

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

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Master Agreement #: AR3110

Contractor: **WELLSKY CORPORATION**

Participating Entity: **STATE OF OKLAHOMA**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by the Oklahoma Department of Human Services.
2. Participation: This NASPO ValuePoint Master Agreement may be used by the Oklahoma Department of Human Services (OKDHS), who is authorized to use statewide contracts in the State of Oklahoma. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by OKDHS are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Vince Vecchiarelli
Address:	11300 Switzer Road, Overland Park, KS 66210
Telephone:	913-307-1162
Fax:	913-871-9571
Email:	vince.vecchiarelli.com

**Participating Entity**

Name:	Oklahoma Department of Human Services
Address:	2400 N. Lincoln Blvd.
Telephone:	405-522-1147
Fax:	
Email:	Contracts.purchasing@okdhs.org

**CLOUD SOLUTIONS 2016-2026**

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**5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions: See attached:

Attachment A – The State of Oklahoma Specific Terms and Conditions;

Attachment B – The State of Oklahoma Hosting Agreement;

Attachment C – WellSky Master License and Services Agreement including exhibits;

Attachment D – Online Self-Assessment Proposal;

Attachment E – Ombudsman License Invoice;

Attachment F – OAA FY 21 Quote;

Attachment G – SOW for Development of 10 Custom Reports;

Attachment H – SOW for 10 hours of Monthly Report Development Assistance;

Attachment I – SOW for Advanced Reporting Module Training and Consultation;

Attachment J – SOW for Aging Services ELDERS Replacement.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oklahoma, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**PARTICIPATING ADDENDUM****CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Office of Management & Enterprise Services, State of Oklahoma	Contractor: Wellsky Corporation
Signature: 	Signature:  <small>Stephen Greenberg (Sep 30, 2020 16:10 EDT)</small>
Name: D. Jerry Moore	Name: Stephen Greenberg
Title: Chief Information Officer	Title: SVP
Date: Sep 30, 2020	Date: Sep 30, 2020

The parties recognize that while the State of Oklahoma is executing this contract, payment obligations rest solely with the Oklahoma Department of Human Services and the Office of Management and Enterprise Services shall not be responsible for such. Please send invoices and billing inquiries to:

Oklahoma Department of Human Services  
Attn: Accounts Payable  
Sequoyah Memorial Office Building  
P.O. Box 25353  
Oklahoma City, OK 73152-0352

Supplier shall invoice agency only for the hours and/or deliverables accepted by the Office of Management and Enterprise Services.

The Oklahoma Department of Human Services is additionally executing this Agreement to memorialize its involvement in negotiation of and its agreement with the terms of this Agreement.

**PARTICIPATING ADDENDUM**

**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



Participating Entity:
Oklahoma Department of Human Services
Signature:
<i>Lindsey Kanaly</i>
Name:
Lindsey Kanaly
Title:
Deputy Director and Finance Counsel
Date:
Sep 30, 2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

***Please email fully executed PDF copy of this document  
to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting  
in appropriate data bases.***

Attachment A

## Oklahoma Specific Terms and Conditions

Any and all licensing, maintenance, or order-specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, and to the extent the terms are not in conflict with applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

**1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:**

**A. Acquisition**

The term (“Acquisition”) means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

**B. Contract Document**

The term (“Contract Document”) means this Agreement, any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any Addendum to any of the foregoing.

**C. Purchasing Entity**

The term (“Purchasing Entity”) shall include the State of Oklahoma (the “State”) and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

**D. Destination**

The term (“Destination”) means delivered to the receiving dock or other point specified in the applicable Contract Document.

**E. Indemnified Parties**

The term (“Indemnified Parties”) means the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees.

**F. Subcontractor**

The term (“subcontractor”) means any third party contracted by Contractor to perform services solely to the State on behalf of Contractor. For the avoidance of doubt, a data center shall not be deemed a subcontractor.

**G. Other Defined Terms.** The parties agree that terms not defined herein shall have the same meaning as defined in the Master License and Services Agreement attached as Exhibit C to the Participating Addendum.

**2. Limitation of Authority**

With respect to procurement transactions for Customers, Vendor shall have no authority to act for or on behalf of Customers or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

**3. Administrative Fees**

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. “Contract Usage Report” shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods

## Oklahoma Specific Terms and Conditions

- a. January 01 through March 31, due April 30
- b. April 01 through June 30, due July 31
- c. July 01 through September 30, due October 31
- d. October 01 through December 31, due January 31

All Contact Usage Reports shall be delivered to:

E-mail: [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:  
Office of Management and Enterprise Services  
Attention: Accounts Receivable  
5005 N. Lincoln Boulevard, Suite 200  
Oklahoma City, OK 73105

#### **4. Pricing**

## Oklahoma Specific Terms and Conditions

- A. Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Customer.
- B. Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.
- C. The price to the Customer under the Participating Addendum shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free on Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

### **5. Invoices and Payment**

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

### **6. Termination for Non-appropriation**

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. In the event of such insufficiency, Participating State



## Oklahoma Specific Terms and Conditions

shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

### 7. Notices

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

**If sent to the State of Oklahoma:**

D. Jerry Moore  
Chief Information Officer  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

**With a copy to:**

OMES-IS Deputy General Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

### 8. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

### 9. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Agreement, the State does not waive the doctrine of sovereign immunity

and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

**10. Conflict of Interest**

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

**11. Force Majeure**

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Purchasing Entity may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Purchasing Entity, provided that termination under this Section 11 shall not be deemed termination for cause.

**12. Invalid Term or Condition**

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not

waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

**13. Audits and Records Clause**

- A.** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other related financial data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to examine and audit all records relevant to the execution and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.
- B.** The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**14. Compliance with Applicable Laws**

- A.** As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, and orders, as amended, including but not limited to the following:

  - i.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
  - ii.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - iii.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

## Oklahoma Specific Terms and Conditions

- iv. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - v. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
  - vi. Obtaining certified independent audits conducted in accordance with generally accepted accounting principles (GAAP);
  - vii. Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify); and
  - viii. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- B.** The Vendor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- C.** As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

### **15. Employment Relationship**

The Addendum does not create an employment relationship. Individuals performing Services required by the Addendum are not employees of the Purchasing Entity. The Vendor's employees shall not be considered employees of the Purchasing Entity for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

### **16. Publicity**

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the Purchasing Entity, the Products or the Services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of the Purchasing Entity is mentioned, or language used from which the connection of the Purchasing Entity therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

**17. Open Records Act**

Vendor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

**18. Confidentiality**

- A.** The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the substantially similar obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- B.** No State data or records shall be provided, or the contents thereof, disclosed to a third party except to approved subcontractors as necessary under the Addendum

unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**19. Assignment and Permitted Subcontractors**

- A.** Vendor's obligations under the Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion; provided, however, Vendor may assign this Addendum as set forth in the Assignment provision in the Master License and Services Agreement set forth in Exhibit C of the Participating Addendum. Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.
- B.** If the Vendor is permitted to utilize subcontractors in support of the Addendum, the Vendor shall remain solely responsible for its obligations under the terms of the Addendum and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide written assurance that the written agreement executed by the Vendor and subcontractor sets forth that such subcontractor is bound by and agrees to perform, as applicable, substantially similar covenants and be subject to substantially similar conditions, and make certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement and providing such written assurance with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State

## Oklahoma Specific Terms and Conditions

of Oklahoma further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- C. All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.

### **20. Failure to Enforce**

Failure by either party, as applicable, at any time to enforce a provision of, or exercise a right under, the Addendum shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the either party to enforce any provision of, or exercise any right under, the Addendum at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Addendum.

### **21. Mutual Responsibilities of the Parties**

- A. Neither the State nor the Vendor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Vendor each grant the other only the licenses and rights specified in the Addendum and all other rights and interests are expressly reserved.
- D. The State and Vendor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Addendum subject to Vendor's then-current rates for any transition services unless otherwise agreed upon by the parties.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either Customer, the State or the Vendor is required under the Addendum, such action shall not be unreasonably delayed or withheld.

**22. Indemnification****A. Acts or Omissions**

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for third-party actions, claims, demands and suits (“Third Party Claims”) arising out of, or resulting from (a) bodily injury to or death of any person, or (b) damage to, loss or destruction of any real or tangible personal property brought against any of the Indemnified Parties, in each event to the extent such Third Party Claim results from any negligent, illegal, or willful misconduct of the Vendor or its agents, employees, or subcontractors at the State’s site; provided that for the avoidance of doubt such indemnity shall not apply as it relates to the design or functionality of the Services or Licensed Software.

**B. Vendor Indemnity.**

Vendor shall defend, indemnify, and hold Indemnified Parties, as applicable, harmless from and against any Third-Party Claims and associated costs and expenses (including reasonable attorneys’ fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third-party. If Indemnified Parties’ use of the Licensed Software or Cloud Services is finally enjoined, Vendor shall, at its sole option and expense, and as Indemnified Parties sole and exclusive remedy, either: (a) secure for Client the right to continue to use the Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Indemnified Parties, as applicable, a pro rata portion of the perpetual Licensed Software license fees amortized over a five (5) year straight line depreciated basis and/or any prepaid amounts for subscription Licensed Software and/or Cloud Services not yet performed. Vendor’s indemnification obligations shall not apply if the Third-Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Client or third parties; (ii) use of the Licensed Software or Cloud Services with non-Vendor software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or not in conformance with the Documentation; or (iv) use of anything other than the most current release of the



Licensed Software, if the infringement could be avoided by use of the current release.

### **C. Client Indemnity.**

To the extent permitted by law, Customer shall defend, indemnify, and hold Vendor and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts, and Cloud Services, or any claim by any party receiving services from Customer in connection with the Licensed Software or Cloud Services.

### **D. Indemnification Procedures.**

To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby, and; (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. Notwithstanding the foregoing and in the event of Vendor's indemnification, Vendor agrees to coordinate in good faith with the Office of the Attorney General when Oklahoma State Agencies are named defendants in any lawsuit. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

## **23. Miscellaneous**

### **A. Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the

remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

**B. Section Headings**

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

**C. Sovereign Immunity**

Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

**D. Survival**

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations invoiced prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the contract.

**E. Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

**F. Compliance and Electronic and Information Technology Accessibility**

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at [http://www.ok.gov/cio/documents/isd\\_itas.pdf](http://www.ok.gov/cio/documents/isd_itas.pdf), and shall provide a Voluntary Product Accessibility Template (“VPAT”) describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or

customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

**G. Offshore Services**

Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.



## **HOSTING AGREEMENT**

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of the Oklahoma Department of Human Services’ adoption of NASPO Master Agreement AR3110 (the “Contract”) and entered into between WellSky Corporation (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

### **I. Definitions**

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract that is submitted and processed into the Licensed Software or Cloud Services, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean data that is not subject to distribution to the public as public information and is submitted and processed outside of the Licensed Software or Cloud Services via email or other means and that is designated in writing by Customer as confidential information. It is deemed to be sensitive and confidential by Customer because it may contain information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Vendor; and (ii) immaterial incidents that occur on a routine basis, such as general

“pinging” or “denial of service” attacks, that do not result in the system being taken offline. Notwithstanding the foregoing and upon reasonable request from Customer, Vendor will provide a report of material information set forth in sections (i) and (ii) of this Section I (e) comprising a period not to exceed thirty (30) days preceding the date of the request.

## **II. Customer Data**

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Customer Data shall be deemed to be Customer’s confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Unless otherwise prohibited by law or court order, Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer’s use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer’s prior approval, which shall not be unreasonably withheld, of Vendor’s proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts in compliance with industry standards to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct in violation of industry standards as set forth herein. If Customer Data is lost or damaged for reasons other than as a result of Vendor’s negligence or willful misconduct, Vendor, at the Customer’s expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

## **III. Data Security**

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain reasonable and appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.
- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure and Customer maintains such IT infrastructure in accordance with industry standards, Vendor is responsible for actual costs incurred by Customer for Customer to remediate the virus, provided, however, Vendor shall have no obligation for a breach of the warranty under this Section III(c) or for costs associated with Customer's remediation of viruses set forth herein if Customer fails to use commercially reasonable efforts designed to prevent the intrusion of any virus.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Upon reasonable request and in a time and manner agreed upon by the parties, Vendor shall allow the Customer to audit its books, records, and privacy policies to

verify conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

- f. Vendor shall perform or obtain from the data center provider an independent audit of its data centers at least annually at its expense, and provide a redacted version of the data center's audit report upon request pursuant to a non-disclosure agreement to the extent required by the data center provider. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

#### **IV. Security Assessment**

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor has submitted a security assessment and has 30 days to successfully complete and have an AOO issued. Should Vendor not meet the deadline solely as a result of Vendor's acts or omissions, the State may, in its sole discretion, terminate the Contract for convenience. Failure to maintain the State's minimum security standards following the State's notice of such failure and a reasonable opportunity to cure of no less than sixty (60) days during the term of the Contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

#### **V. Security Incident Notification and Responsibilities:** Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries

and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication to the media that would explicitly name Customer.

- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within ten (10) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's reasonable request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

**VI. Data Breach Notification and Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within three (3) days if it confirms that there is or has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data, Vendor, to the extent that it is responsible, shall bear the reasonable costs required by law associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all reasonable and appropriate corrective actions as reasonably determined by Vendor based on root cause. Notwithstanding the foregoing and unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Customer to provide



notification to individuals, regulators, or others required by state law regarding any Data Breach.

- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach subject to the limitation of liability provision in the Contract.

**VII. Notice:** Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

And

Chief Information Security Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

And

OMES Information Services General Counsel  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk  
405-521-2444  
[helpdesk@omes.ok.gov](mailto:helpdesk@omes.ok.gov)  
Attn: Chief Information Security Officer

**VIII. Vendor Representations and Warranties:** Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights. Customer's remedies are outlined in Section 22.B. of Exhibit 1.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

#### **IX. Indemnity**

- a. Intentionally Omitted.

#### **X. Termination and Suspension of Service:**

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at Vendor's then-current rates unless otherwise agreed upon by the parties at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
  - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - ii. 30 days after the effective date of termination, if the termination is for convenience
  - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise

stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services at Vendor's then-current rates.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when reasonably requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.

## ATTACHMENT C

### WELLSKY CORPORATION MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the “Agreement”) is entered into as of the Effective Date, by and between **WellSky Corporation** and its Affiliates, with offices at 11300 Switzer Road, Overland Park, KS 66210 (“WellSky”), and **the State of Oklahoma by and through the Office of Management and Enterprise Services for the benefit of the Oklahoma Department of Human Services**, with offices at 2400 N. Lincoln Blvd., Oklahoma City, Oklahoma 73105 (“Client”). Each of WellSky and Client may be referred to herein individually as a “Party” and together as the “Parties.” This Agreement is incorporated into the Participating Addendum as Attachment C, and its terms and conditions are applicable to the Master Agreement, Participating Addendum, and Contract Documents generally and to the subject matter of this Agreement. The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **LICENSED SOFTWARE.**
  - 2.1. Licensed Software. WellSky grants to Client (a) a perpetual, non-exclusive, non-transferable, license to use the Licensed Software; or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software during the term designated in the Order Form, on the Designated Platform solely for internal business purposes and subject to the terms of this Agreement and the applicable Order Form. Client represents that it has authority to bind each Client affiliate and Permitted User to the terms of this Agreement. Client shall be responsible for all acts and omissions of all Client affiliates and Permitted Users.
  - 2.2. Limitations. No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile, or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Client may make copies of Licensed Software as necessary for back-up, testing, and archival purposes only. Client shall approve access for all Permitted Users of the Licensed Software and Sublicensed Software and shall prevent unauthorized access and use of the Licensed Software and Sublicensed Software. Client may not use any component of the System to provide services to third parties as a service bureau or data processor.
- 2.3. Installation of Designated Platform. Client shall install all components of the Designated Platform required for operation of the Licensed Software, and shall complete all necessary diagnostic tests to ensure such installation of the Designated Platform is complete and successful.
3. **SERVICES.**
  - 3.1. Cloud Services. During the Cloud Services term set forth in an Order Form, WellSky shall provide Client (a) a non-exclusive, non-assignable, limited right to access and use the Cloud Services during the Term, solely for Client’s internal business operations and subject to the terms of this Agreement and Order Form; and (b) Cloud Services support as set forth in Exhibit B or in the applicable Order Form. Exhibit B does not apply to Licensed Software. Client shall not have any physical access to the Cloud Services hardware.
  - 3.2. Support Services. For Licensed Software, WellSky shall provide the Support Services as set forth in Exhibit C or in the applicable Order Form. Exhibit C does not apply to the Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.
  - 3.3. Professional Services. Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky’s standard rates.
  - 3.4. Client Responsibilities. Client shall: (a) approve access for all Permitted Users to the Cloud Services and shall prevent unauthorized access and use of the Cloud Services. Client

- shall not, and shall ensure that its Permitted Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third-party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations; (b) provide network connectivity between Client's local environment and the Cloud Services for the implementation and execution of the Cloud Services as provided in the Documentation; (c) maintain bandwidth of sufficient capacity for the operation of the Cloud Services; (d) have sole responsibility for installation, testing, and operations of Client facilities, telecommunications and internet services, equipment, and software upon Client's premises necessary for Client's use of the Cloud Services; and (e) pay all third-party access fees incurred by Client to access and use the Cloud Services.
- 3.5. **Suspension of Services.** If (a) there is a threat to the security of WellSky's systems or the Services, or (b) Client's undisputed invoices are sixty (60) days or more overdue, in addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.
4. **SUBLICENSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form, WellSky shall grant the licenses to Sublicensed Software as set forth in an Order Form. Client agrees to purchase any Hardware set forth in an Order Form.
5. **PROPRIETARY RIGHTS.**
- 5.1. **Ownership.** WellSky or its licensor retains all right, title, and interest, in the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product. WellSky shall grant to Client a non-exclusive, non-transferable license to use Work Product only for Client's own internal purposes in connection with the Licensed Software and Services.
- 5.2. **Restricted Rights.** The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.
6. **PAYMENTS BY CLIENT.**
- 6.1. **Payment.** Client shall pay all fees for the Licensed Software, System, Services, and Hardware. All invoices shall be paid net forty-five (45) days following the date of the invoice. Invoices that are more than ten (10) days past due shall be subject to a finance charge at a rate of interest the lesser of one-and-a-half percent (1.5%) per month or the maximum permissible legal rate. Client shall also be liable for any attorney and collection fees arising from WellSky's efforts to collect any unpaid balance of Client.
- 6.2. **Scope of Use.** The Licensed Software, Sublicensed Software, and Cloud Services are priced based on certain metrics (e.g. Sites, Deliverables, Patient/Client Census, and/or Permitted Users) as set forth in an Order Form. Client may only expand its use of the Licensed Software, Sublicensed Software, and/or Cloud Services upon payment of the applicable additional license, support, and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.
- 6.3. **Increases.** All recurring fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the applicable Order Form at a rate not to exceed five percent (5%). Subscription Software and Services fees may further be increased upon prior written notice to Client in the event WellSky's third-party suppliers increase such fees. The preceding limitation shall not apply to any increase in fees attributable to Client's acquisition of additional Licensed Software or Services.
- 6.4. **Expenses.** Client shall reimburse WellSky for all pre-approved and reasonable Client-related travel, lodging, and out-of-pocket expenses set forth in an applicable Order Form.
- 6.5. **Shipping Fees, Taxes.** Client shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body

arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.

- 6.6. **Audit.** WellSky reserves the right to audit Client's use of the System and Cloud Services (remotely or on site) at a mutually agreeable time. If Client's use is greater than contracted, Client shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Client shall also pay the expenses associated with the audit.

**7. LIMITED WARRANTIES AND COVENANTS.**

- 7.1. **Licensed Software Warranty.** WellSky warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form during the Warranty Period.
- 7.2. **Services Warranty.** WellSky warrants that (a) when operated in accordance with the Documentation the Cloud Services shall, without material error, perform the functions as set forth in the Documentation, and/or (b) it shall perform the Professional and Support Services in a professional manner in accordance with the applicable Documentation.
- 7.3. **Remedy.** Client's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software, repairing the Cloud Services, and/or reperforming the Professional/Support Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Client, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (b) any person (other than WellSky) making modifications to the Designated Platform in any way without WellSky's prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any Client-supplied

software, equipment, or other third-party materials.

- 7.4. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS ALL WARRANTIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CLIENT'S REQUIREMENTS. CLIENT AGREES THAT THE MANUFACTURERS OR LICENSORS OF HARDWARE AND SUBLICENSED SOFTWARE MAY PROVIDE CERTAIN WARRANTIES AND OTHER TERMS AND CONDITIONS WITH RESPECT TO THE HARDWARE AND SUBLICENSED SOFTWARE SUPPLIED TO CLIENT UNDER THIS AGREEMENT. WELLSKY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HARDWARE OR SUBLICENSED SOFTWARE.

- 7.5. **Client Warranty.** Client warrants that Client (a) has the power and authority to enter into this Agreement and bind each Permitted User to the confidentiality and use restrictions set forth herein; and (b) shall use its best efforts to protect the security of the Licensed Software and Cloud Services.

**8. LIMITATION OF LIABILITY.**

- 8.1. WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CLIENT FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THE CONTRACT DOCUMENTS OR THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.

- 8.2. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD-PARTY AGAINST CLIENT.
- 8.3. THE LIMITATION IN SECTION 8.1 SHALL NOT APPLY TO (a) WELLSKY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THE CONTRACT DOCUMENTS AND THIS AGREEMENT; or (b) DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN THE CONTRACT DOCUMENTS FOR WHICH WELLSKY'S MAXIMUM LIABILITY SHALL NOT EXCEED TEN (10) MILLION DOLLARS.
- 8.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT THE LIMITATION IN SECTION 8.1 SHALL NOT APPLY TO DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS, AND LIABILITIES ARISING SOLELY FROM (a) BODILY INJURY OR DEATH CAUSED BY WELLSKY AT THE CLIENT SITE, PROVIDED SUCH BODILY INJURY OR DEATH DOES NOT ARISE FROM THE LICENSED SOFTWARE OR CLOUD SERVICES OR THE USE OF THE LICENSED SOFTWARE OR CLOUD SERVICES; (b) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 22.B. OF EXHIBIT 1 OF THE AGREEMENT; (c) FRAUDULENT OR INTENTIONAL MISCONDUCT OF WELLSKY OR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS; OR (d) OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTIONS FROM LIABILITY.
- 8.5. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application, or interpretation of any information, results, or product generated by or resulting from the Licensed Software or

Services, or arising from the Client's use of the Licensed Software or Services.

9. **INDEMNIFICATION.** Intentionally omitted.
10. **TERM AND TERMINATION OF LICENSE AND AGREEMENT.**
- 10.1. Term. If applicable, the term of the license to the Licensed Software and/or the right to access the Cloud Services is set forth in an Order Form. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement.
- 10.2. Termination. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all Services expire or are terminated, or sooner as provided in this Section 10. Either Party may terminate this Agreement and the licenses and/or right to access granted herein if: (a) the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from WellSky; or (b) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement. Client may terminate the Agreement in whole or in part immediately, without written notice to WellSky, if: (i) WellSky breaches its obligations under Section 11 [Confidentiality] or under the Business Associate Agreement and such breach cannot be reasonably cured by WellSky within the cure period provided herein; (ii) WellSky's material breach is reasonably determined to be a material impediment to the function of the Client and detrimental to the State or to cause a condition reasonably precluding the sixty (60) day notice; or (iii) when the Client determines that an administrative error in connection with award of the Agreement occurred prior to performance of the Agreement.

10.3. Termination for Non-Appropriations. Client may terminate any Order Form if funds sufficient to pay its obligations under the Agreement are not appropriated by the applicable state legislature, federal government, or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, WellSky will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if Client issues an Order Form and has accepted the products and/or services, Client is obligated to pay for the products and/or services. In the event of such termination, Client will not be considered to be in default or breach under the Agreement nor shall it be liable for any further payments ordinarily due under the Agreement, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

10.4. Effect of Termination. Upon termination of this Agreement, Client shall immediately cease all use of the Licensed Software, Sublicensed Software, and/or Cloud Services, and the licenses granted and all other rights of Client under this Agreement shall terminate and revert to WellSky. Client shall, within ten (10) days following such termination, destroy or return to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, and all WellSky Confidential Information, and certify such return or destruction in writing to WellSky. Upon WellSky's receipt of notice of a termination from Client, WellSky shall comply with the notice terms as promptly as practicable and take all reasonably necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for other payments for Professional Services not otherwise provided by WellSky prior to the date of termination or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided under the Agreement. Termination of the Agreement under this section, in whole or in part, shall not relieve either Party of liability for claims arising under the Agreement

10.5. Survival. The following sections shall survive termination or expiration of this Agreement: Sections 8, 9, 10, 12, and 13; Sections 7.3 through 7.5, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.

11. **CONFIDENTIAL INFORMATION.** Each Party shall (a) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (b) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (c) require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (d) not transfer, display, convey, or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Either Party may disclose the other Party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

12. **REGULATORY COMPLIANCE.**

12.1. General. WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

12.2. HIPAA. The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit D.

13. **GENERAL PROVISIONS.**



- 13.1. Force Majeure. Neither Party shall be liable for any loss, damages, or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, acts of terrorism, war, epidemic, unavailability of components, acts of governmental authorities or judicial action, compliance with laws, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.
- 13.2. Compliance with Laws. Each party agrees to comply with all Applicable Laws in its performance under this Agreement.
- 13.3. Data Use. Notwithstanding any other terms to the contrary in a prior or contemporaneous agreement, Client grants WellSky permission to use data from Client to help WellSky to provide the Licensed Software and/or Services to Client and to enhance the Licensed Software and/or Services it provides. Client grants WellSky permission to combine Client's data, and more specifically, a Limited Data Set as defined in 45 CFR § 164.514(e)(1), if any, with other data in a way that does not identify (a) Client or (b) any individual. Client also grants WellSky permission to use this combined Limited Data Set information to create new predictive algorithms and other similar products and services.
- 13.4. Injunctive Relief. The Parties agree that WellSky shall not be precluded by this Agreement or by law from seeking injunctive relief, without bond, from any court of competent jurisdiction in the event of a breach of Section 2, 3.4, or 11 of this Agreement.
- 13.5. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Client; provided, however, Client may terminate the Agreement within thirty days' notice by WellSky of such assignment under this Section 13.5 in the event the assignee is barred from doing business with the State of Oklahoma.
- 13.6. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Client. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.
- 13.7. Export. Client agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 13.8. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of President and General Counsel and in the case of Client, to the attention of Contracts & Purchasing and Finance Counsel.
- 13.9. Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.
- 13.10. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This

Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

- 13.11. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than three years after the cause of action accrues.
- 13.12. Discounts. Client is reminded that if the purchase includes a discount or loan, Client may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law – see 42 CFR 1001.952 (h).
- 13.13. Purchase Orders; Acceptance of Quotes; Access. If Client submits its own terms which add to, vary from, or conflict with the terms herein in Client's acceptance of a price quotation or in a purchase order, or to WellSky's employees, agents, and/or contractors in the course of WellSky providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.
- 13.14. Governing Law. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Oklahoma, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Oklahoma.
- 13.15. Informal Dispute Resolution. The Parties agree that the performance of this Agreement shall be enhanced by the timely resolution of any dispute between them. Therefore, before either Party files a lawsuit for a breach of this Agreement (except in circumstances where a

Party is seeking emergency injunctive relief) the Parties hereby agree to submit to the following resolution process: (i) the aggrieved Party shall provide the other Party written notice that dispute resolution is required with a detailed description of the issues causing the dispute; (ii) within 10 business days thereafter, both Parties will appoint a representative (who must be a Vice President or higher and have the authority to resolve disputes) and give notice to the other Party of the name and title of the representative; and (iii) within 10 business days thereafter the named representatives shall confer at Client's site, or by other agreed upon means, with the sole purpose of resolving the issues causing the dispute. Neither Party shall be compensated for any time or expense related to the dispute resolution process.

- 13.16. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to knowingly, directly or indirectly through reasonable diligence, hire, directly or indirectly, any employee or former employee of WellSky, without obtaining WellSky's prior written consent, which shall not be unreasonably withheld or delayed.
- 13.17. California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 *et seq.* ("CCPA") may be applicable to the Agreement. If applicable, WellSky shall be deemed a "service provider" under the CCPA if WellSky receives the "personal information" of any "consumer" for "processing" on Client's behalf.
- 13.18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

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**EXHIBIT A**

- a. **“Affiliate”** means with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.
- b. **“Applicable Law”** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software.
- c. **“Cloud Services”** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation, including (i) the WellSky hosted software and any upgrades, enhancements, or new releases thereto, (ii) hardware and other equipment at WellSky’s hosting site, and (iii) use of the telephone support for Client in the operation of the Cloud Services. The term “Cloud Services” does not include Professional Services.
- d. **“Concurrent User”** means each Client workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- e. **“Confidential Information”** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. “Confidential Information” shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.
- f. **“Control”** over an Affiliate means (a) ownership of at least fifty percent (50%) of such Affiliate, or (b) the right to determine management direction of such Affiliate.
- g. **“Designated Platform”** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- h. **“Documentation”** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- i. **“FDA Clearance”** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software and sets forth the specific parameters of use for the Regulated Licensed Software on the Designated Platform.
- j. **“First Productive Use”** means the day Client begins using any part of the System or Cloud Services in a live production environment.
- k. **“Hardware”** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Client from WellSky.
- l. **“Licensed Software”** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Client by WellSky pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.

- m. **“Order Form”** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Client, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- n. **“Patient/Client Census”** means the number of patients or clients that Client is treating, calculated as described in the applicable Order Form.
- o. **“Permitted User”** means an authorized user of the Licensed Software, Sublicensed Software, and/or Cloud Services as described in the applicable Order Form.
- p. **“Professional Services”** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.
- q. **“Program Error”** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- r. **“Regulated Licensed Software”** means Licensed Software that is subject to the 510(k) clearance requirements as promulgated by the United States Food and Drug Administration.
- s. **“Services”** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- t. **“Site”** means each of the Client facility or facilities specified in an Order Form and for whom Client (a) owns at least 50%, or (b) has the right to determine management direction.
- u. **“Support Services”** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- v. **“Sublicensed Software”** shall mean those programs provided to WellSky by a third-party, which WellSky sublicenses to Client hereunder, for use with the Licensed Software or Cloud Services, and any Updates thereto, provided to Client by WellSky under the terms of this Agreement or as identified in any Order Form.
- w. **“System”** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.
- x. **“Test Scripts”** means WellSky’s test scripts designed by WellSky to assist in Client’s Validation of certain Regulated Licensed Software.
- y. **“Update”** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its clients who have a current Maintenance and Support Agreement. Updates do not include modules, scripts, or software that WellSky prices or markets separately.
- z. **“Upgrade”** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Cloud Services that WellSky makes generally commercially available to its clients who have current Cloud Services subscriptions. Upgrades do not include modules or features that WellSky prices and markets separately.
- aa. **“Validation”** means the procedure performed by Client to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- bb. **“Warranty Period”** means either the period set forth in an Order Form, or if not specified, twelve months from the execution of the applicable Order Form.

- cc. **“Work Product”** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Client or its employees, Permitted Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

**EXHIBIT B**  
**WELLSKY CLOUD SERVICES SUPPORT TERMS**

This Exhibit B sets forth certain WellSky Cloud Services support requirements. From time-to-time, these obligations may change upon notice by WellSky to Client. This Exhibit B only applies to Cloud Services. This Exhibit does not apply to Licensed Software.

1. DEFINITIONS.

- 1.1. **“Access Protocols”** means industry standard internet access protocols through which WellSky makes the Cloud Services accessible to the Client which includes, unless otherwise specified by the product or service contract for, HTTPS and FTPS.
- 1.2. **“Core System Functionality”** means functionality that does require real time availability for effective use of Cloud Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operations “Scheduled Downtime” means the total amount of time.
- 1.3. **“Non-Core System Functionality”** means functionality that does *not* require real time availability for effective use of the Cloud Services. This explicitly includes, but is not limited to, reporting and background batch processing.
- 1.4. **“Scheduled Downtime”** means the time which the Core System Functionality is unavailable for access to Client’s active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.
- 1.5. **“Unscheduled Downtime”** means the time during which the Core System Functionality is unavailable for access by Client’s Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client’s breach of any provision of the Agreement; (ii) non-compliance by Client with any provision of the Agreement; (iii) incompatibility of Client’s equipment or software with the Cloud Services; (iv) poor or inadequate performance of Client’s systems; (v) Client’s equipment failures; (vi) acts or omissions of Client or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Client’s network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement).

2. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT FOR THE CLOUD SERVICES ARE AVAILABLE AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM(S) AND SHALL CONTINUE UNTIL TERMINATION OF THE APPLICABLE CLOUD SERVICES AS PERMITTED IN THE AGREEMENT AND/OR THE APPLICABLE ORDER FORM.

3. TELEPHONE SUPPORT.

WellSky shall provide telephone and portal issue support to assist Client with the use of the Cloud Services and to assist with issue resolution during the term of this Agreement. The portal support will be available 24 hours a day and telephone support will be available during the hours posted by WellSky.

4. AVAILABILITY.

After First Productive Use and during the Term, WellSky shall use commercially reasonable efforts to provide the Cloud Services via the Internet twenty-four (24) hours a day, seven (7) days a week, in accordance with the terms of the Agreement.

Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need WellSky may give less notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, WellSky will post the standard downtime publicly for all WellSky clients.

Client acknowledges and agrees that, from time to time, the Cloud Services may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of WellSky or that are not reasonably foreseeable by WellSky, including interruption or failure of telecommunication or digital communication links or hostile network attacks. Client shall report any Unscheduled Downtime by calling WellSky client support with the provided support number within one (1) day of its occurrence.

### 5. UPGRADES.

During the Term of the Cloud Services, WellSky may make Upgrades available to Client pursuant to WellSky's standard release cycle. WellSky reserves the right to determine the content and availability of all Cloud Services, including without limitation, Upgrades. Any enhancements or additions made to an interface as requested by Client are not part of this Exhibit B and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Client with each Upgrade.

### 6. INTERNET CONNECTION DEPENDENCE.

The performance and availability of the Cloud Services are directly dependent upon the quality of Client's Internet connection. WellSky will aid the Client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Client regarding Internet Service Provider ("ISP") selection. Failure of the Client's Internet connection to maintain satisfactory throughput and latency is outside the scope of WellSky's responsibility, and should be addressed by Client directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures.



**EXHIBIT B-1**  
**HOSTING SERVICE LEVELS**

This Exhibit B-1 sets forth certain WellSky hosting service requirements. From time-to-time, these obligations may change upon notice by WellSky to Client.

**CLOUD SERVICES – HOSTING**

**1. Definitions**

The following terms have the following meaning. Capitalized terms not defined herein, shall have the meaning given in the Agreement.

1.1 **“Non-Core System Functionality”** means functionality that does *not* require real time availability for effective use of the Cloud Services. This explicitly includes, but is not limited to, reporting and background batch processing. Non-Core System Functionality availability is explicitly excluded from the calculation of Availability.

1.2 **“Core System Functionality”** means functionality that does require real time availability for effective use of Cloud Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operations.

1.3 **“Scheduled Downtime”** means the total amount of time during any calendar year, measured in minutes, during which the Core System Functionality is unavailable for access Client’s active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.

1.4 **“Unscheduled Downtime”** means the total amount of time during any calendar year, measured in minutes, during which the Core System Functionality is unavailable for access by Client’s Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client’s breach of any provision of the Agreement; (ii) non-compliance by Client with any provision of the Agreement; (iii) incompatibility of Client’s equipment or software with the Cloud Services; (iv) poor or inadequate performance of Client’s systems; (v) Client’s equipment failures; (vi) acts or omissions of Client or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Customer’s network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement). In the event of a “Disaster” or Client’s non-compliance with the Agreement, the Availability Service Standard (and related fee reductions) shall not apply.

1.5 **“Disaster”** means a catastrophic event (or series of events that are collectively catastrophic) not caused by WellSky that results in significant or potentially significant downtime or disruption of the production environment and requires Mediware to invoke its Disaster Recovery plan. WellSky has the sole and exclusive right to declare a disaster.

1.6 **“Availability”** means the percentage determined as follows:

$$\text{Availability} = \frac{(\text{Total Annual Time} - \text{Unscheduled Downtime})}{\text{Total Annual Time}} \times 100$$

**NOTE:** “Total Annual Time” is deemed to include all minutes in the relevant calendar year.

1.7 **“Access Protocols”** means industry standard internet access protocols through which WellSky makes the Cloud Services accessible to the Client which includes, unless otherwise specified by the product or service contract for, HTTPS and FTPS.

1.8 **“Disaster Recovery”** means WellSky’s process to restore Availability in the event that WellSky declares a Disaster.

1.9 **“Live/Production Instance”** means Client and/or product URLs and the associated technology environment that is

provided as part of the Cloud Services for accessing live data after the First Productive Use date and does not include any other instances that may be used for testing, training, development, staging or any purpose.

## 2. AVAILABILITY SERVICE STANDARD

Following First Productive Use of the Cloud Services, the Availability period will begin and is applicable to Live/Production Instances only. This period will begin with the First Productive Use by Client and continue throughout the applicable subscription term. During the Term, WellSky will provide Client with the following, after First Productive Use and during the term of this Agreement, WellSky will provide the Cloud Services via the Internet 24 hours a day, 7 days a week, in accordance with the terms of the Agreement.

WellSky will use commercially reasonable efforts to ensure that the Availability of the Cloud Services is at least **ninety-eight percent (98%)** during each full calendar year (the “**Availability Service Goal**”), provided that any Unscheduled Downtime occurring as a result of circumstances beyond WellSky’s reasonable control shall not be considered Unscheduled Downtime. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Client’s breach of any provision of the Agreement; (ii) non-compliance by Client with any provision of the Agreement; (iii) incompatibility of Client’s equipment or software with the Cloud Services or Platform; (iv) poor or inadequate performance of Client’s systems; (v) Client’s equipment failures; (vi) acts or omissions of Client or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Client’s network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement). In the event of a “Disaster” or Client’s non-compliance with the Agreement, the Availability Service Goal does not apply.

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## 3. SCHEDULED DOWN TIME

Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with 72 hours’ notice, or in the event of a more urgent need WellSky may give 12 hours’ notice or less to resolve an immediate security need. Depending upon the immediacy of the Scheduled Downtime required, the down time may be rescheduled at the request of a Client if reasonably possible. It is anticipated that there will be weekly Scheduled Downtime for system maintenance on Thursday mornings from 1:00AM to 3:00AM Eastern.

## 4. REPORTING UNSCHEDULED DOWNTIME

Client is required to report any Unscheduled Downtime by calling WellSky Customer Support with the provided support number within one day of its occurrence.

## 5. INTERNET CONNECTION DEPENDENCE

The performance and availability of the Cloud Services are directly dependent upon the quality of Client’s Internet connection. WellSky will aid the Client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Client regarding Internet Service Provider (“ISP”) selection. Failure of the Client’s Internet connection to maintain satisfactory throughput and latency is outside the scope of Mediware’s responsibility, and should be addressed by Client directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures, and as such this Exhibit B-1 only applies to those components within the WellSky’s hosting services.

## 6. MEASUREMENT AND REPORTS

**6.1 Monitoring and Measurement:** WellSky will monitor Availability on an ongoing basis during the Term. This monitoring will be performed through a combination of monitoring tools. These tools are intended to serve as initial alert to WellSky. WellSky will conduct a series of tests to confirm Availability if it is alerted to potential Unscheduled Downtime.

- If an alerting mechanism reports that the Core System Functionality is unavailable and the Client confirms the unavailability as provided herein, then

- Unscheduled Downtime will be calculated as the time between when the initial notification or alert was confirmed until Mediware confirms availability has been restored.
- If an alerting mechanism reports that the Core System Functionality is potentially unavailable, but WellSky's tests and assessments confirms that is available, then the alert of potential unavailability will be dismissed and excluded from the calculation of Unscheduled Downtime.

**6.2 System Performance Reports:** Client agrees that WellSky's monitoring and measurement method and standard Availability reports are the sole and exclusive methods of measuring Availability under this Exhibit. No other measure shall be accepted unless validated, and mutually agreed to in writing by both Parties before implementation.

## 7. CUSTOMER REQUIREMENTS

**7.1 Minimum System:** The service standards set forth in this Exhibit assume that Client and its Permitted Users, meet and remain current with all minimum requirements relating to the Cloud Services. These minimum system requirements may vary over time due to Cloud Services version levels and other factors. As these requirements change, WellSky will inform the Client such that the Client can remain compliant with these requirements.

**7.2 Additional Customer Obligations:** Except as otherwise agreed between the Parties in a separate written agreement, Client is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to its receipt and use of the Cloud Services; and (ii) correctly configuring Client's systems in accordance with the Access Protocols and minimum system requirements.

## CLOUD SERVICES SUPPORT

WellSky shall provide Client and its Permitted Users with Email support and web-based and telephone support during the Cloud Services Term.

### Standard Hours of Operation

WellSky customer service provides Client with support available between the hours of 8:30 a.m. to 9:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays. WellSky reserves the right to be closed on other days from time-to-time throughout the year with notice prior to the actual day.

It is highly recommended that a focal point be established within the Client prior to submission to WellSky. This approach improves communication efficiency and reduces the potential for confusion.

### Email Support

The WellSky Customer Service Center is staffed by qualified customer service representatives and can be reached through the following Email address:

support@wellsky.com

WellSky will respond to all email requests within 24 to 48 hours (excluding weekends and holidays). This initial response may not contain a resolution to the issue depending on the severity and nature of the reported problem.

Email support is limited to questions directly related to the use of WellSky Services, and does not include general computer questions, or support for third-party software packages. Email support does not include WellSky Service demonstrations, personal tutorials or walkthroughs on functionality or features. It is assumed that the person contacting WellSky customer service has been fully trained and has read all applicable Documentation.

### Telephone Support

The WellSky Customer Service Center can be reached at the following phone number: 800-318-7260

Client service representatives will assist with the troubleshooting of issues that cannot be resolved by customer. If a customer service representative cannot be reached, then all voice mails will be responded to within 24 to 48 hours (excluding weekends and holidays).

Telephone support is limited to questions directly related to the use of WellSky Services, and does not include general computer questions, or support for third-party software packages. Telephone support does not include WellSky demonstrations or personal tutorials or walkthroughs on function or features. It is assumed that the person contacting WellSky customer service has been fully trained and has read all applicable Documentation.

**EXHIBIT C**  
**LICENSED SOFTWARE SUPPORT TERMS**

This Exhibit C sets forth certain WellSky Licensed Software support terms. From time-to-time, these obligations may change upon notice by WellSky to Client. This Exhibit C only applies to Licensed Software. This Exhibit does not apply to Cloud Services.

1. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT SERVICES ARE EFFECTIVE FOR AN INITIAL TERM OF ONE (1) YEAR BEGINNING ON THE EFFECTIVE DATE OF THE ORDER FORM (THE “SUPPORT EFFECTIVE DATE”) AND MAY BE RENEWED FOR CONSECUTIVE ONE (1) YEAR TERMS UNLESS NOTICE OF NON-RENEWAL IS SENT BY ONE PARTY TO THE OTHER PARTY NOT LESS THAN 90 DAYS PRIOR TO THE END OF THE THEN-CURRENT SUPPORT TERM (THE “TERM”). This Exhibit C only applies to the Licensed Software.

2. SERVICE REINSTATEMENT.

In the event Support is allowed to lapse (other than for breach by WellSky) and is later reinstated, Client may be required to pay a reinstatement charge not to exceed Ten Thousand Dollars (\$10,000), plus back charges for all months that Support lapsed as such fees due and owing for all Updates to the Licensed Software that occurred during such lapsed months, provided such lapsed period does not exceed twelve months. If such lapsed period exceeds twelve months, Client shall not be permitted to reinstate Support and will be required to complete a new Order for Licensed Software. Client may be responsible for expenses incurred to inspect Hardware or reload Licensed Software to the current release version after any lapse in Support.

3. SERVICES PROVIDED.

WellSky shall provide standard support services for supporting Client’s live productive use of the Licensed Software set forth on an applicable Order Form on the Designated Platform. For purposes of Support, “standard support services” shall include using commercially reasonable efforts to repair or provide a work around for all reproducible Program Errors. Standard support services shall also include providing Updates. So long as Client is current in Support fees and Client complies with the terms and conditions of the Agreement, the Licensed Software shall operate in accordance with the Documentation, in all material respects.

4. TELEPHONE SUPPORT.

- a. Priority Levels. Client may request, and WellSky shall provide, reasonable technical consultation by telephone 24 hours a day, 365 days of a year. WellSky shall maintain a log of technical consultation requests in a tracking system and a unique number shall be assigned to Client’s request. That unique number shall be provided to Client for reference and communication. WellSky shall assign to technical consultation requests one of three levels of priority:
  - i. Level 1 is the most severe Program Error and represents a situation where all features and functions of the Licensed Software are unavailable and no practical alternate mode of operation is available. WellSky shall use commercially reasonable efforts to answer or return Level 1 calls within four (4) hours.
  - ii. Level 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 requests will be assigned to the next available programmer.
  - iii. Level 3 is the normal next-in-line priority assignment. Priority 3 requests will be worked on in the order in which they are received.

- b. Problem Resolution. WellSky shall provide technical consultation solutions to Level 1, Level 2 and Level 3 issues as quickly as reasonably possible, in light of the problem. If a Level 1 or Level 2 issue requires a change to the Licensed Software, the change will be sent to Client as soon as available. If a Level 3 issue requires a change to the software, the change will be provided in a regularly scheduled Update.
- c. Service Location. WellSky shall provide technical consultation from its business premises, except that WellSky, at its own discretion, may dispatch a technical services representative to Client's facility for all Program Errors that WellSky is unable to correct by providing technical consultation from WellSky's premises.

5. UPDATE.

During the Term of this Exhibit C, WellSky may make Updates available to Client. WellSky reserves the right to determine the content and availability of all software, including without limitation, Updates. Any enhancements or additions made to an interface as requested by Client are not part of this Exhibit C and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Client with each Update. All Updates may be loaded only based upon instructions provided by WellSky's client service personnel. WellSky must be notified, in writing, before the loading of operating system software updates, third-party software updates or installing new hardware to the System. WellSky shall provide assistance by telephone during normal business hours.

6. CLIENT PARTICIPATION.

WellSky's obligations are conditioned on Client fulfilling its obligations hereunder, including, without limitation:

- a. Providing WellSky with all information and assistance necessary to detect, simulate or reproduce and correct any Program Errors.
- b. Providing WellSky access to the System and its related operating environment for the purpose of providing WellSky services;
- c. Causing all equipment and facilities which are used in connection with the operation or security of System and Hardware to be maintained properly and in good operating condition as specified by the applicable manufacturer. All charges for such media and services shall be the sole responsibility of Client.
- d. Maintaining regular back-ups of data files, application source code (if applicable) and operating system software.
- e. Strict compliance with the terms and conditions of the Agreement, including without limitation, the terms and restrictions on the license grant.

**EXHIBIT D**  
**BUSINESS ASSOCIATE/DATA USE AGREEMENT**

**BACKGROUND**

- A. Covered Entity and WellSky have entered into a certain License Agreement dated \_\_\_\_\_, (such agreement is the “Agreement”), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.
- B. The Agreement permits and provides for Covered Entity to submit data to the Business Associate to conduct data analyses that relate to the Business Associate’s Health Services Research, including but not limited to Data Aggregation, quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines.
- C. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, “HIPAA”), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.
- D. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services under the Agreement. The Agreement may from time to time require the Business Associate’s receipt, Use, and/or Disclosure of Protected Health Information (PHI) from Covered Entity.
- E. The provisions of this BAA are intended in their totality to implement the HIPAA regulations as they concern Business Associate Agreements and 45 CFR § 164.514(e) as it concerns Data Use Agreements. The provisions of the Agreement will remain in full force and effect and are amended by this BAA only to the extent necessary to effectuate the provisions set forth herein.

**TERMS**

1. **Definitions.** All capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the Regulations.
  - a. Activities shall mean those Research activities that may be conducted by Business Associate as a Recipient using a Limited Data Set pursuant to Section 6.
  - b. Business Associate shall mean WellSky Corporation.
  - c. Covered Entity shall mean Client.
  - d. Individual shall have the same meaning as the term “individual” in 45 CFR § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) of the Regulations.
  - e. Limited Data Set shall have the same meaning as the term “limited data set” in 45 CFR §164.514(e).
  - f. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
  - g. Protected Health Information shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - h. Recipient shall mean the recipient of a Limited Data Set created pursuant to Section 3(e) of this BAA.
  - i. Required by Law shall have the same meaning as the term “required by law” in 45 CFR § 164.103 of the Regulations.
  - j. Research shall have the same meaning as the term “research” in 45 CFR §164.501.
  - k. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.

1. Security Incident shall have the same meaning given to such term in 45 CFR § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general “pinging” or “denial of service” attacks, that do not result in the system being taken offline.
2. **Obligations and Activities of Business Associate.**
  - a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
  - b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the “minimum necessary” requirements of the Regulations.
  - c. Business Associate agrees to use reasonable and appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
  - d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
  - e. Business Associate agrees to report to Covered Entity within ten (10) days any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.
  - f. Business Associate shall notify Covered Entity within three (3) days of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
  - g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
  - h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed upon by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
  - i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner mutually agreed upon by the parties. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
  - j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
  - k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
  - l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
  - m. Notwithstanding anything to the contrary in the Agreement, any reporting or notification obligations of Business Associate pursuant to this BAA shall be provided to HIPAABreachinfo@okdhs.org and shall satisfy any such reporting or notification requirements under this BAA.



**3. Permitted Uses and Disclosures by Business Associate.**

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.
- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may (i) de-identify any PHI, provided such de-identification conforms to the requirements of 45 CFR § 164.514(b), including without limitation any documentation requirements. Business Associate may Use or Disclose such de-identified information as its discretion, as such de-identified information does not constitute PHI and is not subject to the terms of this BAA; provided that such Use or Disclosure is consistent with the underlying Agreement and applicable law, and/or (ii) use PHI to create a Limited Data Set that meets the Limited Data Set requirements of 45 CFR § 164.514(e)(2), and may Use or Disclose such Limited Data Set for the purposes, and subject to the restrictions, set forth in Section 6; provided, however, that Business Associate shall, as soon as reasonably practical, destroy any direct identifiers not otherwise used for permitted purposes under this BAA.
- f. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

**4. Obligations of Covered Entity.**

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

**5. Electronic Data Security.** Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any Security Incident of which it becomes aware.

**6. Data Use Agreement.** From time to time, Business Associate may be a Recipient of a Limited Data Set created pursuant to Section 3(e). As a Recipient, Business Associate's Use and Disclosure of the Limited Data Set will be governed by the following terms and condition of this Section 6, and not the terms and conditions of Sections 2 and 3 of this BAA:

- a. Performance of Activities. As a Recipient, Business Associate may Use or Disclose Limited Data Set Information only in connection with the performance of Research, and only in accordance with this Section 6 and applicable regulations concerning Limited Data Sets. In connection with the Research, Business Associate may combine Covered Entity's Limited Data Set Information with Limited Data Set Information received by Business Associate as a recipient from other covered entities. In performing the Research, Business Associate shall limit the use or receipt of the Limited Data Set to those individuals or classes of individuals who need the Limited Data Set for the performance of the Research.
- b. Limited Data Set Data Use Obligations. The obligations set out in this Subsection apply only with respect to Business Associate's Use or Disclosure of Limited Data Set Information as a Recipient.

1. Business Associate may not use or disclose the Limited Data Set in any manner that would violate the requirements of HIPAA or the HIPAA Regulations if Data User were a Covered Entity.
2. Business Associate agrees to not Use or further Disclose Limited Data Set Information other than as permitted by this Section 6, or as otherwise required by law;
3. Business Associate agrees to use reasonable and appropriate safeguards to prevent Use or Disclosure of the Limited Data Set Information other than as permitted by this Section 6;
4. Business Associate must report to Covered Entity any Use or Disclosure of Limited Data Set Information not provided for in this Section 6 of which Business Associate becomes aware;
5. Business Associate will not attempt to identify the Individuals to whom the Limited Data Set Information pertains, or attempt to contact such Individuals, provided that this restriction will not be interpreted to prevent Business Associate from conducting such activities as are permitted as a Business Associate under the Business Associate provisions of this BAA; and
6. Business Associate agrees to require any agent or subcontractor to whom it, directly or indirectly, provides Limited Data Set Information, to agree in writing to comply with the same or substantially similar restrictions (but in any event no less protective of the Limited Data Set) and conditions that apply to Business Associate with respect to the Limited Data Set.
7. Upon completion of the Research, Business Associate will destroy the Limited Data Set in accordance with guidance promulgated by the National Institute of Standards and Technology.

**7. Termination.**

- a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:
  1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information;
  2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or
  3. If neither termination nor cure is feasible, report the violation to the Secretary.

If Covered Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

- c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties' other obligations or rights under the Agreement. For the avoidance of doubt, the parties agree that return of Limited Data Sets shall be deemed infeasible, and no further notice pursuant to this Section shall be required.

#### 8. Miscellaneous.

- a. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- b. Survival. The respective rights and obligations of Business Associate under Section 7(c) of this BAA shall survive the termination of this BAA.
- c. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- d. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- e. Incorporation. Except for Covered Entity, no third-party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.
- f. Governing Law. The choice of law and venue applicable to this BAA shall be the same as the choice of law and venue that are applicable to the Agreement.



Software for Realizing Care's Potential

# State of Oklahoma Department of Human Services

Statement of Work for Implementation of  
Online Self-Assessment Feature

September 16, 2020

11300 Switzer Road  
Overland Park, KS 66210

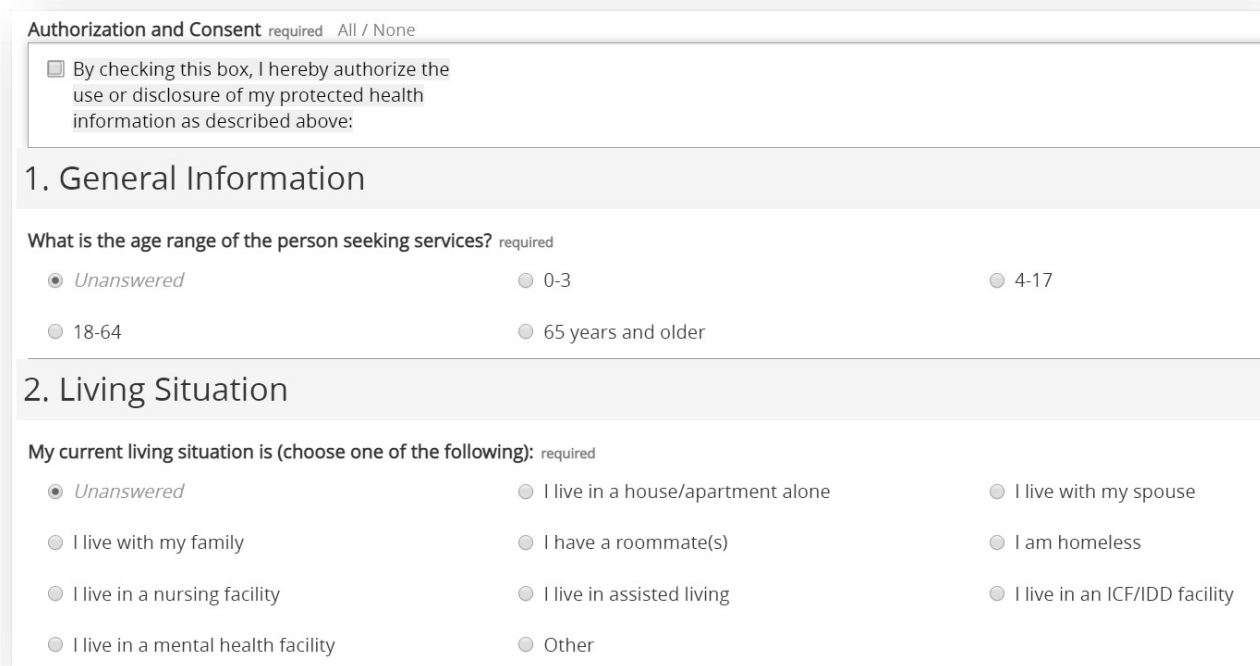
855.WELLSKY  
wellsky.com

## Proposed Solution

WellSky proposes to deploy its Online Self-Assessment feature as a fully integrated component of the WellSky Human Services solution currently used by the Oklahoma Aging Services Division, Medicaid Services Unit (MSU). This feature will enable citizens interested in applying for the Advantage Waiver Program or the State Plan Personal Care Program to submit initial information about themselves via an easy to use online form. Once submitted, that information will create a new client record in WellSky Human Services and also create an assessment record, populating the record with the information submitted. The WellSky Human Services solution will be configured to have that new record appear in the “My Work” queue of the appropriate MSU worker.

This solution will empower MSU to process applications for services more efficiently by streamlining the UCAT data collection process and provide self-service capabilities for applicants.

## Sample Screenshot of Online Self-Assessment Feature



The screenshot displays a web-based self-assessment form. At the top, there is a header bar with the text "Authorization and Consent" followed by "required" and "All / None". Below this, a checkbox is accompanied by the text: "By checking this box, I hereby authorize the use or disclosure of my protected health information as described above:". The form is divided into two main sections, each with a light gray header. The first section is titled "1. General Information". It contains a question: "What is the age range of the person seeking services?" with a "required" label. Below the question are five radio button options: "Unanswered", "0-3", "4-17", "18-64", and "65 years and older". The second section is titled "2. Living Situation". It contains a question: "My current living situation is (choose one of the following):" with a "required" label. Below the question are ten radio button options arranged in two columns: "Unanswered", "I live in a house/apartment alone", "I live with my spouse", "I live with my family", "I have a roommate(s)", "I am homeless", "I live in a nursing facility", "I live in assisted living", "I live in an ICF/IDD facility", and "Other".

Authorization and Consent required All / None

☐ By checking this box, I hereby authorize the use or disclosure of my protected health information as described above:

### 1. General Information

What is the age range of the person seeking services? required

☒ Unanswered ☐ 0-3 ☐ 4-17 ☐ 18-64 ☐ 65 years and older

### 2. Living Situation

My current living situation is (choose one of the following): required

☒ Unanswered ☐ I live in a house/apartment alone ☐ I live with my spouse ☐ I live with my family ☐ I have a roommate(s) ☐ I am homeless ☐ I live in a nursing facility ☐ I live in assisted living ☐ I live in an ICF/IDD facility ☐ I live in a mental health facility ☐ Other

## Implementation Tasks

- WellSky: Perform technical setup and implementation of the Online Assessment Form in a non-production environment
- OKDHS: Validate technical setup in non-production environment
- OKDHS and WellSky: Gather requirements and data to be captured on the Online Assessment Form
  - It is assumed that the existing UCAT screen design will be copied and modified to configure the new screen design. Modifications will include conditional logic to adapt to information entered by the citizen/applicant.
  - Screen design configuration and conditional logic will account for requests for services that require a separate application (i.e. CD PASS and ADvantage AL) to route the user to the appropriate section of the online form for completion.
- OKDHS and WellSky: Configuration of WellSky Human Services to facilitate desired workflow (e.g. submitted forms appearing in properly configured "My Work" queue)
- WellSky: Configure and test Online Assessment Form in non-production environment
- OKDHS: Validate configuration of Online Assessment Form in non-production environment
- WellSky: Move Online Assessment Form to production environment upon OKDHS approval
- OKDHS: Validate submission of Online Assessment Form and intake in production environment

## Pricing

Item Description	Fee
<b>One-time Implementation Fee:</b> Includes the implementation tasks listed above	\$13,500.00
<b>Annual Subscription Fee:</b> The annual software subscription fee for the online assessment tool. Includes WellSky hosting services and customer support.	\$5,000.00

The above pricing is based on WellSky's NASPO ValuePoint Master Agreement (Agreement # AR3110) and corresponding NASPO Cloud Solutions Price List.

## Payment Terms

- **One-time implementation services fees** will be invoiced per the table below:

Deliverable	Percent of Implementation Services Fees Due
Delivery of requirements documentation	50%
Deployment of solution to production	50%

- **Annual software subscription fee** will be prorated to reflect the term from first productive use to June 30, 2021. The annual subscription fee will be due on the effective date and annually thereafter. The subscription fee will be included in OKDHS' annual subscription invoice starting July 1, 2021 going forward. This annual subscription fee will be subject to a 5% annual price increase as set forth in the table below.

Year 2 July 1, 2021 – June 30, 2022	Year 3 July 1, 2022 – June 30, 2023	Year 4 July 1, 2023 – June 30, 2024	Year 5 July 1, 2024 – June 30, 2025
\$5,000.00	\$5,250.00	\$5,512.50	\$5,788.13

## Assumptions

WellSky has made the following general assumptions. It is OKDHS' responsibility to validate these assumptions and to fully understand its responsibilities before signing the Statement of Work/Order Form.

- All labor will be performed by WellSky remotely. No travel is included in this proposal.
- Timeline for this implementation is expected to be 3-5 weeks.
- OKDHS is responsible for publishing the production web intake links to a OKDHS selected website.
- OKDHS is responsible for creating, publishing and delivering any instructions or training content for users of the online assessment form.
- Changes to the scope or assumptions defined in this document could affect the quoted price.

P-Invoice No. OKG1598700917845



WellSky Human & Social Services Corporation  
11300 Switzer Road  
Overland Park, KS 66210

P-Invoice

Customer

Name	DEPARTMENT OF HUMAN SERVICES
Address	SEQUOYAH MEMORIAL OFFICE BLDG
	ATTN: TAMRYA NASH
	PO BOX 25352
	OKLAHOMA CITY, OK 73125-0352

Date	7/1/2020
Cust. No.	OKG15987
P.O. #	
Term	7/1/20-6/30/21

Qty	Description	Unit Price	Total
36	OMBUDSMAN HOSTING SUBSCRIPTION FEE	\$415.80	\$14,968.80
12	WELLSKY FOR OMBUDSMANAGER SITE LICENSE	\$1,155.00	\$13,860.00
	TERM: 7/1/20-6/30/21		
	These solutions, collectively, specifically configured for a statewide Long Term Care Ombudsman Program intended for state use with specific characteristics unique to the Oklahoma Aging Services Division and its regional Ombudsman Offices.		
	Per NASPO Master Agreement Number: AR3110		
SubTotal			\$28,828.80
TOTAL			\$28,828.80

Thank You For Your Business



P-Invoice No. OKG1598700OAAPM



WellSky Human & Social Services Corporation  
11300 Switzer Road  
Overland Park, KS 66210

P-Invoice

Customer

Name DEPARTMENT OF HUMAN SERVICES  
Address SEQUOYAH MEMORIAL OFFICE BLDG  
ATTN: TAMRYA NASH  
PO BOX 25352  
OKLAHOMA CITY, OK 73125-0352

Date 10/1/2020  
Cust. No. OKG15987  
P.O. #  
Term 10/1/20-9/30/21

Qty	Description	Unit Price	Total
200	OLDER AMERICANS ACT PROGRAM MANAGEMENT	\$997.50	\$199,500.00
200	HOSTING		\$0.00
200	MAINTENANCE		\$0.00
200	CUSTOMER SUPPORT		\$0.00
200	ONGING UPDATES/ENHANCEMENTS		\$0.00
200	MOBILE ASSESSMENTS LICENSE		\$0.00
1	ADVANCED REPORTING BASE LICENSE		\$0.00
3	ADVANCED REPORT WRITER LICENSE		\$0.00
5	ADVANCED REPORT RUNNER LICENSE		\$0.00
The above pricing is based on WellSky's NASPO ValuePoint Master Agreement (Agreement # AR3110) and corresponding NASPO Cloud Solutions Price List.			
SubTotal			\$199,500.00
TOTAL			\$199,500.00

Thank You For Your Business



# State of Oklahoma Department of Human Services, Aging Services Division

Statement of Work: Development of Ten Custom  
Reports

June 11, 2020

Contact: Anthony DeCarolis  
Email: [Anthony.decarolis@wellsky.com](mailto:Anthony.decarolis@wellsky.com)  
Phone: 703-657-1485

## Introduction

The Oklahoma Department of Human Services, Aging Services Division ("Client"), seeks technical services from WellSky Corporation ("WellSky") to create ten (10) custom reports for the Oklahoma AIMS Replacement Project implementation.

## Scope of Work

WellSky will develop, validate, and deploy the following custom reports:

**1. Overdue Assessments Report**

- a. Detailed specifications (02 Overdue Assessments Report v2) created by WellSky will be used to create this report.

**2. Sign In Sheet Report**

- a. Detailed specifications (03 Sign In Sheet Report Spec v2) created by WellSky will be used to create this report.

**3. Group Services with Estimated Participants**

- a. Detailed specifications (07 Group Services with Estimated Participants Spec) created by WellSky will be used to create this report.

**4. Monthly Meal Numbers by County and Site Report.**

- a. Detailed specifications (08 Monthly Meal Numbers by County and Site Spec) created by WellSky will be used to create this report.

**5. Monthly Activity Roster Report**

- a. Detailed specifications (09 Monthly Activity Roster Report Spec) created by WellSky will be used to create this report.

**6. Participants and Service Units by Activity Report**

- a. Detailed specifications (10 Participants and Service Units by Activity and Date Spec v2) created by WellSky will be used to create this report.

**7. Authorization Utilization by Participant Report**

- a. Detailed specifications (11 Authorization Utilization by Participant Report Spec) created by WellSky will be used to create this report.

**8. Participants with Plan Validation Failures**

- a. Detailed specifications (12 Participants with Plan Validation Failures Spec) created by WellSky will be used to create this report.

**9. AS 400 Data Entry from Area Plan Reimbursement Report**

- a. Detailed specifications (13 AS 400 Data Entry from Area Plan Reimbursement Spec) created by WellSky will be used to create this report.

**10. TBD (Yet to be identified)**

- a. Detailed specifications will need to be created and used by WellSky to create this report. Estimates will be resented for Client's convenience as requested.

**Tasks**

1. WellSky will utilize the approved report specifications to develop the identified custom reports.
2. WellSky will deploy the custom reports to the Client Sandbox environment for review.
3. Client will review and conduct validation testing.
4. Client will approve or reject the developed reports.
5. Upon Client approval of the reports, WellSky will deploy the custom reports to the Client's WellSky Human Services Live site (at time of AIMS Replacement Project Go Live).
6. Client will conduct acceptance testing in the Live site.

**Assumptions**

1. Level of effort and cost estimates are itemized by deliverable.
2. Client has approved all requirements/specifications documents referenced for the development of the custom reports or will approve them prior to starting work.
3. Changes to the requirements defined herein (as referenced) may result in additional effort and costs.
4. Upon production delivery of services and deliverables defined herein, Client will have up to ten business days to review and respond via email correspondence from the Client Project Manager (or proxy) to either accept or reject the deliverable.
5. If a deliverable is rejected, Client will provide details within the review period timeframe, identifying deficiencies against the requirements and requested remediation to qualify for acceptance.
6. A lack of acceptance or rejection response within the review period will constitute deliverable acceptance.

**Payment Terms**

All fees shall be billed on a time and materials basis, monthly as incurred.

## Pricing

Item #	Deliverable Description	Level of Effort Hours	Hourly Rate	Cost
1a	Overdue Assessments Report – Report Dev & QA	20	\$187.50	\$3,750.00
1b	Overdue Assessments Report – Project Management and Validation	4	\$187.50	\$750.00
2a	Sign In Sheet Report – Report Dev & QA	25	\$187.50	\$4,687.50
2b	Sign In Sheet Report – Project Management and Validation	5	\$187.50	\$937.50
3a	Group Services with Estimated Participants – Report Dev & QA	30	\$187.50	\$5,625.00
3b	Group Services with Estimated Participants – Project Management and Validation	6	\$187.50	\$1,125.00
4a	Monthly Meal Numbers by County and Site Report – Report Dev & QA	35	\$187.50	\$6,562.50
4b	Monthly Meal Numbers by County and Site Report – Project Management and Validation	7	\$187.50	\$1,312.50
5a	Monthly Activity Roster Report – Report Dev & QA	60	\$187.50	\$11,250.00
5b	Monthly Activity Roster Report – Project Management and Validation	12	\$187.50	\$2,250.00
6a	Participants and Service Units by Activity and Date Report – Report Dev & QA	35	\$187.50	\$6,562.50
6b	Participants and Service Units by Activity and Date Report – Project Management and Validation	7	\$187.50	\$1,312.50
7a	Authorization Utilization by Participant Report – Report Dev & QA	70	\$187.50	\$13,125.00
7b	Authorization Utilization by Participant Report – Project Management and Validation	14	\$187.50	\$2,625.00
8a	Participants with Plan Validation Failures – Report Dev & QA	40	\$187.50	\$7,500.00
8b	Participants with Plan Validation Failures – Project Management and Validation	8	\$187.50	\$1,500.00
9a	AS 400 Data Entry from Area Plan Reimbursement – Report Dev & QA	60	\$187.50	\$11,250.00
9b	AS 400 Data Entry from Area Plan Reimbursement – Project Management and Validation	12	\$187.50	\$2,250.00
10a	TBD – Report Dev & QA	40	\$187.50	\$7,500.00
10b	TBD – Project Management and Validation	8	\$187.50	\$1,500.00
	<b>Total</b>	<b>498</b>	<b>\$187.50</b>	<b>\$93,375.00</b>

The above pricing is based on WellSky's NASPO ValuePoint Master Agreement (Agreement # AR3110) and corresponding NASPO Cloud Solutions Price List.



# State of Oklahoma Department of Human Services, Aging Services Division

Statement of Work: Monthly Report Development  
Assistance

June 6, 2020

Contact: Anthony DeCarolis  
Email: [Anthony.decarolis@wellsky.com](mailto:Anthony.decarolis@wellsky.com)  
Phone: 703-657-1485

## Introduction

The Oklahoma Department of Human Services, Aging Services Division ("Client"), request WellSky provide ten (10) hours of technical services monthly for a period of twelve (12) months from WellSky Corporation ("WellSky"). The purpose of these hours is for WellSky report developers to assist Client's report developers in the ongoing creation of custom reports.

## Scope of Work

WellSky will provide consultation and labor in assisting Client's designated report developers with the ongoing development of custom reports.

## Assumptions

1. To maximize the amount of technical assistance Client receives from WellSky under this engagement, Client will provide written agendas and/or requests detailing the assistance being requested and otherwise make best efforts to prepare for consultation session with respect to report development assistance from WellSky.
2. All assistance will be provided by WellSky remotely via telephone and online meetings.
3. Hours under this professional services engagement must be used within twelve (12) months from effective date of a corresponding purchase order.
4. Any time spent by WellSky's Reporting team in meetings, planning, discussions, or actual technical changes to reports will be logged as professional services delivered against the monthly allotted hours.

## Payment Terms

Client agrees to pay the professional services fees on a Time and Materials basis and will be invoiced monthly, as incurred as follows:

Deliverable	Fees
10 hours of WellSky consultation and assistance with custom report development to be provided monthly at an hourly rate of \$187.50	Not to exceed \$22,500.00

The above pricing is based on WellSky's NASPO ValuePoint Master Agreement (Agreement # AR3110) and corresponding NASPO Cloud Solutions Price List.



# State of Oklahoma Department of Human Services, Aging Services Division

Statement of Work: WellSky Advanced Reporting  
Module Training and Consultation

July 24, 2020

Contact: Anthony DeCarolis  
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Phone: 703-657-1485



## Introduction

The Oklahoma Department of Human Services, Aging Services Division (“OKDHS”), request WellSky Corporation (“WellSky”) provide training and consultation services focused on use of the WellSky Advanced Reporting module.

## Scope of Work

WellSky Professional Services will work with the OKDHS to schedule and complete Advanced Reporting Training.

## Services

- Kick Off Call and Preparation for Training
- Data Schema Training
  - Up to 8 hours of remote training classes to be scheduled in 2-3-hour increments over a time period determined mutually between OKDHS and WellSky Professional Services.
- Up to 40 hours of One on One training to be utilized by OKDHS developer(s) who are tasked with writing reports based off of pre-existing Report Specifications.
  - One on One sessions will be scheduled in advance so WellSky and OKDHS team members can come prepared.
  - One on One sessions will not start until schema training is delivered.
  - OKDHS developer(s) will work on report development on their own ahead of any scheduled one on one sessions.
  - OKDHS developer(s) will send questions to WellSky in advance of scheduled sessions where possible so WellSky can come prepared.
  - OKDHS developer(s) will be responsible for creating and maintaining all reports built or reviewed as part of this training effort.

## Assumptions and Limitations

- All work included in this Order Form is to be completed remotely. If onsite time is required a change request will need to be approved.

**Payment Terms**

OKDHS agrees to pay the professional services fees on a Time and Materials basis and will be invoiced, monthly as incurred as follows:

Deliverable	Fees
48 hours of WellSky consultation, training, and assistance with the WellSky Advanced Reporting module to be provided at an hourly rate of \$187.50	Not to exceed \$9,000.00

The above pricing is based on WellSky's NASPO ValuePoint Master Agreement (Agreement # AR3110) and corresponding NASPO Cloud Solutions Price List.



# State of Oklahoma Department of Human Services

## Statement of Work: Implementation of WellSky Human Services for Elders Replacement Project

July 31, 2020

Contact: Anthony DeCarolis  
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## Table of Contents

<b>1. Executive Summary.....</b>	<b>4</b>
<b>2. Engagement Specifics.....</b>	<b>4</b>
2.1 Engagement Overview .....	4
2.2 Engagement Details .....	4
<b>3. Engagement Responsibilities.....</b>	<b>7</b>
3.1 WellSky Responsibilities.....	7
3.2 Client Responsibilities .....	7
<b>4. Methodology .....</b>	<b>8</b>
4.1 Plan Phase .....	9
4.2 Design Phase .....	10
4.3 Configure Phase .....	10
4.4 Deliver Phase.....	11
4.5 Go-Live Phase.....	11
<b>5. Project Timeline &amp; Resources.....</b>	<b>12</b>
5.1 Estimated Project Timeline .....	12
5.2 WellSky Project Team.....	12
5.3 Client Project Team .....	13
<b>6. Training and Documentation.....</b>	<b>14</b>
6.1 Training .....	14
6.2 Documentation .....	14
<b>7. Testing and Support .....</b>	<b>15</b>
7.1 System Integration Testing (SIT) Support.....	15
7.2 User Acceptance Testing (UAT) Support .....	15
7.3 Go-Live Support (GLS) .....	15
<b>8. Project Assumptions .....</b>	<b>16</b>
8.1 Project Delivery .....	16
8.2 Project Methodology .....	16



**9. Change Management..... 17**

    9.1 Changes to the SOW ..... 17

    9.2 Change Order Procedure ..... 17

**10. Proposed Pricing ..... 18**

## 1. Executive Summary

The mission of Oklahoma Department of Human Services, Aging Services Division (hereinafter “Client” or “Oklahoma DHS”) is to provide high quality and timely services to frail and elderly adults through a variety of programs in a variety of home and community based and nursing facility settings. Determining eligibility for these services is a critical part of Oklahoma DHS workflow. The following is a proposal for an engagement between WellSky Human & Social Services Corporation (“WellSky”) and Oklahoma DHS to augment the existing implementation of *WellSky Human Services* with the add-on *WellSky Eligibility Module* to support functions currently managed in the legacy Oklahoma ELDERS application.

## 2. Engagement Specifics

### 2.1 Engagement Overview

WellSky proposes to implement an eligibility determination module integrated with the existing implementation of the *WellSky Human Services* application to replace functions currently performed in the Oklahoma DHS ELDERS system. This eligibility determination workflow will likely entail modifications and additions to current Oklahoma DHS configuration and workflow, as well as enhancements to WellSky Human Services and a bi-directional interface to the Oklahoma Information Management System (IMS) used for determining financial eligibility for Medicaid Waivers.

### 2.2 Engagement Details

The following describes the scope of the project to automate eligibility-related workflow currently managed in the legacy Oklahoma ELDERS system into the existing Oklahoma DHS instance of *WellSky Human Services*.

**Case Management Workflow:** Oklahoma DHS will leverage standard case management and eligibility determination functionality. At a high level, it is anticipated that the workflow shall be as follows:

- Receipt and processing of new applications for services (e.g., Advantage Waiver, SPPC, nursing facilities, etc.), which will likely be done at the enrollment level in WellSky Human Services.
- The WellSky Eligibility Module shall calculate application due date based on Oklahoma DHS business logic.
- Nurses assigned to specific geographic regions shall be scheduled to complete applications/conduct assessments using the Worker Appointment Scheduler.
- Nurses shall manage their new application workload through a new “New Application” Queue that will be available in the My Work>My Management area.
- Medical eligibility determination will be conducted using custom indicators incorporated into the existing UCAT1 and UCAT3.



- The WellSky Eligibility Module shall calculate a recertification date based on Oklahoma DHS business logic. In addition, changes in condition shall trigger recertifications according to Oklahoma DHS business logic.
- Nurses assigned to specific geographic regions shall be scheduled to conduct recertification assessments using the Worker Appointment Scheduler.
- Nurses shall manage their recertification workload through a new “Recertification” Queue that will be available in the My Work>My Management area.
- New applications, recertifications shall trigger an interface to the Oklahoma Information Management System (IMS) to retrieve financial eligibility status. In addition, closures in WellSky Human Services shall trigger the transmission of closure data to IMS to ensure synchronization between systems.
- It is anticipated that these general eligibility determination functions will be seamlessly integrated into the current Oklahoma DHS case management workflow through a combination of revisions and additions.

**Financial Management Workflow:** No changes to existing financial management workflow are anticipated. Therefore, financial management workflow is not in scope for the proposed project.

**Provider Management Workflow:** No changes to existing provider management workflow are anticipated. Therefore, provider management workflow is not in scope for the proposed project.

**Interface:** WellSky Human Services will interface with the Oklahoma DHS Information Management System (IMS) where financial eligibility determination is conducted. The interface shall retrieve consumer financial eligibility status and send closure data to IMS based on designated trigger events.

**Artifacts:** Artifacts include assessments/forms, word merges, and workflow wizards and ticklers. WellSky proposes to deliver:

- Modifications to existing UCAT1 and UCAT3 assessments, if necessary
- Modifications to existing Workflow Wizards and/or Ticklers, and up to 10 new Workflow Wizards/Ticklers
- 10 new Word Merges

If additional artifacts are necessary, they can be added at no additional cost by Oklahoma DHS System Administrators trained in the use of *WellSky Human Services* configuration utilities, or by WellSky through a change request where additional costs may apply.

**Reports:** Oklahoma DHS will leverage standard reports and Advanced Reporting functionality, reusing/leveraging existing operational reports wherever possible. WellSky



proposes to deliver up to:

- 500 hours of Managed Reporting Services to facilitate the completion of the estimated 5-7 custom reports needed by Oklahoma DHS in support of eligibility processes. These reports have not been identified at this time, but shall be over the course of the project. Managed Reporting Services hours can be used for report design, development, or consultation with Oklahoma DHS Report Writers.

If additional custom reports are necessary, they can be added at no additional cost by Oklahoma DHS Report Writers trained in the use of *WellSky Advanced Reporting*, or by WellSky through a change request where additional costs may apply.

**Product Enhancements:** Oklahoma DHS will continue to leverage existing product functionality currently in use wherever possible. Known net new functionality to be provided by WellSky includes the following:

- The addition of custom workflow automation to calculate and save application and recertification due dates according to DHS business logic. In addition, an additional 50 hours of technical services work are included in this proposal to cover unanticipated custom workflow automation.
- The addition of up to three additional queues in the My Work>My Management area for the management of applications and recertifications. It is anticipated that one queue will sort new applications by Long-Term Care Nurse (LTCN) nurse based on applicant zip code. A second queue will sort new applications for review by the Area Nurse that supervises the LTCN. It is anticipated the third queue will display consumers requiring recertification by LTCN based on applicant zip code.
- Custom workflow automation to generate templated emails that can be automatically sent or edited and sent according to Oklahoma DHS business logic.
- Enhancement of the Worker Appointment Scheduler to allow filtering/sorting by the nursing facility with which a consumer is associated.
- Enhancement of the mobile assessment functionality to allow configurability of which existing assessments are downloaded for use in offline mode. The application is currently hard coded to download the last 5 assessments, which does not meet Oklahoma's business needs.
- Enhancement to the Consumer Portal to allow for documents to be electronically signed by credentialed consumers and/or caregivers.
- Addition of a configuration option to Consumer>Note>Recipients that will display a menu of only active workers associated with a consumer record as potential note recipients, rather than the entire universe of active workers in *WellSky Human Services*.

Please note that WellSky proposes to deliver the aforementioned enhancements in time for a 3/31/2021 with the exception of the enhancement to mobile assessment functionality and the enhancement to the Consumer Portal to allow for electronic signature which Oklahoma DHS and WellSky mutually agree can be delivered after the anticipated 3/31/2021 go live in accordance with the WellSky Human Services quarterly release



schedule.

WellSky proposes to accommodate several additional capabilities requested by Oklahoma DHS using existing functionality. These include:

- The need to transfer responses to items on one screen design to like fields on another instance of the screen design. This can be accommodated using existing functionality.
- The need to flag a case for safety issues. This can be accommodated using existing alert note functionality.
- The need to reassign caseloads of recertifications in bulk. This can be accommodated using the existing Caseload Utility.

**Data Migration/Conversion:** No Data Migration services are included in the scope of this project.

### 3. Engagement Responsibilities

#### 3.1 WellSky Responsibilities

WellSky Professional Services will be responsible for the following:

- Managing the project's scope, schedule, and budget while providing regular updates to Oklahoma DHS stakeholders as agreed to by the parties during the Plan phase of the project.
- Providing best practice solution recommendations.
- Working with Oklahoma DHS to configure the WellSky solution.
- Training Oklahoma DHS to enable system administration and use of the system as set forth in Section 6.1 below.
- Notifying Oklahoma DHS of any unforeseen project delays or changes to the project schedule as soon as reasonably possible.

#### 3.2 Client Responsibilities

This section details Oklahoma DHS's responsibilities regarding the execution of the project.

- Oklahoma DHS will assign a Project Manager to coordinate implementation and related activities (including across sites) and to act as a central point of contact with WellSky.
- Oklahoma DHS is responsible for communicating all timeline restrictions, deadlines, resource constraints and other requirements to the Project Schedule.
- Oklahoma DHS shall certify the Requirements Document meets the business requirements expressed by business process owners.



- Oklahoma DHS is responsible for providing applicable resources to complete tasks assigned in mutually agreeable time frames.
- Oklahoma DHS is responsible for developing and administering End User Training after Super User Training is completed by the WellSky team.
- Oklahoma DHS is responsible for creating test cases and completing and submitting a comprehensive testing plan to support required testing cycles that indicate WellSky resource expectations and resource requests.

#### 4. Methodology

- WellSky employs a tested project methodology, which promotes and encourages Client education, empowerment, and ultimately product independence.
- Each phase of the project has been specifically designed to provide Clients with tools and resources not only necessary to support a successful implementation, but to enable and empower Clients to support and expand their WellSky software solutions.
- Each project will consist of the following phases that will be used to benchmark implementation and project management activities through project completion.





## Plan

Initiation · Roles & responsibilities · Project charter · Project schedule  
Kick-off · Technical readiness · Design phase preparation · Training



## Design

Gather requirements · Document requirements  
Review requirements · Approve requirements



## Configure

Application · Interface(s) · Data migration  
Reports · System testing



## Deliver

**Validate:** Plan test activities · Application · Interface(s)  
Data conversion · Reports · Remediate issues  
**Training:** Plan training · Prepare training materials · End user training



## Go-Live

Plan deployment · Go-live · Go-live support  
Transition to support · Project closure

### 4.1 Plan Phase

During the Plan phase, WellSky's Professional Services team works with the client to confirm project scope, define the project schedule, and identify project resources. This phase requires Project Management, Information Technology, and Business Ownership resources. Client approval of the project scope and schedule is critical in this phase and is required in order to move to the Design phase to ensure all parties agree on the path forward.



### Tasks

- ☐ Verify project scope and goals
- ☐ Identify and assign project resources
- ☐ Approve project charter and schedule
- ☐ Perform technical review
- ☐ Conduct project kick-off
- ☐ Environment set-up
- ☐ Attend training (if applicable)

### Deliverables

- ☐ Project charter
- ☐ Project schedule
- ☐ Status reports and project status meetings
- ☐ Technical documentation

## 4.2 Design Phase

During the Design phase, the WellSky implementation consultant coordinates and leads design discussions based on best practices, while maintaining awareness of project scope. All solution requirements are documented through an iterative design and configuration process. If applicable, client resources are actively engaged in design discussions, screen mockup reviews, and the generation of requested deliverables prior to final design requirements approval. Design approval allows the project team to predict and create validation artifacts, as well as give key stakeholders a vision of the to-be solution.

### Tasks

- ☐ Define and document business and technical requirements
- ☐ Design and review solution components
- ☐ Approve solution design

### Deliverables

- ☐ Customer-provided artifacts
- ☐ Design documents
- ☐ Status reports and project status meetings

## 4.3 Configure Phase

During the Configure phase, the solution components are built and tested based on the design document details. The process may repeat during this phase as the initial configuration is finalized. During the configuration process, WellSky will perform system testing activities on the configured solution to ensure each setting functions as defined according to what is in the design documents. WellSky will perform a final round of system testing on the final configured solution to ensure all design components are addressed and functioning as defined prior to exiting the Configure phase. The Client assigns a System Administrator prior to the start of the Configure phase to allow for the knowledge transfer to begin.

Tasks	Deliverables
<ul style="list-style-type: none"><li>□ Review Design</li><li>□ Configure solution components</li><li>□ System testing</li></ul>	<ul style="list-style-type: none"><li>□ Status reports and project status meetings</li><li>□ Configured solution ready for validation</li></ul>

#### 4.4 Deliver Phase

During the Deliver phase, the system validation and training is completed. The team validates the solution and provides approval for training. Training will consist of train-the-trainer as well as end-user training if applicable.

Tasks	Deliverables
<ul style="list-style-type: none"><li>□ Complete validation testing</li><li>□ Conduct training</li><li>□ Finalize go-live plans</li><li>□ Approval</li></ul>	<ul style="list-style-type: none"><li>□ Go-Live Schedule</li><li>□ Status reports and project status meetings</li></ul>

#### 4.5 Go-Live Phase

The Go-Live phase follows the delivery of the finalized solution to production. The Client System Administrator plays a key role in initial support with WellSky resources providing the support and tools to allow for successful ongoing support of the solution. Our clients are encouraged to designate their system administrator as the first line of support during this phase, but Professional Services remains available as needed. Once all go-live tasks are completed, a formal transition to WellSky Client Support occurs.

Tasks	Deliverables
<input type="checkbox"/> Support go-live <input type="checkbox"/> Transition to WellSky Customer Support <input type="checkbox"/> Complete customer project survey <input type="checkbox"/> Project closure	<input type="checkbox"/> Live solution <input type="checkbox"/> WellSky Customer Support Guide <input type="checkbox"/> Customer project survey

## 5. Project Timeline & Resources

### 5.1 Estimated Project Timeline

The overall timeline for this engagement is approximately six months after execution of a contract. A high-level view of the timeline is reflected below to see the general order of events that will ensue upon approval. A detailed project plan with specific dates will be aligned by the WellSky team during the Plan Phase of the project to ensure all key activities fit within this high-level timeline.

		Project Timeline									
Month		1	2	3	4	5	6	7	8	9	10
Phase	Plan										
	Design										
	Configure										
	Deliver										
	Go-Live										
	Post Go-Live Support										

### 5.2 WellSky Project Team

WellSky will field a team of implementation experts, product experts, technical experts, and leadership resources to ensure the overall success of the engagement. Below is a list and short description of the team that will be involved over the duration of the WellSky project as defined in this Proposal:

- Executive Sponsor of Project
- Solution Architect/Product Management Lead
  - Define and refine WellSky Human Services Eligibility Module



- Implementation Project Manager
  - Ownership over the roll out and solution key steps
  - Management over key project resourcing and efforts
  - Project schedule and escalations
- Implementation Team Technical Lead
  - Deploy Base Software
  - Configure Application, Database and Report Servers as defined in Proposal
  - Administer Security & Certificates
- Implementation Team Interface Lead
  - Configure Interfaces
  - Provide QA and Testing
- Data Migration Technical Lead
  - Data Imports
  - Q&A and Report issues identified in import
- Implementation Consultant
  - Onsite training coordination and execution
  - Project coordination, configuration and questions
  - Testing & Go live Support

### 5.3 Client Project Team

The customer will assign key personnel to adequately staff the project and ensure overall success. WellSky estimates that the below resources will be needed as part of this engagement to cover key tasks during the project:

- Executive Sponsor
  - Key stakeholder for Client's operations
  - Serves as key decision maker for Client
- Project Manager – PMP (Recommended)
  - Ownership over client tasks within the Implementation Plan
  - Management over client resourcing and decisions
  - Project schedule and escalations
- Subject Matter Experts (Conversion Data)

- Provide insight and detail around data to be converted over to WellSky system
  - Provide cleansing and review on data prior to import of data to be imported
- Subject Matter Experts (Clinical & Process)
  - Provide expertise around current process and content
  - Review core processes and content in system, test, and validation
  - Validate and approve completeness of system prior to Go Live
- Client Administrator
  - Own system functionality and maintenance post Go Live
  - Provide first line of technical support and triage post Go Live
  - Serve as key technical interface into the WellSky support service

## 6. Training and Documentation

### 6.1 Training

The WellSky project methodology reinforces user independence for testing, training, and support of implemented solutions. The WellSky Professional Services team will conduct training during the delivery of the project.

- WellSky employs a train-the-trainer approach that focuses on super users that will be responsible for User Acceptance Testing phases and end-user training. This approach enables WellSky resources to provide detailed training for each solution and empowers the Client to learn and support the solutions themselves.
- Includes up to one (1) instance(s) of training for four (4) days for up to twenty (20) Client resources per solution that are considered system analysts, super users, power users, or similar. Training is typically conducted in a classroom setting, with available workstations and projector.

### 6.2 Documentation

- WellSky will provide access to the WellSky Client Portal, which provides a wide range of services and information including an online knowledgebase, product news, discussion groups, downloads, and product documentation such as system and server administration guides.
- WellSky will provide solution training documentation in the form of quick start guides, or training manuals that cover high-level end user roles and responsibilities as part of the overall solutions identified above.
- All training documentation will be provided to Client in a modifiable format.





- Following the conclusion of application testing and delivery of training documentation, WellSky will not be responsible for any additional updates or modifications to training documentation.
- Custom documentation, such as end-user training documentation, implies additional Professional Services and is not included within the scope of this solution. Additional services for custom documentation may be quoted per solutions during the project and will be presented to Client in the form of a scope change.
- Client will possess the final version of the Requirements Document to provide documentation of the implemented solution(s) with explanations of workflow, configuration settings and business processes.

## 7. Testing and Support

### 7.1 System Integration Testing (SIT) Support

- WellSky will provide remote support for up to four (4) weeks of SIT over for each interface included in scope. Client would need to report any issues during this timeframe when interfaces are made available by WellSky.
- Additional support for SIT implies additional services and is not included within the scope of this Proposal.
- SIT activities are defined and documented prior to the start of solution delivery.
- The SIT phase is performed and driven by the Client.

### 7.2 User Acceptance Testing (UAT) Support

- WellSky will provide remote/onsite support for up to four (4) days of UAT over one (1) weeks.
- Additional support for UAT implies additional services and is not included within the scope of this Proposal.
- UAT activities are defined and documented prior to the start of solution delivery.
- The UAT phase is performed and driven by the Client.

### 7.3 Go-Live Support (GLS)

- WellSky will provide remote GLS for up to four (4) weeks for one (1) Go-Live over one (1) month.
- Additional support for GLS implies additional services and are not included within the scope of this Proposal.
- GLS activities include technical knowledge transfer post Go-Live, problem resolution, configuration refinement and efficiency improvement.

- WellSky requires that Client provide a comprehensive GLS Plan that will be shared with all departments and support staff that will be involved in each Go-Live. This plan will identify the appropriate Client channels for issue resolution or escalation. Client will provide the first levels of GLS to encourage solution independence and knowledge, but issue escalation paths will include WellSky resources.

## 8. Project Assumptions

The below assumptions relate to all solutions included in this Proposal and will be of particular interest to business process owners and the Oklahoma DHS project team.

### 8.1 Project Delivery

- Solution will be deployed at a single geographical location as defined by Oklahoma DHS. Deployment of WellSky resources at additional locations is not included in scope. WellSky may provide an estimate for additional services or Oklahoma DHS may implement the solution independently.
- Oklahoma DHS data will be reportable in an instance of WellSky Advanced Reporting.
- In case of integration with other applications, WellSky assumes the Oklahoma DHS applications with which the solution is integrating are in production and not in a state of flux (ex. application upgrades, system migrations, etc.). Post-implementation changes to Oklahoma DHS applications or interface requirements requiring changes to WellSky interfaces shall entail additional cost.
- Software and services not outlined above that are necessary to satisfy business requirements not yet discovered are excluded from scope.

### 8.2 Project Methodology

- The WellSky project manager is responsible for development of the Project Charter and Project Schedule, as well as providing updates to the Oklahoma DHS project team.
- The schedule and project effort detailed in the Project Charter must be accepted by Oklahoma DHS before configuration work begins. Any change requested by Oklahoma DHS to the schedule or to the scope will be estimated and itemized in a Change Request that will identify the incremental cost.
- WellSky project manager will be responsible for creating a project schedule during the Plan phase, outlining the timeline for specific events and milestones of the project. The Project Schedule will include tentative dates for delivery.

- WellSky will document design meeting minutes and identify outstanding issues and/or decisions.
- WellSky will provide best practice recommendations and document all requirements in the Requirements Document.
- After Oklahoma DHS has approved the Requirements Document, all subsequent changes or additions to scope mutually agreed upon in the Requirements Document will be addressed through a Change Request and the effect of these changes on the agreed schedule will need to be evaluated.
- Once Oklahoma DHS sign-off on the Requirements Document has been received, the delivery resources shall be confirmed. It is possible due to resource availability at the time of assignment that delivery dates may adjust slightly forward or backward from the original plan.
- The standard project estimate presupposes that project status meetings will be conducted no more frequently than weekly. A scope change may be presented if more frequent status meetings are requested.
- During the Plan phase of the project, the WellSky project manager will work with Oklahoma DHS to identify specific requirements that will determine successful project completion and closure.
- The scope defined in this Proposal assumes that WellSky adheres to its standard project methodology and that all project management artifacts are assumed to follow WellSky's standards. It is understood that deviation from these standards upon request from the Oklahoma DHS may result in an adjustment of the estimated level of effort.

## 9. Change Management

### 9.1 Changes to the SOW

Either party may elect to submit written Change Requests to the other party proposing changes to the executed Statement of Work ("SOW") upon approval by both parties. All changes to the requirements and SOW will be made using agreed-to project change control procedures.

### 9.2 Change Order Procedure

If either of the parties wishes to alter the approved Design Document, or the SOW, the person who request the change (the "Originator") will forward to the other party (the "Recipient") a Change Order, which will include the following:

- Project identification
- Originator's name and title

- The date of the Change Order
- Priority level of the request as either Priority 1 (Urgent) or Priority 2 (Ordinary)
- A description of the proposed change
- The reason for the proposed change

## 10. Proposed Pricing

The following proposed pricing assumes a 10/1/2020 project start date, and a go live by 3/31/2021. Consequently, the \$300,000 first year cloud services fee is prorated to cover usage for the last three months of the fiscal year. Cloud service fees for years 2 and 3 reflect annual 3% increases.

<b>Cloud Services Fees:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Eligibility Module <ul style="list-style-type: none"> <li>Includes annual subscription to module, hosting services, disaster recovery, and WellSky Client Support</li> </ul>	\$75,000.00	\$309,000.00	\$318,270.00
<b>Total Annual Cloud Services Fees</b>	<b>\$75,000.00</b>	<b>\$309,000.00</b>	<b>\$318,270.00</b>
<b>Professional Services:</b>			
One Time Implementation Fee	\$345,000.00	N/A	N/A
Managed Reporting Services <ul style="list-style-type: none"> <li>500 hours at \$187.50/hour</li> </ul>	\$93,750.00	N/A	N/A
Technical Services <ul style="list-style-type: none"> <li>50 hours at \$187.50/hour for miscellaneous workflow automation</li> </ul>	\$9,375.00	N/A	N/A

Interface Assurance Services	\$5,000.00	\$15,000.00	\$15,000.00
<b>TOTAL ORDER FORM COST</b>	<b>\$528,125.00</b>	<b>\$324,000.00</b>	<b>\$333,270.00</b>

The above pricing is based on WellSky's NASPO ValuePoint Master Agreement (Agreement # AR3110) and corresponding NASPO Cloud Solutions Price List.

## 11. Payment Terms

- **One-time implementation services fees** will be invoiced per the table below:

Deliverable	Percent of Implementation Services Fees Due
Delivery of requirements documentation	50%
Deployment of solution to production	50%

- **Annual Cloud Services fee** will be prorated to reflect the term from first productive use to June 30, 2021. The annual subscription fee will be due on the effective date and annually thereafter. The Cloud Services fee will be included in OKDHS' annual Cloud Services invoice starting July 1, 2021 going forward. This annual fee will be subject to an annual price increase as set forth in the table in Section 10 of this statement of work.











# EXECUTION VERSION Wellsky DHS NASPO PA w Attach

Final Audit Report

2020-09-30

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