Washington State Department of
Enterprise Services

Statewide Contract

No. 23023

Electronic Health Records Solution

For Use by Eligible Purchasers

By and Between

**State of Washington
Department of Enterprise Services**

and

Ensoftek, Inc.

Dated March 15, 2024

This Washington Statewide Contract (" Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Ensoftek, Inc., an Oregon corporation ("Contractor") and is dated and effective as of March 1, 2024.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Pursuant to its statutory authority, Enterprise Services is establishing a Contract for Electronic Health Records Solutions that is designed to enable eligible purchasers to procure specified electronic health records services from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.

C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 23023 dated October 6, 2023.

D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.

E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM**. The term of this Contract is seventy two (72) months, commencing March 15, 2024 and ending March 14, 2029; *Provided*, however, that if Contractor is not in default and if, by September 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Data Security Certifications and Notices:	Contractor timely provides to Enterprise Services annual security reports, attestations and Data Breach notifications (if applicable) as required by this Contract. *See Section 6.*
Services Availability Service Level Standard:	At levels set in Contractor's SLA (see Exhibit D).
Technical Support Service Level Standard:	At levels set in Contractor's SLA (see Exhibit D).
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit C – Insurance Requirements* at § 4.
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS**. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University

- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. **SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE**.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

   (a) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

   (b) Services. For purposes of this Contract, "Services" means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.

   (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.

3.4. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does <u>NOT</u> require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.

4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.

4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.16. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and

conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.17. ACCESSIBILITY. Contractor represents and warrants it shall exercise commercially reasonable efforts to comply with the Office of Chief Information Officer (OCIO) Standard 188.10 – Minimum Accessibility Standard located at https://ocio.wa.gov/policy/minimum-accessibility-standard. Contractor shall regularly review its systems and at the commencement of this Contract, and annually thereafter, certify to Enterprise Services that Contractor's Services meet OCIO Standard 188.10.

5. **QUALITY; WARRANTY; REMEDIES.**

5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. **SAFETY; SECURITY**. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

6.2. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

6.3. DATA SECURITY.

    a) SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) requirements set forth in *Exhibit A – Included Goods/Services*; (c) applicable Washington State IT policies and standards loated at https://ocio.wa.gov/policies.

    b) ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide Enterprise Services with the Contractor's FedRAM compliance report. Enterprise Services may accept, at its sole discretion, alterative reports, audits or reporting formats which Enterprise services determines to be equivalent or better to the reports and certifications described herein.

    c) DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Purchaser's Data by an unauthorized party ("Data Breach"), Contractor shall notify the Purchaser and Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

        i. The nature of the Data Breach;

        ii. The Data accessed, used or disclosed;

        iii. The person(s) who accessed, used, disclosed and/or received Data (if known);

        iv. What Contractor has done or will do to quarantine and mitigate the Data Breach; and

        v. What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Enterprise Services.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with the Purchaser and Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Purchaser's and Enterprise Services review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by the Purchaser and Enterprise Services in responding to or recovering from the Data Breach.

    d) TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that Enterprise Services or its designated representative shall have reasonable access to Services purchased under this contract, its operational documentation, records and

databases, including online inspections. The online inspection shall allow Enterprise Services, its authorized agents, or a mutually acceptable third party hired by Enterprise Services, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

i. Operating system/network vulnerability scans;

ii. Web application vulnerability scans;

iii. Database application vulnerability scans; and

iv. Any other scans to be performed by Enterprise Services or representatives on behalf of Enterprise Services.

Contractor shall allow Enterprise Services reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and Enterprise Services' Data, at no cost to Enterprise Services. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from Enterprise Services' computers, network hardware, internet connectivity, or other elements owned or controlled by Enterprise Services that are reasonably required to use Services. The audit results shall be shared with Enterprise Services within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Enterprise Services with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

7. SUBCONTRACTORS.

7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such

representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. **USING THE CONTRACT – PURCHASES.**

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

(a) LOCATION OF SERVICES. The Services shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

8.4. LICENSE FOR SERVICES.
(a) AUTHORIZED USERS. Subject to the terms of this Contract and the Purchase Order, Contractor grants Purchaser a renewable, irrevocable, nonexclusive, royalty-free, worldwide right for Purchaser and its employees, contractors, agents, or any other individuals or entities authorized by Purchaser (each an "Authorized User") to access and use the Services. For the purposes of 11 U.S.C. § 365(n), the Contractor and Purchaser agree that this Contract and the Purchase Order constitutes a license grant of intellectual property in software form to Purchaser from Contractor.
(b) PRE-EXISTING MATERIALS. Enterprise Services acknowledges that, in the course of performing the Services, Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor (collectively, the "Pre-existing Materials") and that the same shall remain the sole and exclusive property of Contractor.

(c) CHANGES IN FUNCTIONALITY. During the term of the Contract, Contractor shall not reduce or eliminate functionality in the Services. Where Contractor has reduced or eliminated functionality in the Services, Enterprise Services, at Enterprise Services' sole election and in Enterprise Services' sole determination, shall: (a) have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Contract and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Contractor will immediately adjust the Services fees accordingly on a prospective basis. If improved features or versions (e.g., patches, bug fixes, updates or releases) are made available to other Services' users at no additional cost, Contractor also shall make such improved features or versions available to Purchasers at no additional cost and with the same rights, obligations and limitations as for the Services.

(d) DOCUMENTATION. Contractor shall provide the documentation for the Services ("Documentation") that accurately and completely describes the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instructions such that an Authorized User can become self-reliant with respect to access and use of the Services.

8.5. DATA OWNERSHIP, USE, RECOVERY.

(a) DATA OWNERSHIP AND USE. Purchaser's data ("Data") shall include data collected, used, processed, stored, or generate as the result of the use of the Services. Data is and shall remain the sole and exclusive property of the Purchaser. Contractor is provided a limited, non-exclusive license to access and use Data solely for performing its obligations under the Contract. Contractor shall: (a) keep and maintain Data in strict confidence and as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than Purchaser without Purchaser's prior written consent.

(b) DATA BACKUP. As part of the Services, Contractor is responsible for maintaining a backup of Data and for an orderly and timely recovery of such Data in the event that the Services may be interrupted. Contractor shall maintain a contemporaneous backup of Data that can be recovered within two (2) hours at any point in time.

(c) EXTRACTION OF DATA. Contractor shall, within one (1) business day of Purchaser's request, provide Purchaser, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the Data in the format specified by Purchaser.

(d) RETURN OF DATA. Sixty (60) days prior to the expiration date of the Purchase Order, or upon notice of termination of the Purchase Order, Contractor, without charges and without any conditions or contingencies, shall assist Purchaser in extracting and/or transitioning all Data in the format specified by Purchaser. After all Data is returned to Purchaser, Contractor shall within sixty (60) days delete all Data from all Contractor's systems in compliance with procedures established by the National Institute of Standards and Technology (NIST). Within the same time period, Contractor shall certify to Purchaser that Contractor has destroyed all Purchaser's Data disclosed to it under this Contract.

(e) DISASTER RECOVERY. In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify Purchasers and Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform Purchasers and Enterprise Services of:

    i. The scale and quantity of the Data loss;

    ii. What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and

    iii. What corrective action Contractor has taken or will take to prevent future Data loss.

Contractor shall restore continuity of Services to meet the 24 hours Recovery Point Objective (RPO) and 72 hours Recovery Time Objective (RTO). At the commencement of the Contract, Contractor shall provide a copy of its disaster recovery plan and obtain Enterprise Services' written approval of the disaster recovery plan. Contractor shall annually demonstrate the completion of disaster recovery testing and present a summary of test findings and any resulting remedial actions.

8.6. SERVICE LEVEL AGREEMENT. See attached Exhibit D – Service Level Agreement.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

    (a) Contract No. 23023;

    (b) Purchaser's Purchase Order Number;

    (c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

    (d) Contractor's Federal Tax Identification Number;

    (e) Date(s) of delivery;

    (f) Applicable Goods and/or Services;

    (g) Invoice amount; and

    (h) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one

percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

9.3. PROJECT IMPLEMENTATION FEES. Purchasers shall pay to Contractor the project implementation fees based on the rates set forth in *Exhibit B - Prices for Goods/Services* and as mutually agreed between the Purcahser and Contractor. Notwithstanding any provision to the contrary, Contractor's compensation to implement the Services is contingent upon Purchaser's approval of Contractor's satisfactory completion of the deliverables and milestones set forth in the Purchaser Order. The parties understand and agree that this is a performance-based contract. Accordingly, in regard to implementation of the Services, Contractor shall be paid pursuant to the milestone schedule as mutually agreed between the Purchaser and Contractor and set forth in the Purchase Order. Purchasers may elect to retain up to ten percent (10%) of the total project implementation fees until sixty (60) days after the final written acceptance by the Puchaser of the successful launch of the Services to ensure the Services are performing as intended.

9.4. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.5. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

9.6. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

9.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: DES Contracts Team Cypress	Attn: Manu Reddy
Washington Dept. of Enterprise Services	Ensoftek, Inc.
PO Box 41411	735 SW 158th Avenue, Suite 140
Olympia, WA 98504-1411	Beaverton, OR 97006
Tel: (360) 407-2218	Tel: (503) 643 1226 x 122
Email: DESContractsTeamCypress@des.wa.gov	Email: manu@ensoftek.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Legal Services Manager	Attn: Michelle Silas
Washington Dept. of Enterprise Services	Ensoftek, Inc.
PO Box 41411	735 SW 158th Avenue, Suite 140
Olympia, WA 98504-1411	Beaverton, OR 97006
Email: greg.tolbert@des.wa.gov	Email: msilas@ensoftek.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. **CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS**.

11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous"

option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

Quarter	For Sales Made In Calendar Quarter Ending	Contract Sales Report	
		Due By	Past Due
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0025.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Goods and/or Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services

the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.

14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property

free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. **DISPUTE RESOLUTION**. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. **TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES**.

16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision,

in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report contract sales;

(c) Contractor fails to timely pay the vendor management fees when due; or

(d) Contractor breaches any representation or warranty provided herein.

16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade

secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

18.3. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

18.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

18.8. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.

18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.

18.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent

breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

18.21. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

18.23. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) <u>Obligation to Cooperate</u>. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) <u>Default</u>. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) <u>Remedies for Breach</u>. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.
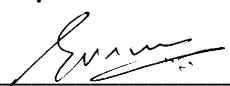
18.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: _Elena McGrew_
  Elena McGrew
Its: Statewide Enterprise Procurement Manager

ENSOFTEK, INC.,
an Oregon corporation

By: _____
  Ramana Reddy
Its: President/CEO

INCLUDED GOODS/SERVICES

1.1 Proposed solutions/products must meet the Office of the National Coordinator for Health IT (ONC) Certified Health IT Product List (CHITPL) certification.

1.2 Proposed solutions must support the current and all future versions of USCore HL7, including HL7 Fast Healthcare Interoperability Resources (FHIR).

1.3 Proposed solutions must provide the capability to implement interoperability standard, Substitutable Medical Applications, Reusable Technologies (SMART) on FHIR.

1.4 Proposed solutions must provide the capability to implement connections to external Clinical Decision Support (CDS) tools.

1.5 Proposed solution must be FedRAMP compliant.

1.6 Proposed solutions must provide the capability to meet an availability standard of 99.9%

1.7 Proposed solutions must provide the capability to display and print at the facility any patient's essential medical data (diagnosis, medications, allergies), and all scheduled appointments in the event of planned or unplanned downtime/outage of the primary/secondary EHR System.

1.8 Proposed solutions must provide the capability to interoperate with the client devices using Microsoft Windows Operating system, including MS Windows 10, 11, and future versions when available to the market.

1.9 Proposed solution must comply with OCIO requirements regarding media handling and disposal.

1.10 Solution must support the authentication, auto-registration, and provisioning of users through Identity Providers. Such providers include, but are not limited to:
- Microsoft Azure Active Directory (AD) / Office 365 Modern Authentication via OAuth 2.0
- Active Directory Federated Services (ADFS) with SAML 2.0 requirement
- Single Sign On (SSO)

1.11 Solution is able to handle multiple concurrent users and continue running at optimal speed for basic navigation, downloads, uploads, and system functions, even at speeds as low as 10 mbps.

1.12 Solution is compatible with IPV6.

1.13 Solution retains configuration settings during application version upgrades.

1.14 The solution meets state of Washington minimum level of compliance for accessibility – Web Content Accessibility Guidelines (WCAG) 2.1 Level AA compliance.

1.15 Solution provides the ability to track records retention and disposition dates.

1.16 All data transfers are encrypted using 256 bit (or higher) TLS 1.2 for HTTP traffic and SSH version 2 for any batch or real-time non-http transfers. Furthermore, SSL certificates must be SHA2 and signed by a trusted third party; no self-signed certificates will be considered.

1.17 Proposed solution must be a commercial, off the shelf (COTS) product, that will not require any custom development to meet requirements.

1.18 Proposed EHR solution must be capable of being hosted through a commercial cloud system.

1.19 Proposed EHR solution must be capable of being hosted internally by Agencies.

Required EHR Functionality /Module	Description	Category	Required/optional	Bidder's Capability to provide functionality
Scheduling Module	The module requires the ability for scheduling staff to book an appointmnt, then check patients in on arrival. Visibility between physicians to view entire clinics scheduling.	Administration	Required	**Yes.** DrCloudEHR is built around improving efficiency and productivity for healthcare delivery, which is why the integrated Calendar & Schedule module plays an important role in the clinical workflow. The module supports setting up appointments, cancellations, and rescheduling for multiple providers and facilities. The calendar supports daily/weekly/monthly viewing, searching, and printing including searches for the next available appointment for a provider with the ability for authorized users to view the entire clinics schedule. Individual sessions, group appointments, walk-in services, and appointments for any custom event can be created and color-coded. When patients are checked in for an appointment, the system can automatically create a billable encounter. The scheduler supports appointments that are tied to workflow or ad hoc documentation of care, e.g., walk-in appointments or emergency services. When adding a new event or appointment, staff can put notes in the comments field and these notes will appear when hovering over the appointment in the built-in calendar on the Schedule tab.

| Admission, Discharge and Transfer Module | ADT module must be able to perform secure transfers of patient data, as well as storing contact information and other patient information. | Admi nistra tion | Require d | **Yes.** DrCloudEHR provides automated workflows to qualify, enroll, and actively manage patients, including tracking of admission, discharge, and transfer events. Providers can access patient data such as medical history, current medications, lab results, and other important information for accurate diagnosis and treatment. This module ensures efficient patient management, continuity of care, and data integrity within DrCloudEHR. The ADT module comes equipped with various features that make it an essential component of DrCloudEHR.

Some of these include:
Admissions Management: This feature allows healthcare providers to register new patients, assign them a unique identifier, and input their demographic and insurance information.
Discharge Planning: The module enables healthcare facilities to plan for patient discharge by tracking their progress, creating a discharge summary, and arranging follow-up appointments.
Transfer Management: With this feature, healthcare providers can easily transfer patients between departments or facilities, ensuring continuity of care.
Bed Management: The ADT module allows for efficient management of beds by tracking availability, occupancy, and patient placements in various rooms.
Real-Time Updates: All information entered into the ADT module is updated in real-time, allowing for accurate and up-to-date patient data at all times. |
| Medical Records Transmission Module | Module must compile patient and other records in a variety of requested formats, and output to various file types for distribution based on | Admi nistra tion | Require d | **Yes.** DrCloudEHR supports compiling patient and other medical records in a variety of requested formats, and outputting them to various sources such as hospitals, clinics, insurance companies, and government agencies. DrCloudEHR ensures that records are easily accessible and securely transmitted to authorized individuals or organizations. DrCloudEHR is able to compile records in different formats such as CSV, SQL, XML, PDF, HTML, OpenDocument Text and Spreadsheet, Word, LATEX and others depending on the |

	medical records requests.			specific request.

Additionally, DrCloudEHR ensures that all transmissions are secure and comply with HIPAA regulations to protect patient information from unauthorized access or tampering. |
| Payment and Billing Module (Physician and Facility) | Payment and billing module must enable organizations to enroll members, bill insurance premiums, process referrals and pay claims.Must include ANSI 837 v5010 Institutional and Professional electronic claims and 835 v5010 electronic remittance formats. Must support real-time eligibility and benefits queries and claim status messages with the ability to drive follow-up actions based on payer responses. | Admi nistra tion | Require d | **Yes.** DrCloudEHR's integrated Payment and Billing Module provides a full spectrum of Revenue Cycle Management (RCM) functions. Its functionality includes real-time eligibility checking, data validation, error-checking, claims generation, review, and submission of claims status, ERA processing, payment allocation, statement generation, Accounts Receivables (AR) reports, and denials management to comprehensively cover billing functions. DrCloudEHR supports defining fee schedules per payer as fixed or sliding scales and is easily accessed by staff. Financial Analysis is made simple through dashboards, and standard and custom reporting. DrCloudEHR provides business intelligence giving the State both foresight and reflective insights into their clinics performance.

The RCM tools integrate seamlessly into one single interface to reduce a multitude of manual activities preventing errors and providing the ability to manage its receivables following its specific business requirements in a highly efficient manner. DrCloudEHR works with many clearinghouses to support billing services including, Availity, Office Ally, Change Healthcare, PHTECH, Maryland Medicaid, and Waystar. |

| Chart Tracking Module | Chart tracking module must notify physicians of missing documentaton based on configurable system triggers. Module must also track completion and authentication on all documents and orders regardless of storage type, including scanned and electronic documents. | Clinical | Required | **Yes.** DrCloudEHR includes the Golden Thread™ rules engine, an integrated quality management system that generates alerts and notifications to help providers stay on top of their patients' records. It utilizes scalable, modular, evidence-based algorithms to meet compliance requirements and provide alerts of any missing documentation that may be required for a patient's record. This not only ensures that all necessary information is documented but also helps prevent any potential delays or errors in patient care.

The system can define specific forms and fields on the form and make them mandatory to streamline the clinical documentation at the point of care and assist with the decision-making process. It can track the completion and authentication of all documents and orders, regardless of storage type, and is designed to operate agency-wide or per facility/program. Alerts are generated based on Form-Based Rules (act upon specific forms or documents that must be part of a record) or Value-based rules act upon specific data elements in the database, which could practically be anything e.g., demographics, diagnoses.

Additionally, combining the form completion criteria and the Golden Thread rules will compel providers to stay within the State's guidelines allowing both systemic and form-specific oversight, supervisory, and signatures. This allows for a more efficient and streamlined documentation process, saving time and resources for both providers and support staff. |
| Patient Data Transfer Module | Patient data module must have the ability to share patient data between providers located at different facilities. | Clinical | Optional (50 pts) | **Yes.** DrCloudEHR is a comprehensive interoperable (meets the 21st Century Cures Act guidelines and supports HL7, FHIR, send/receive CCD/CCDA data) solution, that is standards-based, interoperable, and supports data exchange across agencies. It complies with federal mandates and state-reporting requirements and delivers real-time information for efficient healthcare delivery and documentation while meeting IT security and compliance requirements. |

				DrCloudEHR is built on Modular Open System Architecture (MOSA) principles that are scalable, modular, and interoperable. The architecture is designed to seamlessly interface and communicate with other systems ensuring our ability to exchange health information between providers, and healthcare systems and promoting engagement by integrating into existing networks and interfacing with third-party systems. DrCloudEHR supports this via HL7, web services (SOAP), XML, RESTful services, secure file exchange over Secure File Transfer Protocol (SFTP), or other custom mechanisms.
Pharmacy Module	Pharmacy module must store patient and medication data in a central repository. Module must manage all processes involved in dispensing and recievng pharmacy supplies	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR serves as a central repository for patient and medication data, allowing healthcare providers to easily access and manage this information. It enables healthcare providers to manage all aspects of dispensing and receiving pharmacy supplies. This includes recording prescriptions, tracking medication inventory, and processing refill requests. The module also plays a critical role in ensuring patient safety by checking for potential drug interactions and allergies before dispensing medication. It provides: • Centralized Information: With all medication data stored in one place, healthcare providers can easily access a patient's complete medication history, including current and past prescriptions. • Improved Efficiency: The pharmacy module streamlines the prescription process by allowing for electronic prescribing and automated refills. This saves time for both healthcare providers and patients. • Enhanced Patient Safety: By alerting healthcare providers of potential drug interactions or allergies, the pharmacy module helps prevent medication errors, ultimately improving patient safety. • Better Care Coordination: With access to a patient's complete medication history, all members of the healthcare team can make informed decisions and provide coordinated care.

Inventory Module	Module must maintain inventory of hospital supplies, and interface with Pharmacy Module for tracking and ordering. Outputs must be updated no less than daily.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR includes an Inventory Management Module to track medical supply inventory. • The solution tracks medications dispensed including Name, Manufacturer, Lot number and Expiration date. • Tracks inventory to manage levels of medical equipment and supplies and allow tracking of items to alternate locations. • Ability to track inventory supplies by program to enable allocation to several clinic sites. • Ablity to track receipt of emergency supplies and distribution to multiple clinic locations.
Infection Control Module	Module must provide infection control surveillance, documentation and reporting. Must porovide stewardship tools for antimicrobial usage, antibiogram, days of therapy and medication use optimization.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR is designed to provide healthcare professionals with essential tools and resources to effectively monitor, track, and report infections. DrCloudEHR not only helps improve the overall quality of patient care but also increases efficiency and streamlines processes within hospitals, clinics, and other medical facilities. This includes features such as an Infection Control Log, which allows documenting all infection control activities in a standardized format. By keeping this log up-to-date, healthcare facilities can easily identify trends and patterns related to infections, enabling them to take proactive measures to prevent future outbreaks. One of the key components of DrCloudEHR is syndromic surveillance. This feature uses data from patient visits and laboratory results to identify potential outbreaks or clusters of infections in real time. By detecting these early warning signs, healthcare providers can quickly implement infection control measures to contain the spread of diseases. The solution offers healthcare professionals the required tools to monitor and improve their prescribing practices, ensuring that patients receive appropriate medications at proper doses. By optimizing medication use, healthcare facilities can reduce adverse drug events and improve patient outcomes.

Clinical and Anatomic Pathology Module	Module must support laboratory workflows combining all aspects of laboratory operations.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR integrates a Gold-Certified Lab interface for Quest (orders and receives results) and can place orders electronically to LabCorp and Cordant. We also support Quest, LabCorp, Sterling Labs, Millennium Health, Westox, Clinical Science Labs, Cytocheck, and Redwood Toxicology to receive results. DrCloudEHR can generate orders/lab requests based on the uploaded compendium and match the results to the client. The results are then incorporated and made available in the client chart along with any reports/documents received from the lab partner. Authorized staff and physicians can review the lab results and sign them electronically. We can integrate with any additional Labs as required by the State during implementation.
Radiology Module	Module must support scheduling ,documentation, results communication, tracking and statistical reporting for radiology departments.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR has the ability to integrate with various Picture Archiving and Communication Systems (PACS)/ Radiology Information Systems (RIS) to store, manage, and distribute information related to radiological examinations. It incorporates multiple features such as scheduling, documentation, results communication, tracking, and statistical reporting, enabling healthcare professionals to easily document patient information, including medical history, medications, allergies, and previous imaging results. Additionally, integrating with PACS/RIS systems enables the tracking of patient exams, procedures, and results and the seamless sharing of information between different healthcare departments. We can integrate with any PACS/RIS systems as required by the State during implementation.
Ophthalmology Module	Module must support charting, treatment planning, prescription writing and documentaion for eye related care.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR includes various features that enable ophthalmologists to accurately document, plan, and manage treatment for all types of eye-related conditions. DrCloudEHR allows for the recording of patient information such as vision test results, eye exam findings, and diagnosis. Additionally, it allows for easy input of notes and other relevant information, as well as the ability to generate reports for monitoring progress and ensuring proper billing. We currently do not support electronic prescriptions for glasses or other eye-related

				treatments, but will have this functionality available during implementation.
Dentistry Module	Module must include dental charting, treatment planning, care documtation and risk assessement.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR is integrated with OpenDental, a comprehensive, highly configurable dental practice management software designed for dental professionals. It provides a wide range of features and tools to help streamline administrative tasks, enhance patient care, and improve overall efficiency. The software is intuitive and easy to navigate, making it accessible for both novice and experienced users. This means that State dental professionals can quickly adapt to using the software without much training, allowing them to focus on providing quality care for their patients. In addition to its user-friendly interface, it also offers a variety of configurable options and settings. This allows dental practices to tailor the software according to their specific needs and preferences. Whether it's setting up appointment reminders, creating treatment plans, or managing insurance claims, the software can be personalized to fit the unique needs of any dental practice.
Nurse Module	Module must provide tools to suport nursing through triage, providing access to patient records and clinical protocols.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR provides nurses with the necessary resources to provide efficient and effective patient care. It provides triaging to quickly assess and prioritize patients based on their severity to efficiently allocate resources and provide timely care to those who need it most. One of the key features of DrCloudEHR is its ability to provide nurses with instant access to patient records. This includes medical history, current medications, allergies, and any other relevant information that can aid in the triage process. Having this information readily available allows nurses to make informed decisions about a patient's condition and provide appropriate care. In addition, DrCloudEHR also provides access to clinical protocols. These are evidence-based

Behavior Health Module	Module must offer tools for mental health and substance abuse treatment facilities. Includes inpatent, outatient and residential levels of care. Must provide the ability for group therapy documentation and activity based cost tracking.	Clinic al	Option al (50 pts)	guidelines that outline the appropriate steps to take in a given situation. By having these protocols easily accessible, nurses can quickly reference them during triage and ensure they are following the best practices for each patient's specific needs.
				Yes. DrCloudEHR is a HIPAA-compliant solution expanded specifically to meet the needs of behavioral health providers. It includes features and functionality specific to behavioral health, such as assessment tools, treatment plans, and progress notes, and provides easy, intuitive, and immediate access to patient information. We understand that treatment requires a comprehensive, multi-disciplinary, and evidence-based approach, and we know that an EHR must support this practice.
				DrCloudEHR is successfully implemented and deployed at various behavioral health (inpatient, outpatient, and residential) facilities nationwide with mental health, substance abuse and integrated care programs and services. DrCloudEHR is deployed at multiple facilities in Washington providing comprehensive state-certified chemical dependency treatment, chronic substance use disorder withdrawal management services, adult recovery housing, and prevention services for adults, children and families.
				As part of our implementation process, EnSoftek configures DrCloudEHR to meet the unique needs of behavioral health including; setting up multiple group therapy sessions, assessments reviews, managing treatment plans and problem lists, individual and family counseling, documenting daily client activity, tracking voluntary job training participation and coordinate care with outside medical and mental health providers.

Rehabilitation Module	Module must provide tools supporting rehabilitation and therapy workflows for inpatient, outpatient and acute care settings. Must provide tracking and monitoring of therapy sessions, length of stay, discharge planning and reporting on outcomes.	Clinical	Optional (50 pts)	**Yes.** DrCloudEHR is a vital tool for supporting rehabilitation and therapy workflows in various healthcare settings, including inpatient, outpatient, and acute care. DrCloudEHR connects your continuum of care by integrating assessments, treatment plans, service notes, surveys, and revisions. Multiple tools are available to healthcare providers in one central system to edit, manage, monitor, and report on the delivery of comprehensive services for patients. Staff from multiple programs can collaborate on service delivery and ensure authorized documentation is completed as required. It is designed to facilitate the tracking and monitoring therapy sessions, length of stay, discharge planning, and reporting on outcomes. DrCloudEHR is equipped with various features that provide comprehensive and effective rehabilitation care. These include: • Therapy Session Tracking: It allows healthcare professionals to document and track therapy sessions, including details such as type of therapy, duration, and progress made. • Length of Stay Monitoring: Therapists can monitor the length of time a patient spends in rehabilitation to ensure they receive adequate treatment. • Discharge Planning: Planning and coordinating discharge for patients, with options for referral to outpatient therapy or home-based care. • Outcome Reporting: One of the most crucial features is its ability to generate reports on patient outcomes. This allows healthcare providers to evaluate the effectiveness of rehabilitation interventions and make necessary adjustments.
Long Term Care	Module must provide assistance in completion and submission of MDS assessemnts. Must enable real time medication	Clinical	Optional (50 pts)	**Yes.** While, DrCloudEHR provides medication adjudication, tracking therapy and integration with hospital billing systems. It currently does not provide assistance in completion and submission of MDS assessemnts. DrCloudEHR has the ability and can be customized to meet this requirement during implementation.

	adjudication, tracking therapy and integration with hospital billing systems.			
Home and Hospice Module	Module must support patient care cycle from referral to collection of final claims while meeting regulatory requirements for certified home health care and hospice care. Module should provide in home care tools for providers working in limited or zero connectivity environments	Clinic al	Option al (50 pts)	**Yes.** DrCloudEHR supports certified home health and hospice care by providing quick access to patient's medical history, medications, allergies, and other vital information. This allows providers to have a comprehensive understanding of the patient's health status and provide appropriate care. This is especially important for certified home health care services as patients often receive care from multiple providers, including primary care physicians, specialists, and home health agencies. DrCloudEHR enable these providers to access and share information in real-time, ensuring coordinated and seamless care for the patient. With DrCloudEHR, providers can easily document their interactions with patients, including referrals, assessments, treatments, and progress notes. This helps to ensure accurate and up-to-date records are maintained for each patient. DrCloudEHR also aids in the monitoring and management of chronic conditions, which are prevalent among home health care patients. Furthermore, DrCloudEHR is integrated with other technologies, such as telehealth, to further support certified home health care. Through DrCloudEHR Telehealth, patients can receive virtual visits and consultations from their home health providers, reducing the need for in-person appointments and improving access to care. DrCloudEHR also includes a powerful Applied Behavioral Analysis (ABA) module to help caregivers in providing effective analysis of behavior. By carefully tracking data, DrCloudEHR provides valuable insights into how people interact with each other, their environment, and the world around them.

				More impressively, for staff providing services in limited or zero connectivity environments, we have a fully functional DrCloudEHR | UNPLUGGED version for field staff. Staff can access the system on pre-configured laptops just like how they would access it when connected to the internet. All Golden Thread rules configured during setup are enabled even in UNPLUGGED mode to ensure your configured compliance requirements are met.
Secure Chat Module	Module must support instant text messaging between all staff at their workstation, smartphones and tablets. Must support real time push notifications, read reciepts, image messaging, group messaging, and voice messaging.	Clinic al	Require d	**Yes.** DrCloudEHR provides secure communication between staff using the Inbox/Activity Center. The workflows are designed for staff collaboration, coordination, and caregiving. The inbox is the main activity center for staff to view and manage caseloads, where they send messages (image/group/voice), and share patient records, tasks reminders, upcoming appointments, and incomplete notes/paperwork. Tasks/reminders may be assigned by other staff or when an event occurs or based on the GoldenThread.

Data Analytics Module(s)	Modules must support extration and display of data from the EHR system . Displays must be visualized in easy to read dashboards, with data extractable for quality, regulatory and financial performance indicators. Module must support benchmarking metrics, trends in intake and care and allow physicians to search for similar cases.	Clinic al	Require d	**Yes.** Along with the built-in Custom Reports Generator, DrCloudEHR also offers an interface to Microsoft Power Business Intelligence (BI) for data analytics. DrCloudEHR Foresight (Analytics) is designed to support a variety of data warehousing needs. It works with DrCloudEHR's existing reporting suite and adds a library of interactive, graphical statistics/ analytics reports and capabilities that allow you to gain deeper insights from your practice data including Revenue Cycle financial reports. Powered by the Microsoft Power BI tools, Foresight securely refreshes your practice data daily to dashboards and reports for up-to-date, actionable statistics/analytics. All reports are interactive, meaning the data display updates depending on the visual element you select. Most reports also include filters you can use to choose the data to display.
Cognitive Computing Module	Cognitive computing module must enable usage of custom predictive modules for the EHR/ Predictive models must be able to integrate with decision support systems in real time with up to date patient information to provide actionable outputs.	Clinic al	Option al (50 pts)	**Yes.** DrCloudEHR is integrated with the Greenspace (measurement-based care) platform, empowering clients, clinicians, and organizations with the actionable data and insights they need to increase client engagement, collaborate on care decisions, and improve outcomes. DrCloudEHR provides: • Improved Data Accuracy and Accessibility: Utilizes standardized measurement tools to collect and track patient health information, which is automatically synced with DrCloudEHR. • Enhanced Care Coordination: Real-time data sharing, allowing all members of a patient's care team to access the same information simultaneously. This promotes collaboration and improves communication between different healthcare providers, leading to more coordinated and effective care. • Personalized Treatment Plans: Evidence-based measurement tools to track patient

				progress over time and identify any gaps in care. DrCloudEHR helps providers develop personalized treatment plans based on a patient's specific needs and progress. • Streamlined Workflows: The integration provides streamlined workflows by automating processes such as data entry, result reporting, and care plan updates. This saves time and reduces the administrative burden on staff, allowing them to focus on providing high-quality care to patients. • Data-Driven Decision Making: Integrated with Greenspace, DrCloudEHR provides access to real-time data and analytics. This allows for more informed decision-making when it comes to patient care. Providers can easily track patient progress, identify any areas for improvement, and adjust treatment plans accordingly.
Population Management Module	Module must meet ACA requirements for Acocountable Care Organizations through reports, dashboards and workflow tools to manage patient populations in and out of ACO's. Module must support care coordination with patient populations to address social determinants of health, provide caregivers access to support networks and connect peple with community services and	Clinic al	Option al (50 pts)	**Yes.** DrCloudEHR plays a crucial role in measuring outcomes for Accountable Care Organizations (ACOs). It provides ACOs with necessary tools such as reports, dashboards, and workflows to manage patient populations effectively. With advanced reporting capabilities, DrCloudEHR enables ACOs to track and analyze the effectiveness of their care coordination efforts and make necessary adjustments for continuous improvement. One of the key functions of DrCloudEHR is to support care coordination within patient populations. This includes addressing social determinants of health, providing caregivers access to support networks, and connecting patients with services. By utilizing DrCloudEHR, ACOs can better identify and address the underlying factors that affect a patient's health and well-being. Additionally, DrCloudEHR provides enhanced interoperability between entities and other partners for improved care coordination and sharing of patient information. It offers a comprehensive interoperable (meets the 21st Century Cures Act guidelines and supports HL7, FHIR, send/receive CCD/CCDA data) solution

	measure outcomes			that tackles healthcare and social determinants of health.
Customer Relationship Management Module	Module must proactively monitor patient sentiment and analyze real-time feedback, custimize patient outreach matierials, leverage external systems to merge data from multiple sources, automate tedious processes to save time and increase value for patients. Must Leverage integrations with external systems to merge data from multiple sources and store it in a centralized place.	Clinic al	Option al (50 pts)	**Yes.** DrCloudEHR is integrated with Salesforce Customer Relationship Management (CRM). Salesforce provides features such as forecasting, marketing automation, and customer service management, making it an essential tool for any organization looking to improve customer engagement and outreach. DrCloudEHR provides the following benefits by integrating with Salesforce: • Efficient patient information management: providers can easily access and update patient information in real time. This eliminates the need for manual data entry and reduces the risk of errors or missing information. • Streamlined communication: providers can share patient information seamlessly with other departments. This improves coordination and communication, leading to better patient care. • Improved efficiency and productivity: automate appointment scheduling, patient follow-ups, and billing processes. This frees up time for healthcare professionals to focus on providing quality care to their patients. • Enhanced data analytics: gain valuable insights into patient data and trends. This information can be used to identify areas for improvement, make informed decisions, and provide personalized care to patients. • Better patient experience: By having a complete view of a patient's medical history and interactions, providers can deliver more personalized and efficient care. This can lead to

				higher patient satisfaction rates and better outcomes.
Value based Care Module	Must support quality measure performance for patients under value based care agreements. Requires certified measures to match NCQA specifications.	Clinic al	Option al (50 pts)	**Yes.** DrCloudEHR is a MU Stage 3 Cures Update Certified EHR and meets 9 CQM certified measures which meet MIPS measures that match NCQA specifications and also meets G1/G2 measures to promoting interoperability requirements for MIPS. It includes the reports required for MU certification and provides the ability to generate a variety of reports based on NCQA performance measures.
Patient Kiosk Module	Module must support stand alone patient kiosks with touch screen interaction to perform tasks such as checking in, answering questionaires, signing forms, printing maps. Must include registration and billing integrations to allow patients to make payments and update registration information at kiosks. Must support for	Clinic al	Option al (50 pts)	**Yes.** DrCloudEHR offers a convenient browser-based solution that has been extensively tested by our engineering team to ensure seamless formatting and loading on Kiosks. When clients arrive, they can easily self-check-in using our system, which can also be configured to send alerts to the necessary staff. Our system allows clients to update their personal information, complete surveys, submit questionnaires, and sign and print forms as needed. For added convenience, our patient kiosk is integrated with Global Payments Integrated and offers online access for viewing and paying open invoices using secure credit or debit card payment processing functions.

	multiple languages and vision or hearing imparements			
Patient Portal Module	Must provide a web based scheduling, medical records, clinical results, provider secure messaging, and pharmacy integration portal for patients. Must support access through PC, Mac, smartphone or tablet in multiple language and support vision or hearing impaired patients.	Clinic al	Require d	**Yes.** DrCloudEHR has a patient portal integrated into its solution, it supports access through various desktop and mobile operating systems and support vision or hearing impaired patients. This portal allows patients to log into the system securely, register, schedule appointments, fill out required forms, review lab reports, sign consent forms electronically, and download CCR/CCD reports. Integrated with Global Payments Integrated, the patient portal provides the online ability to not just view but to pay for open invoices using secured credit or debit card payment processing functions. We also support access to patient records by patient-authorized representatives. Clients can search for appointments and book them if there is availability. DrCloudEHR Patient Portal functionality includes: • Complete pre-admission and ongoing data processing. • Provide secure access to the patient and the patient's authorized representatives. • Patients can request appointments, consults, and wellness visits. • Collect Credit/Debit Card payments. • Share (2-way) information between your agency and the patient and the patient's family. • Schedule appointments and consults. • Review lab results and download reports.

PRICES FOR GOODS/SERVICES

*Section 1: Implementation Fees (6-month Implementation followed by 2-month Training and Go-Live)		
	Component Pricing Rate Exhibit B-1 <u>Mandatory</u> Requirements	**Total Pricing for the Scenario and Exhibit B-1 <u>Mandatory</u> Requirements**

DrCloudEHR v2024 AS-IS Solution Implementation
• Project Planning and Requirements/Gap Analysis.
• DrCloudEHR v2024 AS-IS Installation/Set-Up/Configuration to include:
    o Agency demographics including facilities/programs, locations, encounter / service codes, and user management modules.
    o Admissions, prior authorizations management, scheduling modules.
    o DrCloudEHR v2024 forms library and reports for clinical documentation.
    o Golden Thread - Quality management system.
    o Modules
      - Scheduling Module.
      - Admission, Discharge, and Transfer Module.
      - Medical Records Transmission Module.
      - Payment and Billing Module.
      - Chart Tracking Module.
      - Secure Chat Module.
      - Data Analytics Module.
      - Patient Portal Module.
• Standard data migration to include client data from templates into DrCloudEHR. (Customer is responsible for providing the data in the specified template format to import.)
• Billing/claims processing and management, billing rules manager, payors (self-pay, Medicaid, Medicare, 1 commercial).
• Deployment and post-go-live support.
	DrCloudEHR AS-IS v2024 Solution One-Time Implementation Fees	$169,999

Data Migration	$10,000	$10,000	
Training (Super Users - Train-the-trainer Model) (10 business days)	$20,000	$20,000	
	Total One-Time Implementation Fees	**$199,999**	

*Section 2: Annual Subscription Fees for Exhibit B-1 Mandatory Requirements					
EnSoftek is providing a <u>30% Discount</u> on its GSA MAS Contract "DrCloudEHR <u>Enterprise</u> and <u>Professional</u> User Subscription" pricing for the State.					
State User Roles	**DrCloudEHR User Subscription Roles**	**Number of Users**	**GSA MSA Contract Pricing**	**Discounted State User Subscription Fees**	**Annual Subscription Fees**
Medical Provider	DrCloudEHR™ Enterprise	7	$3,463.80	$2,424.66	$16,973
Nurse	DrCloudEHR™ Professional	20	$1,731.84	$1,212.29	$24,246
Medication Administration	DrCloudEHR™ Professional	25	$1,731.84	$1,212.29	$30,307
Medical Assistant	DrCloudEHR™ Base	15	$866.04	$866.04	$12,991
Health Services Administrator	DrCloudEHR™ Base	4	$866.04	$866.04	$3,464
Facility Medical Director	DrCloudEHR™ Enterprise	1	$3,463.80	$2,424.66	$2,425
Custody Officers	DrCloudEHR™ Professional	3	$1,731.84	$1,212.29	$3,637
Patient Navigator (care coordination)	DrCloudEHR™ Base	2	$866.04	$866.04	$1,732
Patient Services Representatives (PSR)	DrCloudEHR™ Base	5	$866.04	$866.04	$4,330
Lab Technicians	DrCloudEHR™ Professional	6	$1,731.84	$1,212.29	$7,274
Informatics	DrCloudEHR™ Professional	5	$1,731.84	$1,212.29	$6,061
Quality (nurses)	DrCloudEHR™ Professional	5	$1,731.84	$1,212.29	$6,061
Information Technology	DrCloudEHR™ Professional	100	$1,731.84	$1,212.29	$121,229
	Total Users	**198**	**Sub-Total**		**$240,730**

Subscription fees have to include all support and maintenance as provided in Services Level Agreement (SLA).	Year 1	Year 2			
DrCloudEHR Hosting Fees on Commercial Cloud	Hosting is included as part of the DrCloudEHR SaaS User Subscription Fees	Hosting is included as part of the DrCloudEHR SaaS User Subscription Fees			
DrCloudEHR SaaS User Subscription Fees for 198 Users (Please refer to detailed DrCloudEHR SaaS User Subscription Pricing below)	$240,730	$252,766.50			
DrCloudEHR Patient Portal (Enterprise Annual Fees)	$10,000.00	$10,500.00			
Total Annual Subscription Fees	**$250,730**	**$263,266.50**			
Beginning in year 2, a 5% or an amount equal to the prior year's increase in the Bureau of Labor Statistics CPI Index, whichever is greater, will be assessed.					

Section 3: Annual Subscription Fees for Optional Modules, Third-Party Add-Ons, and Other Services		
Subscription fees have to include all support and maintenance as provided in Services Level Agreement (SLA).	Year 1	Year 2
DrCloudEHR Unplugged [per user]	$360	$360
DrCloudEHR Telehealth [per user]	$400	$400
DrCloudEHR Document Storage [per 100GB of Storage]	$1,200	$1,200
DrCloudEHR Advanced Report Writer [per user]	2,388	2,388
DrCloudEHR Report Server [Shared Server Environment] Back-end Table Access	$6,912	$6,912
DrCloudEHR Foresight Analytics Module – DrCloudEHR integrates with Apache Superset to provide insights into practice data with new interactive, graphical analytics reports. Additional $300 per user per year for Report/Dashboard builders.	$6,000	$6,000

DrCloudEHR Referral Module [website-based referral data submission]	$720	$720
DrCloudEHR General Ledger (GL) Interface	$1,188	$1,188
DrCloudEHR Clearinghouse Interface	$588	$588
DrFirst Rcopia (ePrescribing) includes EPCS and PDMP reporting: [per provider]	$1,080	$1,080
DrFirst Rcopia (ePrescribing) Basic: [per provider]	$900	$900
EMR Direct Trust Mailbox - Minimum recommended 1 per facility: [1 mailbox]	$360	$360
Integrated ChartMeds eMAR Solution [Per Administered Bed]	$150	$150
Lab Interface [2-way]	$948	$948
Televox: Appointment Reminder Services [Additional: $1000 One-time Deployment; 1Million Transactions: $0.08 per transaction]	$1,200	$1,200
InterFax.Net Faxing (Per Local Fax Line, up to 100 pages per month [Annual Fee]	$264	$264
Dragon Dictation [per user]	$1,250	$1,250
Credit Card Processing Integration with Global Payments Integrated [Requires separate agreement with Global Payment Integrated]	Set-up Waived	Set-up Waived
Scriptel Signature Pads [per device]	$309 + freight	$309 + freight
Additional cost for Architecture and Design: for development and/or recommendations surrounding system architecture and design. Architecture includes virtual, physical, and process components	$150/Hour	$150/Hour
Additional cost for integration layer: to support integration between the Core/Enterprise EHR solution and any non-core components, such as third-party modules	$150/Hour	$150/Hour

Exhibit C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Contract.

    e. CYBER RISK LIABILITY INSURANCE. Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are $4,000,000 per claim/$8,000,000 annual aggregate.

    The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's

Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services, and shall be sent to the email address set forth below:

> Email: DEScontractsteamcypress@des.wa.gov
>
> *Note*: For Email notice, the Email Subject line must state:
> **Contract Insurance Certificate – Statewide Contract No. 23023 –**
> **EHR Solutions**

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services.

Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

1.1 "Service Level" The measurements upon which the quality of Web Services is measured.

1.2 "Basic Service Level" Any Service Level outlined in this Agreement or an applicable Order that is not a Critical Service Level.

1.3 "Critical Service Level" Any Service Level that is described as "critical" in this Agreement or an applicable Order.

1.4 "Uptime" Measure the time the Web Services are working and available.

1.5 "Downtime" Any period where the Web Services are not available to the end users, regardless of the reason.

1.6 "Exempt Downtime" Downtime where the parties have previously agreed upon the time and duration of such Downtime. Only Downtime occurring during the such previously agreed period shall be deemed to be Exempt Downtime. Exempt downtime will include unscheduled internet outages.

1.7

"Unscheduled Downtime" All Downtime that is not Exempt Downtime.

1.8 "Active User" All users are considered active and billable unless marked as Inactive in the DrCloudEHR User Management Console.

2. PROCEDURES

The establishment of Service Levels will be accomplished as follows:

2.1 Commencement. Service Levels are established as provided herein and will be measured starting on the "go live" date for the Web Services. Service Level reporting will be put into effect starting on the "go live" date for the Web Services.

2.2 Service Level Changes. The Parties may agree to add, delete or modify Service Levels. All such changes must be mutually agreed to in writing. Should new technology or improved measurement capabilities be deployed by EnSoftek that impact the Service Level reports, EnSoftek and Customer will agree upon a new measurement process and amend this Exhibit as appropriate. Should EnSoftek and Customer agree to implement a new reporting mechanism, EnSoftek and Customer will establish new Service Levels to be aligned with the new reporting mechanism.

2.3 Downtime Incident Reporting. Upon receipt of a written request from Customer for a prior calendar month requesting information regarding a specific instance of Downtime, EnSoftek will provide Customer with a related incident report from which Customer may determine any Downtime.

2.4 Excused Failures. Failure to meet Service Levels will not be deemed to be a failure by ENSOFTEK if one of the following conditions exist: (i) the failure is mutually agreed not to be the fault of

ENSOFTEK; (ii) the failure of Customer to carry out relevant obligations causing the failure; (iii) failure of equipment not provided by or maintained by EnSoftek; or (iv) Force Majeure Events.

3. SERVICE LEVEL METRICS. In addition to any Service Levels described in detail in the Order, and unless these Service Levels are expressly modified in the Order, the following Service Levels are deemed to be default metrics and will apply to the Agreement.

3.1

Uptime. The Uptime for the Web Services shall be up at 99% of the time, excluding Exempt Downtime, as calculated for each calendar month.

3.2

Backups. EnSoftek uses standard operating procedures to back up all ePHI data and documents on a regularly scheduled basis to prevent data loss. An electronic copy of the data and documents will be provided upon Customer request.

4. SUPPORT LEVEL METRICS

Support Services will be performed by EnSoftek subject to the terms and conditions of the Master Hosted Services Agreement.

4.1 EnSoftek will maintain the then-current version of the DrCloudEHR solution in substantial conformance with its Specifications as amended from time to time by EnSoftek, and with applicable Federal regulatory requirements and laws. EnSoftek will use commercially reasonable efforts to either:

i. Correct any reproducible Problems or Defects in the then current or immediately prior release of the DrCloudEHR solution which prevent it from operating in substantial conformance with the Specifications and applicable Federal regulatory requirements; or

ii. Provide a commercially reasonable alternative that will substantially conform with the Specifications and applicable Federal regulatory requirements and laws.

4.2 Customer will make requests for Support Services by giving EnSoftek written notice specifying a Problem or Defect in the DrCloudEHR solution. In making a verbal request for Support Services, Customer will provide EnSoftek within twenty-four (24) hours after such verbal notice with such written information and documentation as may be reasonably prescribed by EnSoftek.

4.3 On a timely basis EnSoftek will also provide Customer with such updates as are distributed without charge to other similar Customers which reflect modifications and incremental improvements made to the DrCloudEHR solution by EnSoftek;

4.4 EnSoftek will make technical support personnel available from 9:00 a.m. to 5:00 p.m., Customer local time Monday through Friday, exclusive of EnSoftek holidays.

4.5 If a reasonable analysis by EnSoftek indicates that a reported Problem or Defect is caused by a problem related to Hardware used by the other than the DrCloudEHR solution, or the Customer's misuse or modification of the DrCloudEHR solution, EnSoftek's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the DrCloudEHR solution. The Customer will, at EnSoftek's option, pay EnSoftek for the cost of analyzing the reported problem at EnSoftek's then prevailing time-and-materials rate.

4.6 The initial term for the provision of Support Services for the DrCloudEHR solution will coincide with the whole Subscription time the DrCloudEHR solution is made available to the Customer

provided that the Customer is current on all outstanding invoices per the terms and conditions outlined in the Master Hosted Services Agreement.

4.7 Absent a bona fide dispute, if Customer fails to pay for Hosted Subscription Services when due, EnSoftek may refuse to provide Support Services until Customer makes payment of all Charges due.

4.8 All reported support service requests will be acknowledged within 8 business hours of receipt.

4.9 If an analysis by EnSoftek indicates that a reported problem is caused by a reproducible Problem or Defect, EnSoftek will use commercially reasonable efforts to provide Support Services per the following prioritization of reported problems:

Priority	Definition
1 - Critical	Priority 1: will be assigned when the DrCloudEHR solution or a material DrCloudEHR solution component is non-operational as a result of a defect [in a Production environment only] such as: • The Production system cannot be accessed or utilized in any capacity • A direct patient safety issue is present • A DrCloudEHR solution defect. Best efforts will be made to correct Priority 1 problems or to provide a plan for such correction, within two (2) business days. Customer's Commitment: • This case Priority must be submitted directly to the EnSoftek Support department. • Customer provides the specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 2.
2 – High	Priority 2: will be assigned to Production defects that result in functions that have a significant negative impact on daily operations. A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems or to provide a plan for such correction, within four (4) business days. Customer's Commitment: • Customer provides the specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 3.
3 – Medium	Priority 3: will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of

	function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems or to provide a plan for such correction, within ten (10) business days.
	Cutomer's Commitment:
	• Customer provides the specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 4.
4 – Low	Priority 4: will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system setup/configuration, training, functionality questions, documentation, portal access, and upgrade/change requests. Commercially reasonable efforts will be made to address Priority 4 issues or to provide a plan for such correction, within fifteen (15) business days except for upgrade/change requests. For upgrade/change requests, the customer will be sent a change request form in a reasonable time frame. Such requests will be added to the Engineering pipeline for implementation once EnSoftek receives the signed form from the customer.
	Customer's Commiment:
	• Customer provides the specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be closed following our Case Closure Notification policy.

5. TERMINATION OPTION FOR CHRONIC PROBLEMS. Either party may terminate this Agreement without liability or penalty by notifying the other party within ten (10) days following the occurrence of either of the following: (i) Customer experiences more than five (5) Unscheduled Downtime periods in any three (3) consecutive calendar month period; or (ii) Customer experiences more than eight (8) consecutive business hours of Unscheduled Downtime due to any single event. Such termination will be effective immediately after receipt of such notice by the terminating party.

6. SUSPENSION. If EnSoftek is materially hampered in fully performing hereunder for any reason outside of EnSoftek's reasonable control including without limitation any Force Majeure Event (all of which events are herein called "Disability") Customer may suspend use of the Web Services and its obligations to make subscription fee payments to EnSoftek during the period of such Disability.