete solution for growing organizations that need a new approach for collaborating, mitigating risk, and managing care services across the out-of-hospital care spectrum. This purpose-built EHR includes seamless provider-to-provider connectivity and solutions to systematically increase clinical quality: enterprise analytics, robust clinical decision support, and a care coordination platform that provides easy access to resident data from multiple sources to help eliminate the disconnect between hospitals and out-of-hospital care facilities. It also helps residents and their families play a more active role in their health by providing the ability to see and interact with health data in near real time and connect with members of their care team. This combination offers a true, person-centric, longitudinal health record and helps providers efficiently manage their residents, regardless of care setting.

More than just an EHR.



Expert RCM tools, customizable staff training and professional services support can help you get more from your software investment and keep your business healthy.



Our top-rated RCM services team can handle your billing and claims management to help you maximize reimbursement, streamline reporting and improve cash flow.



MealTracker nutrition management and analysis software can help facilities of any size improve resident safety and better manage dining operations through automated menu planning, comprehensive nutrient analysis, precise production details, and more.



Training Assurance Plus (TAP) is another resource to develop staff expertise. We'll work with you to create a customized training program so you have the skills you need to stay up to date with regulatory, industry, and product changes. You can also rely on your dedicated customer success manager to help identify and leverage product features that support your organization's unique needs.



Our client certification program gives you access to exclusive customer education tools, focused pre-release training sessions, biannual roundtable discussions to provide input on implementation and training, complimentary annual recertification, and training hours with a consultant to make sure you get the most from your MatrixCare software.



Our outsourced AP/GL service offering is integrated with MatrixCare Enterprise Financials, and offers accounts payable, invoice review and analysis, cash management, and financial reporting support from CPAs and financial professionals who specialize in long-term care.

Module	Capabilities	Select	Elite	Enterprise	À la carte
Clinical and resident management	Census/admissions, discharge, and transfer	•	•	•	
	MDS with reimbursement optimization and query	•	•	•	
	Care plans with template library	•	•	•	
	Resident documents	•	•	•	
	Discharge summary	•	•	•	
	Wound management	•	•	•	
	Vitals charting		•	•	
	Clinical progress notes and templates		•	•	
	User defined assessments, library of observations and events		•	•	
	Infection tracker		•	•	
	COVID-19 severity risk dashboard		•	•	
	Physician visit scheduler		•	•	
	Physician history and physical		•	•	
	Physician certifications (Medicare) with electronic signatures		•	•	
	Physician and nursing orders		•	•	
	Discharge orders		•	•	
	EPCS (electronic prescription of controlled substances)*		•	•	
	CareAssist point-of-care and eMAR		•	•	Elite only
	Preventive healthcare		•	•	
Revenue cycle management	Accounts receivable/billing	•	•	•	
	Private statements	•	•	•	
	Medicare, Medicaid, and third-party electronic claims submission	•	•	•	
	Medicare direct entry	•	•	•	
	Electronic remits	•	•	•	
	Month-end close batch reporting	•	•	•	
	Centralized month-end close processing	•	•	•	
	Collections	•	•	•	
	Resident trust fund	•	•	•	
	Claims acuity analytics				•

* Additional considerations and pricing is based on # of prescribers that need to sign.

Module	Capabilities	Select	Elite	Enterprise	À la carte
Machine learning/predictive analytics	Clinical Advanced Insights (fall risk and acuity/change in condition)				•
Reporting and analytics	Dashboard	•	•	•	
	Reporting including PHI audit logs	•	•	•	
	MatrixCare MyAnalytics		•	•	•
	MatrixCare MyData			•	•
MatrixCare Exchange: Embedded Connectivity	Integrate and share clinical data (CCDs) with other EHRs		•	•	
MatrixCare Exchange: Data Manager	Reconcile resident information (must have Embedded Connectivity)			•	•
Supplier and third-party integrations	Standard interfaces	•	•	•	•
	Advanced interfaces		•	•	•
Provider-to-provider integrations	MatrixCare DIRECT secure messaging				•
	MatrixCare HIE connectors				• See specific list of available connectors
Nutrition management	MatrixCare MealTracker				•
Customer relationship management	Sales and marketing lead management (senior living, life plan communities)				•
	Referral management (skilled nursing)				
Financial management	MatrixCare Enterprise Financials AP/GL				•
Operations management	MatrixCare TimeTracker				•
	MatrixCare Payroll Plus				•
	EZ Stub (third-party)				•
	MatrixCare Point of Sale				•
Training and consulting	Training Assurance Plus (subscription to Annual Professional Service Hours)				•
	Outsourced RCM services (stand-alone revenue cycle management services)				•
	Outsourced AP/GL services (integrated with MatrixCare Enterprise Financials)				•
	Remote MDS (remote MDS coordinator to act as extension of in-house team)				•

À la carte bundles

Solution	Capabilities
Enterprise Financials	Accounts Payable
	Bank Reconciliation
	Capital Projects
	Construction Projects
	Fixed Assets
	General Ledger
	Inventory Control
	Purchase Order

Solution	Capabilities
Payroll Plus	Human Resources
	Inservice Tracking
	Payroll
	Staff Scheduling





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MatrixCare provides software solutions in out-of-hospital care settings. As the multiyear winner of the Best in KLAS award for Long-Term Care Software and Home Health and Hospice EMR, MatrixCare is trusted by thousands of facility-based and home-based care organizations to improve provider efficiencies and promote a better quality of life for the people they serve. As an industry leader in interoperability, MatrixCare helps providers connect and collaborate across the care continuum to optimize outcomes and successfully manage risk in out-of-hospital care delivery. MatrixCare is a wholly owned subsidiary of ResMed (NYSE: RMD, ASX: RMD). To learn more, visit www.matrixcare.com and follow @MatrixCare on Twitter.