



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

State of West Virginia
Master Agreement

Order Date: 01-22-2026

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0506 3049 MIS2600000001 1	Procurement Folder:	1772801
Document Name:	MASTER PATIENT INDEXING SOFTWARE	Reason for Modification:	
Document Description:	MASTER PATIENT INDEXING SOFTWARE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2026-02-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-02-14

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000049989	Requestor Name:	Stephanie F Pettry
Civica North America Inc. 52 Hillside Court, Englewood, OH, USA		Requestor Phone:	(304) 558-2258
Englewood OH 45322 US		Requestor Email:	stephanie.f.pettry@wv.gov
Vendor Contact Phone:	9197809907	<div style="font-size: 48px; font-weight: bold;">2026</div> <div style="font-size: 24px; font-weight: bold;">FILE LOCATION _____</div>	
Extension:			
Discount Details:			
#1	No 0.0000 0		
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US

1/30/2026

Total Order Amount:	Open End
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Purchasing Division's File Copy

CH 1/22/26
 PURCHASING DIVISION AUTHORIZATION
 DATE: *Turahle 1/29/26*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE
2/5/2026

ENCUMBRANCE CERTIFICATION
Lady Rene
 DATE: *2-5-26*
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, CIVICIA NORTH AMERICA INC., AGREES T ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED ADMINISTRATION (OSA), AND THE BUREAU OF PUBLIC HEALTH (BPH), INTO AN OPEN-END CONTRACT FOR MASTER PATIENT INDEX SOFTWARE PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 09/19/2025, AND THE VENDOR'S BID DATED 10/01/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43232610			EA	8820.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Software - user licenses/subscription

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	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43232610			EA	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Software - additional users licenses/subscriptions

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	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43232610			EA	0.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Software - training 11 users

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	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43232610			EA	9730.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Software - maintenance and support

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	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43232610			EA	98750.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Software - implementation

Extended Description:

4.1.7 Implementation

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: n/a per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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.

Civica North America Inc. _____

(Company)



(Signature of Authorized Representative)

Mark Burgess - Managing Director

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

(937) 836-4499

(Phone Number) (Fax Number)

sales@civicaus.com

(Email Address)

WV-96 Addendum Conflict Resolution Table (With Civica Clause

References)

This table shows how the WV-96 Addendum resolves conflicts between the State of West Virginia Standard Terms and Civica's contract terms . Each conflict summary includes the relevant Civica clause number(s).

WV Clause (Original Comparison)	Conflict Summary (with Civica Clause #)	WV-96 Addendum Clause that Fixes It	How It Resolves the Conflict
12. Acceptance / Form Precedence	Civica 1-2: Vendor forms and general conditions override State terms.	1 – Order of Precedence	WV Addendum controls over all vendor forms before or after signing.
13. Pricing	Civica 2, 11: Civica may adjust prices or fees during the term.	1 – Order of Precedence	Prevents vendor unilateral price increases not in WV contract.
14. Payment in Arrears	Civica 6: Payment due upon invoice; may require prepayment or restrict withholding.	2 – Payment	Establishes arrears payment rule; allows annual advance for software/licensing.
15. Payment Methods	Civica 6: Silent on PCard or EFT acceptance.	Not directly covered	Confirm separately; WV-96 silent on payment method.
16. Taxes	Civica 9: Vendor charges or passes through taxes; WV exempt.	10 – Taxes	Deletes requirement for State to pay taxes; acknowledges tax-exempt status.
17. Additional Fees	Civica 4, 5, 6: Allows additional or incidental fees and expenses.	1 – Order of Precedence; 2 – Payment	Overrides vendor add-on fee terms; only WV-approved fees apply.
18. Funding / Non-Appropriation	Civica 3: No non-appropriation termination language.	3 – Fiscal Year Funding	Adds WV non-appropriation clause; not a default event.
19. Cancellation / Termination	Civica 12: Only vendor may terminate for breach; no unilateral right for State.	4 – Right to Terminate	Gives State 30-day termination right without penalties.
20. Time Is of the Essence	Civica 1: No time-of-performance clause.	Not directly covered	Could be added separately if needed.
21. Applicable Law	Civica 13: Applies	7 – Governing Law	Deletes other

	Delaware/UK law; excludes WV jurisdiction.		governing law; mandates WV law applies.
22. Compliance with Laws	Civica 1, 7: No subcontractor compliance or full state law adherence specified.	1 – Order of Precedence	State solicitation terms prevail; subcontractor compliance covered elsewhere.
23. Arbitration	Civica 14: Requires arbitration or foreign venue.	5 – Disputes	Deletes arbitration or out-of-state litigation; WV venue only.
24. Modifications	Civica 8: Vendor may change agreement or pricing unilaterally.	20 – Amendments	Requires mutual written consent and AG approval.
25. Waiver	Civica 14: Implied waiver by continued performance.	11 – No Waiver	Deletes clauses requiring waiver of rights.
26. Subsequent Forms / Website Terms	Civica 1-2, 7: Vendor online or form terms override WV terms.	1 – Order of Precedence; 19 – Third-Party Software	Ensures WV terms override any click-through or web terms.
27. Assignment	Civica 10: Vendor may assign without consent.	13 – Assignment	Prohibits assignment without written consent; allows internal reassignment.
28. Warranty	Civica 8: Limits warranties and remedies.	1 – Order of Precedence	WV specifications prevail; vendor disclaimers overridden.
29. State Employees	Not addressed by Civica.	Not covered	Handled in WV Standard Terms (Clause 29).
30. Privacy / Confidentiality	Civica 11: Broad NDA; restricts disclosure even under FOIA.	18 – Confidentiality	Deletes NDA restrictions; aligns with FOIA requirements.
33. Antitrust Assignment	Not addressed by Civica.	Not covered	Should remain in WV base contract; add explicitly if required.

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV Department of Health

Vendor: Civica North America Inc.

Contract/Lease Number ("Contract"): CMA MIS2600000001

Commodity/Service: Master Patient Indexing Software

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.


12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: WV Office of Shared Administration

Vendor: Civica North America Inc.

By: 

By: 

Printed Name: Heather White

Printed Name: Mark Burgess

Title: Procurement Specialist, Senior

Title: Managing Director

Date: 1/20/2026

Date: 10-31-2025

Exceptions and Clarifications

Per instructions, Civica would like to mark the following exceptions:

- Clause 19 – cancellation. The right for the customer to cancel the contract with no notice if they do not consider the services to conform to specifications in the contract. Additionally, termination for convenience on 30 days' notice. I strongly suspect we won't be successful in removing this – but can we ask: 'We note the cancellation provisions under clause 19. Could we request clarity is added that charges for services already delivered up to the actual date of termination remain payable?'
- Clause 20 - Time is of the essence. This relates to ALL matters under the contract which is a very high benchmark indeed. What are we providing here in delivery terms? Can we ask: 'We note clause 20 confers that all matters under the contract are to be considered on a 'time is of the essence' basis. This would seem unusual where in effect all obligations become by default material on both sides. We'd consider this unnecessary for services in software delivery. Given the cancellation rights under clause 19, and the nature of the services, could we request removal of this clause?'
- Our standard licence terms must be included in the resulting contract where we are the successful bidder as the basis of use of our software. Can you please confirm this process?
- The contract is silent on the party's liability. Our standard limit of liability would be 125% of the charges paid or payable in the 12 months immediately preceding a claim and we do not accept liability for indirect or consequential losses. This is a condition of our licence terms. Please confirm this can be included as part of our licence agreement.

Designated Contact

- **Printed Name and Title:** Chris Scarboro
- **Address:** 52 Hillside Ct. Englewood, Ohio. 45322
- **Phone Number:** 800.686.9313 x3190
- **Email address:** chris.scarboro@civica.com

Contract Manager

- **Printed Name and Title:** Chris Scarboro
- **Address:** 52 Hillside Ct. Englewood, Ohio. 45322
- **Phone Number:** 800.686.9313 x3190
- **Email address:** chris.scarboro@civica.com

Pricing



Budgetary Quote

52 Hillside Court
 Englewood, OH 45322
 Phone: (800) 686-9313
 Fax: (937) 836-1036

Customer

West Virginia Department of Health
 One Drive, Suite 200, 321 Capital Street
 Charleston, WV. 25301
 Christopher Itson

Date: 10/01/2025

MDM

LINE	DESCRIPTION	Annual Fee	TOTAL PRICE
1	Software Support and Maintenance – License – Fixed Term/LGVNA-MDM-US MultiVue/LGVNA – MDMUS	\$ 97,000.00	\$ 97,000.00
2	Implementation Services (one time)	\$ -	\$ 98,750.00
3	3 year option: "2Year - \$101,850", "3Year - \$106,943", "4Year - \$112,291"		
TOTAL			\$195,750.00

*1st year pricing

SPECIAL NOTES

* Pricing valid for 90 days.
 Civica Standard Terms and Conditions apply
 Quote is valid for 90 days and is for budgetary purpose only. The term is for 1 year with 3 optional years. Implementation services are a one-time cost, and are for the implementation of 2 data sources. The software is quoted for unlimited domains and sources, up to 5 million records. Cost does not reflect any cloud or hosting services.

Your authorized signature or attached purchase order makes this a binding contractual agreement subject to all the standard Civica terms and conditions. Please fax signed order to 937-836-1036.

x _____ Customer Signature	x _____ Date
x _____ Printed Name	x _____ Purchase Order No.
x _____ Civica's Managing Director	x _____ Date

Terms and Conditions



CIVICA SOFTWARE TERMS AND CONDITIONS

1. Definitions

1.1 The following definitions apply to this Contract:

Annual Fees means the recurring fees payable by Customer in order to use the Services as set out in the Order Form.

Authorized Third Party/ies means any of the Customer's subcontractors, agents or other third parties who are approved by Civica in writing and authorized by Customer to access the Services in accordance with clause 3.5.

Authorized User means each individual person (end user) allowed to access the Software under this Contract, subject to the authorised numbers shown in the Order Form.

Charges means any or all charges payable under this Contract including the one-off charges, Annual Fees and ad-hoc fees by Customer to Civica as detailed in the Order Form.

Civica means Civica North America, Inc., an Ohio corporation, with offices located at 52 Hillside Ct., Englewood, Ohio 45322.

Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, design studies, surveys, project plans, implementation plans, software, customised specifications, system configurations, user guidance, training handout, proprietary data whose disclosure to third parties may be damaging and other similar information, and any Software or materials which have been, or will be supplied to Customer by Civica in connection with this Contract.

Contract means these Civica Software Terms and Conditions and the Order Form and any Special Terms, which together make the agreement between Customer and Civica once the Order Form has been signed.

Customer means the entity shown on the Order Form.

Data Protection Legislation means all applicable legislation relating to privacy or data protection in

force from time to time, including any statute or statutory provision which amends, extends, implements or consolidates or replaces the same, in each case to the extent applicable to the respective party in its role of processing of personal data under the Contract, including in each case to the extent applicable and without limitation, the California Consumer Privacy Act, as amended and the regulations adopted by the California Attorney General and California Privacy Protection Agency, pursuant thereto (collectively, the "CCPA").

Documentation means the standard user guides and manuals made available to the Customer by Civica, as updated from time to time.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release shall mean a new release of the Software that is substantially the same as the current Software, which is issued in order to remove known errors or otherwise improve or enhance the Software but does not constitute a New Version.

New Version shall mean a release of the Software that incorporates significant new or additional functionality and features which is not a Maintenance Release.

Open Source Software means software that is supplied on an "as is" basis and is supplied to Customer with all of the rights granted under the applicable licence.

Order/Order Form means Civica's completed order form.

Product(s) means any products including but not limited to consumables, hardware or third party software provided by Civica as detailed in the Order Form.

Services mean the implementation services, the hosted online solution, Software, Documentation (as updated by Civica from time to time), Support Services and any other services detailed in the Order Form provided by Civica under this Contract.

Software means the software, which may include Open Source Software that is licensed to, or made available to Customer under this Contract, as listed in the Order Form, together with any updates or Maintenance Releases but excludes New Versions.

Special Terms means any special, additional or varied terms and conditions including third party terms and conditions that are set out in the Order Form and form part of this Contract or that have previously been agreed in writing between Customer and a third party Product owner.

Start Date means the date shown in the Order Form.

Support Services means the maintenance and support services for the Software as described in the Order Form.

Working Day means 0800 – 1700 hours on a Monday to Friday EST.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.6 In the event of, and to the extent of, any conflict or inconsistency between any Special Terms and these terms and conditions the Special Terms shall prevail.

2. Contract Term

2.1 This Contract will be in force for a minimum period of 5 years from the Start Date and shall continue until it is terminated in accordance with the terms of this Contract.

2.2 In consideration of the Customer paying the Charges, Civica agrees to provide the Services including the Documentation in accordance with the terms and conditions of this Contract.

3. Software

3.1 For the term of this Contract, Civica grants to Customer a personal, non-transferable and non-exclusive, non-sublicensable right to use the Services for Customer's own internal business purposes only.

3.2 Customer may make such copies of the Documentation as are reasonably necessary for its use of the Services and shall reproduce all copyright and other notices in and on the Documentation. All such copies shall form part of the Documentation and shall be subject to the terms and conditions of this Contract.

3.3 Customer agrees that:

3.3.1 except to the extent permitted by law, Customer shall not, nor permit any third party to, adapt, or modify the Software, or decompile, reverse engineer, disassemble, apply any technique, process or procedure or make any attempt to or derive the source code or derivative works of the Software.

3.3.2 unless permitted in accordance with clause 3.5, it shall not permit any third party, to use, access or possess the Software or Documentation nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind;

3.3.3 the access granted under this Contract is personal to the Customer and the Software and Documentation may only be used by Customer for its internal business purposes by the Authorized Users in accordance with the usage restrictions; and

3.3.4 it will take technical and organizational measures, including without limitation security measures sufficient to reasonably safeguard the Software and Documentation from access by unauthorized third persons.

3.4 The Software includes functionality permitting Customer to perform certain administration and data upload tasks (the "Administrative Functions"). Customer undertakes to keep all usernames, passwords, and other access details relating to the Administrative Functions confidential, and Customer agrees that Customer will be liable for any loss or damage arising from Customer's failure to do so.

3.5 Customer may permit Authorized Third Parties to access the Services, including the Software and Documentation, provided that:

3.5.1 it obtains prior written approval from Civica before granting any access;

3.5.2 Customer remains responsible for the acts and omissions of such Authorized Third Parties as if

they were the Customer's own acts and omissions;
and

3.5.3 such access is for the Customer's sole benefit e.g. a third party which provides outsourced services to Customer under a written agreement.

4. Customer Obligations

4.1 Customer agrees it will:

4.1.1 only use the Products, Services and Software for its own internal business purposes;

4.1.2 comply with the terms and conditions of this Contract, in particular the Special Terms;

4.1.3 pay the Charges to Civica;

4.1.4 permit reasonable access to Civica to its sites in order for Civica to perform its obligations under this Contract and co-operate, as necessary, with Civica in relation to the provision of the Services;

4.1.5 ensure that its network and systems comply with the relevant specifications provided by Civica from time to time;

4.1.6 where Civica personnel are required to work at Customer premises, ensure that its personnel provide all reasonable assistance to them including desk space and wireless connection, as and when required by Civica to discharge its obligations, and in particular take all measures necessary to comply with acts, regulations and codes of practice including those relating to health and safety, which may apply;

4.1.7 when notified by Civica or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and/or Products;

4.1.8 not use the Services to store, reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Civica, in its sole discretion, acting reasonably);

4.1.9 make its own arrangements for internet access in order to access the Services, with the required type and version of browser as notified by Civica from time to time. Civica shall not be liable for Customer's inability to access the Services if it is due to the Customer's inability to establish an internet connection, or not having their browser set to the correct type and version, for accessing the Services;

4.1.10 obtain and shall maintain all necessary licences, consents, and permissions necessary for

Civica, its contractors and agents to perform their obligations under this Contract; and

4.1.11 pay the additional fees to accommodate higher usage volumes (including the number of Authorized Users) when such licence or usage limitations are exceeded.

4.2 Customer warrants that it shall in no way allow unauthorized use of the Software by the Customer, Authorized Users or any third party whether through breach of this Contract or any other negligent or wrongful act.

4.3 Customer shall allow Civica reasonable access, as required, to provide the Services and/or undertake an audit of Customer's use of the Software.

4.4 Customer represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Contract.

5. Services

5.1 Civica shall provide the Services using reasonable care and skill.

5.2 Support Services will be provided by Civica subject to Customer paying the Annual Fees until this Contract is properly terminated. No refund will be given for Charges paid in advance in the event of termination.

5.3 The implementation, consultancy and Support Services will be provided by Civica on Working Days, either at Civica sites or at the Customer's sites.

5.4 Customer will provide and/or make available to Civica, promptly on request, such information and documents as Civica reasonably requires for the provision of the Services.

5.5 Key dates and milestones shall be agreed at a project kick off meeting and detailed in a project plan. On agreement the project plan shall form part of this Contract.

5.6 If the dates scheduled for delivery of the Services in the project plan are deferred or cancelled by Customer, Civica may revise any scheduled date for completion of any part of the Services and/or by giving seven days written notice, suspend the Services.

5.7 Civica shall not be liable for any failure to provide or delay in providing the Services, arising out of or in connection with any:

5.7.1 act or omission of Customer or its employees, agents or subcontractors which affects Civica's ability to provide the Services;

5.7.2 inaccurate or incomplete data, information or documentation provided by Customer;

5.7.3 failure by any third party to fulfil its obligations to Customer; and

5.7.4 use by Customer of non-manufacturer recommended media and supplies, or any neglect or improper use, or electrical disturbances, or any unauthorized use, of the Products, Software and Services or modification by persons other than Civica employees.

5.8 Acceptance of the Services will be on the earlier of:

5.8.1 when the Services (including the Software) is ready for use by the Customer; or

5.8.2 use by Customer of the Services or any part thereof.

5.9 If the Customer or any of its Authorized Users requests the same or substantially the same advice or assistance on more than one occasion; or makes requests which may reasonably be considered excessive or an abuse of the Support Service, or requests advice or assistance for matters which a reasonable trained user ought to be able answer or solve for themselves, then Civica may do all or any of the following at its sole discretion:

5.9.1 require the Customer to take reasonable action with respect to the particular Authorized User(s) concerned;

5.9.2 refuse to answer any further such requests for advice or assistance; or

5.9.3 require the Customer to provide further training to its Authorized Users, and the Customer shall pay an additional charge for any such training provided by Civica.

5.10 Civica may use data collection technology to collect technical information to improve the Software, to provide associated services, to adapt them to user preferences, and to prevent the unlicensed or illegal use of the Software. Customer agrees Civica may use such information provided it is in a form that does not personally identify any person.

5.11 This Contract also acts as an umbrella agreement, which sets out the general terms for the supply of additional related software and services by Civica to the Customer, when so requested from time to time. Such additional software and services and any particular special terms and conditions applicable to the supply thereof shall be set out in a work order. If Civica provides any additional software or services Customer shall be charged separately for the provision of these at Civica's then

prevailing rates for such software or services or as agreed under the work order.

6. Warranties

6.1 In the event of a breach of clause 5.1 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the affected Service, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.

6.2 Civica warrants that it shall use its commercially reasonable efforts to ensure that no viruses are coded or introduced into the systems used to provide the Services.

6.3 Customer acknowledges that:

6.3.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Contract;

6.3.2 the Software is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements; and

6.3.3 Civica will not be liable in any way for any inadequacies in the accuracy, quality of, or infringements of third party copyright caused by the materials that the Customer creates or distributes using the Services.

6.4 Civica does not warrant that the Services will be entirely error free nor that the Customer's use of the Software will be uninterrupted.

6.5 Civica will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Software and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

6.6 Civica warrants that it has and will maintain all necessary licences, consents, permissions and rights necessary for the performance of its obligations under this Contract.

6.6 The express terms of this clause 6 are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE 6, CIVICA DISCLAIMS WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. THE LIMITED WARRANTIES PROVIDED IN THIS CLAUSE 6 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SERVICES.

7. IPR

7.1 All Intellectual Property Rights in the Services including the Software belong to Civica or a third party licensor. At no time shall any rights, interests or title in any intellectual property in the Software, pass to the Customer.

7.2 Customer grants to Civica a royalty-free, worldwide, irrevocable perpetual licence to use and incorporate into the Software any suggestions, enhancement requests or other feedback provided by the Customer or its Authorized Users relating to the Software without restriction.

7.3 The Customer hereby grants to Civica a non-exclusive, non-transferrable (except as part of a permitted assignment of this Contract), royalty free licence to copy, modify, and use the Customer data as reasonably appropriate for the purposes of this Contract.

7.4 Civica shall defend or, at its option, settle any claim brought against Customer regarding its authorized use of the Software, excluding third party software and open source software, in the US and in accordance with this Contract or in events where the Software infringes any Intellectual Property Rights of any third party, Civica shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:

7.4.1 Customer notifies Civica immediately;

7.4.2 Customer provides all information and assistance as Civica reasonably requests at Civica's cost, and Customer does not prejudice the defense of such claim;

7.4.3 Civica is given immediate and complete control of such claim; and

7.4.4 the claim does not arise from any unauthorized use or alteration to the Software or Customer's (including the Authorized Users or Authorized Third Parties) use of the Software after notice of alleged infringement is known.

7.5 In the event that a claim, as contemplated by clause 7.4, is made or in Civica's opinion is likely to be made, Civica may at its option:

7.5.1 obtain the right for Customer to continue to use the Software;

7.5.2 change or replace all or any part of the Software; or

7.5.3 terminate this Contract immediately on written notice.

7.6 Clauses 7.4 and 7.5 state the entire liability of Civica in respect of any claim as contemplated by clause 7.4.

7.7 The third party owner's terms shall apply, as detailed in the Special Terms, in respect of licensing and/or the supply of the Products.

8. Customer Data

8.1 Civica acknowledges that title and all copyright and other intellectual property rights in the Customer's data will remain at all times owned by Customer. Civica further acknowledges the sensitivity of all the Customer's data and commits that all data will be safeguarded as it would safeguard its own proprietary information.

8.2 Customer acknowledges that Civica does not desire to process protected health information or other personal information or personal data; Customer represents that the Customer's data will not include such information, and Customer will not provide or otherwise make such information available to Civica or otherwise through the Products, Software, or Services.

8.3 Customer grants to Civica a non-exclusive, non-transferrable, royalty-free license for the term of this Contract to use, copy, reproduce, adapt and modify Customer's data for the purposes of this Contract.

8.4 Civica will upon receiving a written request from the Customer either (i) permanently delete or destroy, all of the Customer's data in the possession or control of Civica; or (ii) on payment of Civica's reasonable costs, return to Customer all of the Customer's data in the possession or control of Civica.

CCPA Sale of Personal Information

8.5 Both parties shall comply with their obligations under the Data Protection Legislation.

8.6 Civica will not: (i) sell any personal data it obtains from the Customer under this Contract; or (ii) retain, access, disclose or use personal data provided by or collected on behalf of Customer for any purpose except as necessary to maintain or provide the Services specified in this Contract, or as necessary to comply with the law or binding order of a governmental body. For the purpose of the immediately preceding sentence, "sell" shall have

the corresponding meaning set forth in applicable Data Protection Legislation.

8.7 Civica will, at its own cost, do all things and execute all documents necessary or convenient for the purpose of giving effect to this clause 8.

9. Confidentiality

9.1 Both parties shall keep the other party's Confidential Information confidential and shall not:

9.1.1 use or exploit the Confidential Information in any way except for carrying out its obligations under this Contract;

9.1.2 disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Contract;

9.1.3 copy, reduce to writing or otherwise record the Confidential Information except as necessary for this Contract; and

9.1.4 use, reproduce, transform, or store the Confidential Information in an externally accessible computer system or transmit it in any form or by any means whatsoever outside of its usual places of business.

9.2 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.2 it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

9.3 The terms of clause 9.1 shall not apply to any Confidential Information which:

9.3.1 is or comes into public knowledge, other than through a breach of this Contract by the Recipient;

9.3.2 can be shown by the Recipient to the reasonable satisfaction of the Discloser to have been known by the Recipient and to be at its free disposal before disclosure by the Discloser;

9.3.3 came lawfully into the possession of the Recipient from a third party who is free to make a non-confidential disclosure of the same, without any obligation of confidentiality being imposed upon the Recipient in respect thereof by such third party.

9.4 Civica may publicize the fact that it has been engaged by the Customer to provide the Services and is licensed to copy and reproduce any names or logos of the Customer for this purpose on its website

and in any promotional materials, proposals and tenders. No press release will be issued without the Customer's prior consent.

10. Charges

10.1 The Customer shall pay the Charges in accordance with the Order Form and this clause 10.

10.2 All amounts and fees stated or referred to in this Contract shall be payable in U.S. dollars, are exclusive of value added, sales, excise, use or other tax, which shall be added to Civica's invoice(s) at the appropriate rate and with the exception of taxes based on Civica's income.

10.3 Where Services are provided on a time and materials basis, they will be at the rates current at the time of provision of the service. Where specific daily rates are quoted these are only valid for 6 months following the date of signing this Contract (or any later date noted in the Order Form). Unless otherwise stated in the Order Form, invoices for work carried out on a time and materials basis will be raised monthly in arrears based on time actually worked on the chargeable activities covered by this Contract (as recorded by Civica staff on Civica's internal systems).

10.4 Any Services provided outside of a Working Day will be chargeable at the then current time and materials rates plus 50%.

10.5 All invoices shall be due for payment within 30 days of the date of the invoice(s). If Civica has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Civica including under clause 10.11, Civica may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Civica shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

10.6 If the provision of the Services is cancelled, suspended or deferred under clause 5.6 Civica will:

10.6.1 be entitled to payment by Customer for all work done up to the date of such deferment cancellation or suspension (including payment of the Annual Fees); and

10.6.2 wherever able to redeploy staff but in the event the days cannot be re-assigned Civica may charge for these. The rates chargeable for cancellation or deferment where there is: (i) less than 48 hours' notice is 100% per day; (ii) less than 7 days' notice is 75% per day; and (iii) more than 7 days' notice is 50% per day; together with any expenses already incurred or non-refundable e.g. train or air fares.

10.7 Civica may modify its fees and Charges in line with the then current prices of Civica and its suppliers, as follows:

10.7.1 except for third party costs, the percentage increase shall be applied not more than once per year or as otherwise agreed in the Order Form, as a general rule shall not exceed 6% per year but is subject to change; and

10.7.2 in respect of third party costs over which Civica has no control (for example Microsoft licensing charges) the percentage increase shall match the increase applied by the third party as detailed in clause 10.8.

10.8 Civica may increase the charges at any time to take into account third party costs, over which Civica has no control (for example, energy and Microsoft licensing charges) and apply the increase to the charges to match the increase applied by such third party, in respect of that element of the charges. Civica may not apply such increase retrospectively and will not pass on such increase to Customer where the increase is less than 2% of the third party element. On request Civica shall provide evidence of such increase applied by the third party.

10.9 Unless specifically shown as inclusive of expenses in the Order Form, all prices referred to in this Contract are exclusive of transport, travel, subsistence or out of pocket expenses incurred by Civica in carrying out the Services. Such reasonable expenses will be charged to Customer in accordance with Civica's expenses policy.

10.10 Where the Customer requires a purchase order to be raised in order to facilitate payment of invoices, the Customer agrees to raise such purchase order in a timely fashion so as not to delay payment of Civica invoices in accordance with this clause 10. Notwithstanding the foregoing, the Customer agrees that any failure to raise a purchase order does not prevent Civica from raising invoices and any delay or lack of a purchase order does not relieve the Customer from paying valid invoices.

10.11 Civica reserves the right (in addition to any other remedies which may be available to it) to charge an administrative fee on overdue amounts on a daily basis from the original due date of the invoice at the rate of \$700 per day, the Customer agrees that such administrative fee is a genuine pre-estimate of the cost and loss suffered by Civica for late payment of invoices.

10.12 If the use of the Services exceeds the usage restrictions shown in the Order Form at any time, Civica may charge Customer the additional usage fees retrospectively and increase the applicable Charges to take into account the additional usage.

11. Termination

11.1 Either party may, without prejudice to any other remedies it may have, terminate this Contract forthwith at any time by giving notice in writing to the other party:

11.1.1 if the other party commits any material breach of this Contract provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails within thirty (30) days of the date of such notice to remedy the breach complained of; or

11.1.2 if one party suffers for a period of 30 consecutive days or more a force majeure event described in clause 15.9; or

11.1.3 if the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.

11.2 If the Customer fails to make any payment (payable under this Contract) by the due date and provided notice has been given by Civica, if Customer fails to pay within further 14 day period after the due date, then Civica shall be entitled to terminate this Contract by giving 14 days written notice to Customer.

11.3 On expiry or termination of this Contract, Civica shall cease to be obliged to provide the Services under this Contract.

11.4 On expiry or termination of this Contract the right to use the Services including the Software and Documentation granted under this Contract shall cease and the Customer shall not use the Services.

11.5 On termination each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party.

11.6 On termination of the Services, for any reason other than a valid termination of this Contract by Civica under clause 11.1, Civica will, if requested before or within 7 days after such termination, for an additional charge, provide services to assist the Customer to migrate to a replacement, service including assisting in the transfer of any Customer data held by Civica.

11.7 If termination assistance is not requested under clause 11.6 then Civica may destroy or otherwise dispose of any of the Customer data in its possession unless clause 11.8 applies.

11.8 After termination or expiration of this Contract, upon Customer's written request, Civica will provide any Customer data in its control to Customer in Civica's standard database export format at no additional charge. Customer must submit such request to Civica within 30 days after termination or expiration of this Contract. Civica is not obligated to maintain or provide any Customer data after such 30 day period and will, unless legally prohibited, delete all Customer data in its systems or otherwise in its possession or under its control.

11.9 Termination of this Contract shall not affect any accrued liabilities, rights, obligations or liability of the parties as at the date of termination or arising as a result of termination or of circumstances giving any right to terminate.

11.10 The accrued rights and remedies of the parties as at termination shall not be affected by clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Limits of Liability

12.1 Neither party excludes or limits liability to the other party for:

12.1.1 death or personal injury arising from its negligence; or

12.1.2 wilful misconduct and gross negligence; or

12.1.3 fraud or fraudulent misrepresentation; or

12.1.4 to the extent such limitation or exclusion is unlawful.

12.2 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Contract shall be limited to \$1,000,000 in aggregate.

12.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, BUT SUBJECT TO CLAUSE 12.1 NEITHER CIVICA NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING (WHETHER OR NOT THE PARTY BEING CLAIMED AGAINST WAS ADVISED OF, OR KNEW OF, THE POSSIBILITY OF SUCH LOSSES) WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, TORT, OR OTHERWISE:

12.3.1 LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF REVENUE, LOSS OF CONTRACT, LOSS OF GOODWILL, LOSS OF ANTICIPATED EARNINGS OR SAVINGS (WHETHER ANY OF THE FOREGOING ARE DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR OTHERWISE); OR

12.3.2 LOSS OF USE OR VALUE OF ANY DATA OR EQUIPMENT INCLUDING SOFTWARE, WASTED MANAGEMENT, OPERATION OR OTHER TIME (WHETHER ANY OF THE FOREGOING ARE DIRECT, INDIRECT OR CONSEQUENTIAL, OR PUNITIVE, EXEMPLARY, INCIDENTAL, OR OTHERWISE); OR

12.3.3 ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE; OR

12.3.4 THE POOR PERFORMANCE, OR LACK OF CONNECTIVITY, OR LACK OF AVAILABILITY OF THE INTERNET OR TELECOMMUNICATIONS OR HARDWARE;

12.3.5 LOSS OR DAMAGE TO THE OTHER PARTY'S OR ANY THIRD PARTY'S DATA OR RECORDS;

HOWEVER ARISING.

12.4 EXCEPT TO THE EXTENT OF LIABILITY ARISING UNDER CLAUSES 12.1 OR 12.2 AND SUBJECT TO CLAUSE 12.3, CIVICA'S TOTAL AGGREGATE LIABILITY IN OR FOR BREACH OF CONTRACT, NEGLIGENCE MISREPRESENTATION (EXCLUDING FRAUDULENT MISREPRESENTATION), TORTIOUS CLAIM (INCLUDING BREACH OF STATUTORY DUTY), RESTITUTION RELATING TO OR ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT (INCLUDING PERFORMANCE, NON-PERFORMANCE OR PARTIAL PERFORMANCE), AND INCLUDING LIABILITY EXPRESSLY PROVIDED FOR UNDER THIS CONTRACT SHALL NOT EXCEED THE CHARGES PAID OR PAYABLE DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12.5 EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR AS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES AND OTHER TERMS ARE EXCLUDED (INCLUDING ANY STATUTORY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND CONFORMANCE WITH DESCRIPTION) SAVE TO THE EXTENT THAT THE SAME ARE NOT CAPABLE OF EXCLUSION AT LAW.

12.6 THE PARTIES HEREBY AKNOWLDGE THAT THE CHARGES HAVE BEEN SET BY CIVICA ON THE BASIS OF THE EXCLUSIONS AND RESTRICTIONS OF LIABILITY IN THIS CLAUSE 12 AND WOULD BE HIGHER WITHOUT THOSE PROVISIONS.

13. Corruption

13.1 Civica shall not:

13.1.1 offer, give or agree to give to any person working for or engaged by Customer any fee, gift, reward or other consideration of any kind, which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between Civica and Customer including its award to Civica and any of the rights and obligations contained within it; nor

13.1.2 offer, give or agree to give any fee, gift, reward or other consideration to any person the receipt of which is an offence under the Foreign Corrupt Practices Act of 1977, as amended or other applicable anti-corruption law; nor

13.1.3 enter into this Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Customer by or for Civica, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Customer before signing this Contract.

13.2 If Civica (including any Civica employee or agent, in all cases whether or not acting with Civica's knowledge) breaches

13.2.1 clause 13.1, or

13.2.2 the Foreign Corrupt Practices Act of 1977, as amended or other applicable anti-corruption law in relation to this Contract or any other contract with Customer;

Customer may (i) terminate this Contract on written notice with immediate effect; and (ii) recover from Civica the amount of any loss resulting from such termination.

13.3 Any termination under clause 13.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Customer.

14. Statutory and Other Regulations

14.1 Civica shall in all matters arising in the performance of the Contract conform with all applicable orders, regulations, laws, and decisions having the force of law applicable to this Contract. Civica shall not in the performance of this Contract in any manner endanger the safety, unlawfully interfere with or cause the inconvenience of the public. The cost to Civica of meeting the requirements of this clause shall be included in the Charges except as provided under clause 14.2.

14.2 If the cost to Civica of the performance of the Contract shall be increased or reduced after the date of this Contract by reason of the making of any law or any order, regulation or decision having the force of law that shall be applicable to this Contract (other than any tax upon profits or revenue), the amount of such increase or reduction shall be added

to or deducted from the Charges shown in the Order Form.

14.3 Customer acknowledges that export laws of the United States and any other relevant local export laws applicable to Customer apply to the Services. Customer agrees that such export laws govern its access to, and use of the Services (including without limitation technical information and technical data) and any Documentation or other materials provided or otherwise made available pursuant to the Contract, and Customer agrees to comply with all such export laws. Customer agrees that no data, information, software programs, or other materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, by Customer or its Authorized Users, or its or their representatives.

15. General

15.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its registered office, as detailed in the Order Form (if a company) or (in any other case) its principal place of business. In the case of notices to Civica, they shall be addressed for the attention of the Managing Director with a copy to admin@civicaus.com.

15.1.1 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00 am on the third day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

15.1.2 Any notice sent by electronic mail shall be deemed received upon delivery by electronic mail with confirmation from the server transmission was completed.

15.2 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. No terms, provisions or conditions contained in any purchase order, sales confirmation, or other business form that either party may use in connection with the transactions contemplated by this Contract will have any effect on the rights or obligations of the parties under, or otherwise modify, this Contract. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

15.3 Either party may at any time request a change to this Contract and/or the Services. No variation of this Contract, including any additional terms and conditions, shall be binding unless it is in writing and signed by each of the parties (or their duly authorized representatives).

15.4 No failure or delay in exercising any remedy or right under this Contract will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any remedy or right under this Contract or otherwise.

15.5 Neither party may assign the benefit of this Contract nor any interest except with the prior written consent of the other (such consent not to be unreasonably withheld), save that Civica may assign this Contract at any time to any member of the Civica group of companies.

15.6 The provisions of this Contract shall be severable in the event that any of its provisions are held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction or other applicable authority and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Contract.

15.7 The rights of third parties are excluded, by the agreement of all the parties to this Contract, from applying to this Contract to the maximum extent permitted by law. No term of this Contract is enforceable by any person who is not a party to it. This clause shall prevail in the event of any conflict between it and anything else in this Contract.

15.8 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.9 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Contract, excluding Customer's obligation to pay the Charges, if it is due to a force majeure event: which is any event beyond the reasonable control of a party to this Contract including, without limitation, acts of

God, war, industrial disputes, pandemic, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the force majeure event. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate this Contract in accordance with clause 11.1.2.

15.10 All disputes arising out of or under this Contract that are not resolved by the Customer's contract manager and Civica's account manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer contract manager's manager and for Civica the Service Delivery Manager. Then the third level of escalation for both the parties is to that of the manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the courts located in the State of Ohio to the exclusion of all other courts and fora.

15.11 Subject to clause 15.10, this Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with laws of the State of Ohio, without regard to conflicts-of-law provisions.

15.11.1 Any action or proceeding by either party to enforce this Contract shall be brought only in any state or federal court located in the State of Ohio, county of Franklin and the parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

15.11.2 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.

15.11.3 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Master Patient Index Software

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Office of Shared Administration (OSA) and the Bureau of Public Health (BPH), hereinafter Agency, to establish an open-end contract for Master Patient Index Software to run in an environment to be provided by the WV Office of Technology within the State Data Center.

The purpose of a Master Patient Index (MPI) is to uniquely identify and accurately match patient records across multiple healthcare systems and data sources. It ensures that everyone is represented only once within the database, avoiding duplication and fragmentation of health information. An MPI would improve data quality, support interoperability, and enable more coordinated and efficient patient care

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1- "Federal Funds Addendum".

The Agency has developed an EEOP Utilization Report, and it is available at:
<http://www.wvdhhr.org/pdfs/h1.5%20utilization%20report%20and%20eeo%20policy.pdf>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Licenses"** means Agency's licenses to utilize Master Patient Index software.
 - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **API (Application Programming Interface):** A set of rules and protocols that allows different software applications to communicate and interact with each other.
 - 2.5 **AWS (Amazon Web Services):** A comprehensive cloud computing platform offered by Amazon that provides on-demand computing resources and services.
 - 2.6 **Data Bridge:** A flexible and evolving data integration platform designed to ingest and process multiple export formats—including ODBC connections, CSV/delimited files, XML, and JSON—while minimizing direct interoperability requirements between source and destination systems by handling the necessary translation and transformation of data.

Master Patient Index Software

- 2.7 FTP (File Transfer Protocol):** A standard network protocol used to transfer files between a client and server over the internet or a network.
- 2.8 HL7 (Health Level Seven):** A set of international standards for the exchange, integration, sharing, and retrieval of electronic health information.
- 2.9 JSON (JavaScript Object Notation):** A lightweight data-interchange format that uses human-readable text to represent structured data as key-value pairs.
- 2.10 ODBC(open database connectivity):** a standardized interface that allows applications to access data from different database management systems.
- 2.11 XML (eXtensible Markup Language):** A markup language used to encode documents in a structured and readable format for both humans and machines.
- 3. QUALIFICATIONS:** 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.
- 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.
- 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:
- Contact Name
 - Contact Title
 - Agency Represented
 - Telephone Number
 - Email Address

Master Patient Index Software

4. MANDATORY REQUIREMENTS:

4.1. Software Licenses and Support: The vendor shall provide a comprehensive, on-premises Master Patient Index (MPI) system that includes licensing for 11 users, 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 for broader downstream data distribution and access.

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.

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

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

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

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)

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

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)

Master Patient Index Software

- Flat file import
- HL7
- AWS

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

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

4.1.4 Matching and Accuracy

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

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

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

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

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

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

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

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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

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Encounter primary physician	Attending physician's National Provider Identifier for the visit.	Coded value
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.

4.1.5 Export Integration Capabilities

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

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.

4.1.6 Security, Compliance, and Performance

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

4.1.6.2 The solution must be HIPAA and HITECH Act compliant.

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.

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

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

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.

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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.

4.1.8 Data Ownership

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

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.

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.

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.

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.

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.

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.

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- 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

- 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.
- 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.
- 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.

5. CONTRACT AWARD:

- 5.1. Contract Award:** The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages.

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5.2. Pricing Page: Vendor should complete the Pricing Page by providing the cost to provide master patient index software, additional user licenses/subscriptions and each renewal year, which will provide an overall total bid.

Future use of the contract is not guaranteed, nor are the additional quantities. The totals are used for bidding purposes only.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. PAYMENT: Agency shall pay per item as shown on the Pricing Pages, for all Software and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. FACILITIES ACCESS: In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

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

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

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

8. VENDOR DEFAULT:

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

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

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

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

8.1.4. Failure to remedy deficient performance upon request.

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

8.2.1. Immediate cancellation of the Contract.

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

8.2.3. Any other remedies available in law or equity.

8.2.4. Failure to remedy deficient performance upon request.

9. MISCELLANEOUS:

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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 1/20/2026

Vendor Name: Civica North America Inc.

By: 

Printed Name: Mark Burgess

Title: Managing Director

Date: 09-30-2025

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

WV Office of
Name of Agency: Shared Administration

(Mark Burgess)
Name of Associate: Civica North America Inc.

Signature: Heather White

Signature: [Handwritten Signature]

Title: Procurement Specialist, Senior

Title: Managing Director

Date: 1/20/2026

Date: 09-30-2025

Form - WVBA-012004
Amended 08.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY [Handwritten Signature]
Patrick Montsary
Attorney General

Appendix A

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

Name of Associate: Civica North America Inc.

Name of Agency: WV Department of Health

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

The solution must be HIPAA and HITECH Act compliant.

Patient name, address, DOB, Gender, Race, Address, Telephone number, SSN.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software - user licenses/subscription		EA	8820.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: The system can support a minimum of 11 concurrent users. The license model of the Civica MDM solution does not limit the number of named or concurrent users and an unlimited number of users is licensed and supported. The performance and scalability of the system will be dependent on the hardware specification of the host environment. Civica will provide recommended hardware specification to meet the stated requirements to ensure that performance is not degraded based on the usage.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Additional users can be added to the system. The Civica MDM solution is not licensed by users, and an unlimited number of users is supported. The solution provides a user interface for additional users to be provisioned.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Civica will provide each user with a minimum of five hours of complimentary virtual training. This training is delivered using Civica's standard "Train the Trainer" approach, which is specifically designed to equip participants with the skills, knowledge, and confidence to effectively train others, whether in a classroom, workshop, or a day-to-day operational setting. This method enables the Agency to manage, schedule and deliver training sessions independently, without the need to contact Civica for each instance. Train the Trainer training will be conducted remotely by dedicated, locally based Civica Training Consultants as part of the standard Civica MDM implementation process. All sessions will be scheduled during standard business hours, Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST.

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		EA	9730.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: See attached documents for specific pricing. Pricing is based on number of unique lives. West Virginia can have as many domains or users as required. Pricing includes software, support, and implementation for one (1) year and an option of three (3) additional years.

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		EA	98750.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Civica will provide either a guided installation process or provision a full installed environment depending on the hosting model the agency selects. Full training and support will also be provided as part of the implementation process.

Civica will meet with the agency within 10 business days of contract award to initiate the project and finalize the implementation schedule. This is a standard process for all projects executed by Civica.

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		EA	8820.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: The system can support a minimum of 11 concurrent users. The license model of the Civica MDM solution does not limit the number of named or concurrent users and an unlimited number of users is licensed and supported. The performance and scalability of the system will be dependent on the hardware specification of the host environment. Civica will provide recommended hardware specification to meet the stated requirements to ensure that performance is not degraded based on the usage.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Additional users can be added to the system. The Civica MDM solution is not licensed by users, and an unlimited number of users is supported. The solution provides a user interface for additional users to be provisioned.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Civica will provide each user with a minimum of five hours of complimentary virtual training. This training is delivered using Civica's standard "Train the Trainer" approach, which is specifically designed to equip participants with the skills, knowledge, and confidence to effectively train others, whether in a classroom, workshop, or a day-to-day operational setting. This method enables the Agency to manage, schedule and deliver training sessions independently, without the need to contact Civica for each instance. Train the Trainer training will be conducted remotely by dedicated, locally based Civica Training Consultants as part of the standard Civica MDM implementation process. All sessions will be scheduled during standard business hours, Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST.

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		EA	9730.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: See attached documents for specific pricing.
Pricing is based on number of unique lives. West Virginia can have as many domains or users as required.
Pricing includes software, support, and implementation for one (1) year and an option of three (3) additional years.

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		EA	8820.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Additional users can be added to the system. The Civica MDM solution is not licensed by users, and an unlimited number of users is supported. The solution provides a user interface for additional users to be provisioned.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Additional users can be added to the system. The Civica MDM solution is not licensed by users, and an unlimited number of users is supported. The solution provides a user interface for additional users to be provisioned.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Civica will provide each user with a minimum of five hours of complimentary virtual training. This training is delivered using Civica's standard "Train the Trainer" approach, which is specifically designed to equip participants with the skills, knowledge, and confidence to effectively train others, whether in a classroom, workshop, or a day-to-day operational setting. This method enables the Agency to manage, schedule and deliver training sessions independently, without the need to contact Civica for each instance. Train the Trainer training will be conducted remotely by dedicated, locally based Civica Training Consultants as part of the standard Civica MDM implementation process. All sessions will be scheduled during standard business hours, Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST.

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		EA	9730.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Pricing is based on number of unique lives. West Virginia can have as many domains or users as required. Pricing includes software, support, and implementation for one (1) year and an option of three (3) additional years.

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		EA	8820.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: The system can support a minimum of 11 concurrent users. The license model of the Civica MDM solution does not limit the number of named or concurrent users and an unlimited number of users is licensed and supported. The performance and scalability of the system will be dependent on the hardware specification of the host environment. Civica will provide recommended hardware specification to meet the stated requirements to ensure that performance is not degraded based on the usage.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Additional users can be added to the system. The Civica MDM solution is not licensed by users, and an unlimited number of users is supported. The solution provides a user interface for additional users to be provisioned.

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		EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: Civica will provide each user with a minimum of five hours of complimentary virtual training. This training is delivered using Civicas standard "Train the Trainer" approach, which is specifically designed to equip participants with the skills, knowledge, and confidence to effectively train others, whether in a classroom, workshop, or a day-to-day operational setting. This method enables the Agency to manage, schedule and deliver training sessions independently, without the need to contact Civica for each instance. Train the Trainer training will be conducted remotely by dedicated, locally based Civica Training Consultants as part of the standard Civica MDM implementation process. All sessions will be scheduled during standard business hours, Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST.

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		EA	9730.000000	

Comm Code	Manufacturer	Specification	Model #
43232610			

Commodity Line Comments: See attached documents for specific pricing.
Pricing is based on number of unique lives. West Virginia can have as many domains or users as required.
Pricing includes software, support, and implementation for one (1) year and an option of three (3) additional years.

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.