

**CONTRACT #4  
RFS # 343.49-45215  
Edison # Pending**

**Department of Health  
Communicable and  
Environmental Disease and  
Emergency Preparedness**

**VENDOR:  
Global Secure Systems  
Corporation**



STATE OF TENNESSEE  
DEPARTMENT OF HEALTH

JOHN J. DREYZEHNER, MD, MPH  
COMMISSIONER

BILL HASLAM  
GOVERNOR

June 6, 2014

Mr. Lucian Geise, Director  
Fiscal Review Committee  
320 Sixth Avenue North, 8<sup>th</sup> Floor  
Nashville, TN 37243

Mr. Mike Perry, Chief Procurement Office  
Department of General Services  
Tennessee Tower, Third Floor  
Nashville, TN 37243

Dear Director Geise and CPO Perry,

This request is for approval to execute a contract with Global Secure Systems Corporation (RFS# 34349-45215) to maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection.

Global Secure System Corporation was chosen to maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection. Global Secure Systems Corporation – has been supporting the maintenance services as a business since 2001 and specifically since August 11, 2004 for Tennessee Department of Health (TDH). Global Secure Systems Corporation provides these services for 23 states and large metropolitan areas and has a proven success record with these states and TDH.

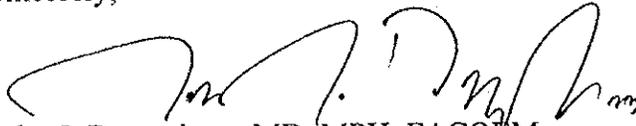
This contract will be for continuity of services offered on the current contract with Global Secure that expires August 9, 2014. With this contract, alerts can be made through the Tennessee Health Alert Network (TNHAN) which can include state, local, regional and metropolitan health departments, emergency management agencies, emergency medical service providers, hospitals, pharmacies, medical laboratories, and other medical industry organizations in the event of statewide emergencies.

Mr. Lucian Geise  
Mr. Mike Perry  
June 6, 2014  
Page 2

This service is needed in order to maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection.

We appreciate your consideration of our request for approval to proceed with this non-competitive sole source contract request.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Dreyzehner", written over a horizontal line.

John J. Dreyzehner, MD, MPH, FACOEM  
Commissioner

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Tracey Davis	*Contact Phone:	(615)532-8496
*Presenter's name(s):	Paul Peterson, Eugene Neubert		
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>	34349-45215
*Original or Proposed Contract Begin Date:	08/10/14	*Current or Proposed End Date:	06/30/16
Current Request Amendment Number: <i>(if applicable)</i>	N/A		
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A		
*Department Submitting:	Department of Health		
*Division:	Communicable and Environmental Disease and Emergency Preparedness		
*Date Submitted:	June 6, 2014		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	N/A		
*Contract Vendor Name:	Global Secure Systems Corporation		
*Current or Proposed Maximum Liability:	\$324,651.00		
*Estimated Total Spend for Commodities:	\$324,651.00		
<b>*Current or Proposed Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2015	FY: 2016	FY:	FY:
\$171,627	\$153,024		
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from Edison)</i>			
FY:	FY:	FY:	FY:
\$	\$	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>	N/A		
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>	N/A		
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding</b>	N/A		

Supplemental Documentation Required for  
Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:		Federal:	\$324,651.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		N/A	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$324,651.00, No comparison was done to determine pricing; the vendor is sole source for this service.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		This is a sole source procurement, no other vendors were identified, the service has been documented as being unique and available from only one source, Global Secure. Also, service is interchangeable and compatible with in-place services. See attached sole source letter.	



GLOBALSECURE SYSTEMS™  
ONE FOCUS. ONE RESULT.

February 24, 2014

Lisa Sinor, Contracts Coordinator  
Emergency Preparedness Program  
Tennessee Department of Health  
3<sup>rd</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway, CEDEP  
Nashville, TN 37243

RE: Contract #FA1029394 Amendment

Dear Ms. Sinor,

The State of Tennessee, Department of Health utilizes the CORES Responder Management System (RMS) and Response Manager systems to provide the Tennessee Volunteer Management System and Tennessee Health Alert Network, respectively. CORES RMS, Response Manager, and their associated services are proprietary solutions that are exclusively owned by Global Secure Systems Corporation (GSS).

CORES RMS ensures readily-available, verifiable, and up-to-date information regarding a responder's identity, licenses, credential verification status, and employment status. Response Manager allows for the mass dissemination of critical health information between health organizations during emergencies.

GSS is the sole provider of CORES RMS and the Response Manager software. No other vendor offers these services or support. As such, GSS is uniquely and solely qualified to provide the TN Volunteer Mobilizer System, Tennessee Health Alert Network, and their related services.

GSS is the only source for the purchase of CORES RMS and Response Manager. There are no reseller agreements in place with other providers. GSS continues to be the sole provider and support for these web-based applications, and 24/7 application support is provided directly by GSS employees.

Sincerely,

Doug Havron  
Director, Public Health Solutions

# Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

<b>APPROVED</b>	<b>APPROVED</b>
<b>CHIEF PROCUREMENT OFFICER</b>	<b>COMPTROLLER OF THE TREASURY</b>
<b>DATE</b>	<b>DATE</b>

Request Tracking #	34349-45215
1. Contracting Agency	Tennessee Department of Health(TDH)
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input checked="" type="checkbox"/> <u>Other non-competitive</u>
3. Requestor Contact Information	Tracey Davis, <a href="mailto:tracey.davis@tn.gov">tracey.davis@tn.gov</a> (615) 532-8496
4. Brief Goods or Services Caption	To maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection.
5. Description of the Goods or Services to be Acquired	Integrated information and communications system maintenance and upgrade.
6. Proposed Contractor	Global Secure Systems Corporation
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Doug Shamon, CEO Global Secure Systems Corporation 135 South 84th Street, Suite 150 Milwaukee, WI 53214 Email Address: <a href="mailto:meredith.clark@intermedix.com">meredith.clark@intermedix.com</a> Telephone # (414) 721-9713 FAX # (414) 721-9613

<b>Request Tracking #</b>	<b>34349-45215</b>
<b>8. Proposed Contract Period – with ALL options to extend exercised</b> <i>The proposed contract start date shall follow the approval date of this request.</i>	23 months
<b>9. Office for Information Resources Pre-Approval Endorsement Request</b> <i>– information technology (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>10. eHealth Pre-Approval Endorsement Request</b> <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>11. Human Resources Pre-Approval Endorsement Request</b> <i>– state employee training</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
<b>13. Maximum Contract Cost – with ALL options to extend exercised</b>	\$783,723.00
<b>14. Was there an initial government estimate? If so, what amount?</b>	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$783,723.00
<b>15. Cost Determination Used- How did agency arrive at the estimate of expected costs?</b>	This contract will be for continuity of services offered on the current contract with Global Secure that expires August 9, 2014. The dollar figures evolve from services offered on that contract plus a new badging module for Tennessee Volunteer Mobilizer (TNVM) in the amount of \$35,000.
<b>16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable</b>	The vendor is sole source for this unique service. With that determination, no comparison was done to determine pricing.
<b>17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.</b>	The communications with GSS was via email.
<b>18. Explanation of Need for or requirement placed on the State to acquire the goods or services</b>	The requirement placed on the State to acquire the goods or services is to maintain and upgrade when necessary the system that is currently in place which automates certain data capture functions that are especially labor intensive and are critical in responses to public health emergencies.

<b>Request Tracking #</b>	<b>34349-45215</b>
<b>19. Proposed contract impact on current State operations</b>	<p>With this contract, alerts can be made through the Tennessee Health Alert Network (TNHAN) which can include state, local, regional and metropolitan health departments, emergency management agencies, emergency medical service providers, hospitals, pharmacies, medical laboratories, and other medical industry organizations in the event of statewide emergencies. This contract is needed in order to maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection. Global Secure Systems Corporation has been supporting the maintenance services as a business since 2001 and specifically since August 11, 2004 for TDH. Global Secure Systems Corporation provides these services for 23 states and large metropolitan areas.</p>

Request Tracking #	34349-45215
<p>20. <b>Justification</b> – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>This is an extension of the current contract for systems' maintenance and support, which are already being utilized by State Public Health Emergency Preparedness. This vendor is the sole source for providing this contracted service for their proprietary applications. Global Secure Systems Corporation is the only vendor that can provide services as stated. Global Secure Systems Corporation is the only viable option for TDH, since they are the only vendor available that: meets registration requirements, provides integrated alerting via the Health Alert Network, supports TDH installation on our own infrastructure, makes use of our already significant investment in infrastructure, hardware, data stewardship, people, training, allows us to maintain the already 30,000 plus volunteers registered and, has the client base to remain viable.</p> <p>The State would incur significant additional costs because we would have to purchase an entirely new system through an RFP and would have all of the up-front costs for the hardware and software with a different vendor. Continuing these critical emergency notification services with Global Secure Systems Corporation will save the State those costs, and is a better utilization of our federal funding. There are literally no alternatives for ongoing maintenance services other than to purchase them from Global Secure Systems Corporation. No other organization or entity has access to the software code of Response Manager or Volunteer Mobilize. As a result, no other entity has any knowledge or experience in providing such services, nor is there any reason to expect that an alternative will arise in the foreseeable future. This vendor has been working with the State to meet federal ESAR-VHP compliance deadlines which, if not met, will result in progressively increasing budget cuts in federal funding.</p>
<b>For No Cost and Revenue Contracts Only</b>	
<p>21. What costs will the State incur as a result of this contract? If any, please explain.</p>	n/a
<p>22. What is the total estimated revenue that the State would receive as a result of this contract?</p>	n/a

Request Tracking #	34349-45215
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	n/a
<b>For Sole Source and Proprietary Procurements Only</b>	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	The requirement placed on the State to acquire the goods or services is to maintain and upgrade when necessary the system that is currently in place which automates certain data capture functions that are especially labor intensive and are critical in responses to public health emergencies.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	The current contract with Global Secure Systems Corporation has been in place since 08/11/2009.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Request for Proposal Name/Address: Global Secure Systems Corporation, 135 South 84th Street, Suite 150 Milwaukee, WI 53214
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	This vendor was chosen to maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection. Global Secure Systems Corporation – has been supporting the maintenance services as a business since 2001 and specifically since August 11, 2004 for Tennessee Department of Health (TDH). Global Secure Systems Corporation provides these services for 23 states and large metropolitan areas and has a proven success record with these states and TDH.
<b>Signature Required for all Special Contract Requests</b>	

Request Tracking #	34349-45215
<b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i>	
	
Signature:	Date: 10 June 14



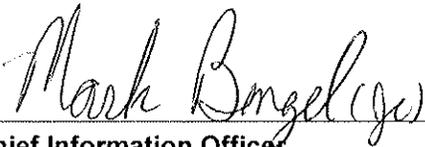
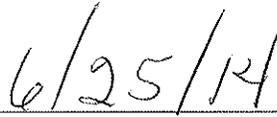
## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Contracts  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Carole Sumner, ITSD Administrative Services  
E-mail : [carole.sumner@tn.gov](mailto:carole.sumner@tn.gov)

**DATE :** June 12, 2014

**RE :** Request for OIR Pre-Approval Endorsement

<b>Applicable RFS #</b> 34349-45215
<b>OIR Endorsement Signature &amp; Date:</b>
 
<b>Chief Information Officer</b>
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	Department of Health
<b>Agency Contact</b> (name, phone, e-mail)	<b>Tracey Davis, (615)532-8496, <a href="mailto:tracey.davis@tn.gov">tracey.davis@tn.gov</a></b>
<b>Attachments Supporting Request</b> (mark all applicable)	
<p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</p>	
<input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	
<b>Information Systems Plan (ISP) Project Applicability</b>	

**Applicable RFS #** 34349-45215

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Mike Newman, ITSD Director

Applicable – Approved ISP Project#

Not Applicable

**Subject Information Technology Service Description**

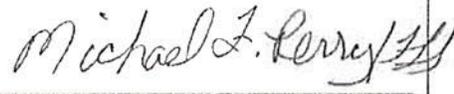
Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

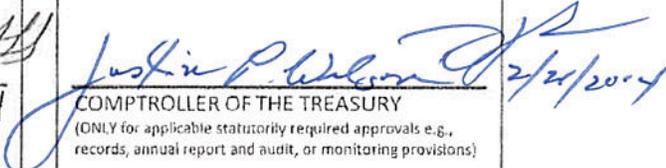
Integrated information and communication system for Statewide Bioterrorism Preparedness protection to the Tennessee Health Alert Network.

cy14-3217

# Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

APPROVED  
  
 CHIEF PROCUREMENT OFFICER 2-19-14  
 (Required for all Rule Exception Requests)

APPROVED  
  
 COMPTROLLER OF THE TREASURY  
 (ONLY for applicable statutory required approvals e.g., records, annual report and audit, or monitoring provisions)

Request Tracking #	31701-03099
1. Contract #	See Edison # on the attached contact
2. Goods or Services Caption	See Section A of the attached contract
3. Contractor	See preamble of the attached contract
4. Contract Period (with ALL options to extend exercised)	Per Section B of the attached contract
5. Contract Maximum Liability (with ALL options to extend exercised)	Per Section C of the attached contract
6. Rule(s) (for which the exception is requested)  Please include citation and written explanation of Rule(s) to be excepted.	<p>Additional clause for Section E:</p> <p>Optional - Section E. <u>Security Audit</u> The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <a href="http://www.tn.gov/finance/oir/security/secpolicy.html">http://www.tn.gov/finance/oir/security/secpolicy.html</a>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.</p> <p>A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.</p> <p>Contractor shall provide reports or additional information upon request of the state and access by the State or the</p>

	<p>State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.</p>
<p>7. Explanation of Rule Exception Requested</p>	<p>New clause required by OIR Security</p>
<p>8. Justification</p>	<p>Language provides the State with the right to audit security measures to ensure contractor has appropriately secured State data and systems.</p>
<p>Agency Head Signature and Date (contracting agency head or authorized signatory)</p> <p><i>Larry B. Martin</i></p>	



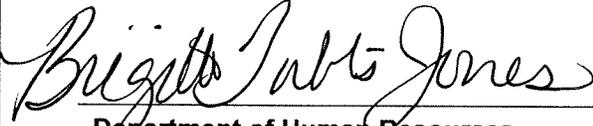
## HR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Brigitte Tubbs-Jones, Employment Law Counsel  
Department of Human Resources  
E-mail : DOHR.Contracts@tn.gov

**FROM :** Tracey Davis  
E-mail : tracey.davis@tn.gov

**DATE :** ~~August 6, 2014~~ 6/26/14

**RE :** Request for Human Resources Pre-Approval Endorsement

<b>Applicable RFS #</b>	<b>34349-45215</b>
<b>Human Resources Endorsement Signature &amp; Date:</b>	
 	
Department of Human Resources	

Department of Human Resources (HR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with an individual; contracts that involve training State employees (except training pursuant to an information technology system procurement); or services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*). This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	Department of Health
<b>Agency Contact</b> (name, phone, e-mail)	
<b>Attachments Supporting Request</b> (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed contract or amendment	
<b>Subject HR Service Description</b> (Brief summary of HR services involved. As applicable, identify the contract and solicitation sections related to the HR services.)	
<p>The Contractor will provide WebEx training if there are new Tennessee Volunteer Mobilizer enhancements or modules during the contract period. It will be web based; Global Secure will not come on-site to provide the training. See contract section A.5.d.2.</p>	



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> August 10, 2014		<b>End Date</b> June 30, 2016		<b>Agency Tracking #</b> 34349-45215		<b>Edison Record ID</b>	
<b>Contractor Legal Entity Name</b> Global Secure Systems Corporation						<b>Edison Vendor ID</b> 68279	
<b>Service Caption</b> (one line only) To maintain and upgrade the integrated information and communications system currently in place for Statewide Emergency Preparedness protection.							
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor				<b>CFDA #</b> 93.069			
<b>Funding —</b>							
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2015		\$176,627.00			\$171,627.00		
2016		\$153,024.00			\$153,024.00		
<b>TOTAL:</b>		<b>\$324,651.00</b>			<b>\$324,651.00</b>		
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
<b>Ownership/Control</b>							
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:							
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)							
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.					
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.					
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.					
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.					
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE - FA</i>			
<b>Speed Chart</b> (optional) HL00012174		<b>Account Code</b> (optional) 70899000					

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
GLOBAL SECURE SYSTEMS CORPORATION**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Global Secure Systems Corporation, hereinafter referred to as the "Contractor," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation  
Contractor Place of Incorporation or Organization: Milwaukee, Wisconsin  
Contractor Edison Registration ID # 68279

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Service Definitions.

- a. "ASPR" means Assistant Secretary for Preparedness and Response;
- b. "CDC" means Centers for Disease Control and Prevention;
- c. "EMS" means Emergency Medical Services;
- d. "EP" means Emergency Preparedness;
- e. "ESAR-VHP" means Emergency System for the Advanced Registration of Volunteer Health Professionals;
- f. "HHS" means Health and Human Services;
- g. "Interfaces/Data Feeds" means data feeds or messages are a string of bytes that is meaningful to the applications that use it. Messages are used to transfer information from one application program to another;
- h. "ODBC" means Open Database Connectivity;
- i. "PCA" means Partners Communication Alerting;
- j. "PHIN" means Public Health Information Network;
- k. "RBS" means Regulatory Board System;
- l. "SaaS" means Software as a Service;
- m. "SLA" means Support and Service Level Agreement;
- n. "TDH" means Tennessee Department of Health;
- o. "TNHAN" means Tennessee Health Alert Network;
- p. "TNVM" means Tennessee Volunteer Mobilizer.

## PROPOSED CONTRACT

- A.3. Service Goals. The Contractor shall maintain and upgrade when necessary the system that is currently in place which automates certain data capture functions that are especially labor intensive and are critical in responses to public health emergencies. The State will have read access to the database. Pursuant to 45 C.F.R. § 74, the EP Program is funded with federal money and is administered at the federal level by HHS, at the state level by the State agency.
- A.4. Service Recipients. Participants of TNHAN may include state, local, regional and metropolitan health departments, emergency management agencies, emergency medical service providers, hospitals, pharmacies, medical laboratories, and other medical industry organizations. Participants of TNVM may include state, local, regional and metropolitan health departments, emergency management agencies, emergency medical service providers, hospitals, pharmacies, medical laboratories, other medical industry organizations, individuals that may want to volunteer, and community and/or non-profit organizations.
- A.5. Service Description. The Contractor shall maintain and update the TNVM and TNHAN systems that are in place as follows (Milestone 1):
- a. TNVM is provided by the Contractor as a SaaS system that is entirely maintained and enhanced by the Contractor. The Contractor maintains the hardware infrastructure within their own secure tier 3 data center. The Contractor shall ensure continued support of TNVM by maintaining their infrastructure, and providing unlimited vendor software licensure for public health responders and volunteers. The TDH shall be provided access to the data and this can be accomplished by creating views of all the data. The views must be continually updated and the State must have access to them. The Contractor shall provide the State with twenty-four (24) hour a day, seven (7) day a week, except for scheduled downtime to the TNVM data as stated below:
    1. The Contractor shall maintain TNVM existing reporting tools as a means for data extraction;
    2. The Contractor shall ensure a method for secure data transfer exists in the event an emergency situation occurs during scheduled downtime or when system reporting tools are not functional.
  - b. For TNHAN, the Contractor shall provide twenty-four (24) hour a day, seven (7) day a week operations and maintenance support, and coordination with the State's Data Center. The Contractor shall continue to work in conjunction with the State's data center to ensure system integrity for the TNHAN application and all necessary support services running on the State's servers.
  - c. For TNVM, the Contractor shall provide Contractor developed system testing (disaster recovery, third party penetration testing) and exercises; provide documentation which validates customer participation in system failover tests, exercises or penetration tests conducted; and maintain 99.959% availability of uptime on system.
    1. By June 30th, 2016, provide opportunities for the State to participate in Contractor supported exercises to document results and validate system modules continue meeting ASPR requirements.
  - d. Requirements for system change enhancement notifications:
    1. Provide written documentation for any new system modules or enhancements, which can be used as informational tools by the State for Statewide system Administrators; and
    2. Provide WebEx training and written procedures for new TNVM enhancements or modules, to fully demonstrate their capabilities and system impact to users and administrators.

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e. Provide Badging templates:

1. (Milestone 2) By August 15<sup>th</sup>, 2014 provide the badging module in TNVM and provide integrated ongoing support of any maintenance issues which occur regarding this module; and
2. (Milestone 3) By August 15<sup>th</sup>, 2014 add in four (4) additional badging templates.

A.6. Maintain an integrated information and communication system that provides:

For TNVM, capacity to alert eighteen thousand (18,000) volunteers in twelve (12) hours. This must include recording responses for alerting and a reporting system for tracking State reported issues.

A.7. The Contractor shall meet the Directory Exchange located at: [http://www.cdc.gov/phn/library/guides/PHIN\\_DirExchange\\_Implementation\\_Guide\\_v1\\_0.pdf](http://www.cdc.gov/phn/library/guides/PHIN_DirExchange_Implementation_Guide_v1_0.pdf) and ASPR ESAR-VHP requirements (Attachment 2).

By providing on-going twenty-four (24) hour a day, seven (7) day a week system technical support, and on-going support for investigation and debugging of software problems for both TNHAN and TNVM via telephone or email. At a minimum, ensure all vendor introduced software upgrades provide for a fully operational TNVM that meets the on-going alerting needs of the State at primary and secondary sites; and by ensuring that TNVM meets ESAR-VHP requirements based on ASPR timeframes and guidelines.

A.8. Service Reporting. At a minimum the Contractor shall:

- a. Be held to all documented processes and times which are detailed in the "Support and Service Level Agreement." (Attachment 3);
- b. Evaluate any issue caused by updates, enhancements or maintenance and escalate to a SLA Tier 1 level, where appropriate. Vendor reserves the right to downgrade issues which do not meet SLA Tier 1;
- c. Provide definitive and timely documentation in regard to:
  1. System enhancements, or
  2. Software issues (bugs), or
  3. Software patch, or
  4. System upgrade, or
  5. BETA testing prior to production, or
  6. Maintenance.

A.9. Service Deliverables. The date of a communication from the Contractor to the State announcing that a software change has been delivered.

Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
Provide the State with twenty-four (24) hour a day, seven (7) day a week access, except for scheduled downtime, to the TNVM data as stated below: 1. Develop a process to extract	A.5.a.	On-going	Emergency Preparedness Program	Comma Separated Value (CSV) or Microsoft Excel

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Deliverable	Contract Section	Delivery Date	Due to Whom	Requested Format
TNVM data in the event of emergency, during scheduled downtime or inaccessibility to TNVM.				
For TNVM, the Contractor shall provide records of network integrity and security testing to validate their 99.959% network availability of uptime on system.	A.5.c.	Within a 30 day period of network integrity testing conclusion.	Emergency Preparedness Program	Phone and Email
Maintain an integrated information and communication system that provides: a. For TNVM, capacity to alert eighteen thousand (18,000) volunteers in twelve (12) hours via all available system alerting modalities.	A.6.	On-going from project start to contract conclusion	Emergency Preparedness Program	Reportable via Contractor ticket tracking system or TNVM system reporting tools.
Clearly define problems encountered along with problem resolution, best practices, new version documentation, and product deliverable dates through written documentation provided by email distribution, phone, or the Contractor ticket tracking system.  1. System enhancements, or 2. Software issues (bugs), or 3. Software patch, or 4. System upgrade, or 5. BETA testing prior to production, or release.	A.8.c.1, 2, 3, 4, and 5.	On-going after project initiation through contract conclusion	Emergency Preparedness Program	Email, phone or Contractor ticket tracking system

A.10. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.

A.11. The State:

- a. May request modifications and enhancements to the software using the “Modification and Enhancement Process” as defined. All such modifications and enhancements will be developed consistent with and will operate with the existing software at no loss of function to the existing software.
- b. Shall test modifications and enhancements within thirty (30) days of the later of delivery or notice of delivery. If the delivery of the software is not contested within those thirty (30) days, it will be deemed delivery for purpose of payment of invoice.

**B. CONTRACT PERIOD:**

B.1. This Contract shall be effective for the period beginning August 10, 2014, and ending on June 30, 2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

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B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Twenty Four Thousand Six Hundred Fifty One (\$324,651.00). The payment rates in section C.3. shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
Ensure software maintenance, technical support, & software upgrades to TNHAN \$12,752 per month from 08/10/14 through 06/30/16. (To be paid in pro-rated, quarterly amounts in arrears) (Milestone 1)	\$288,771.00
By August 15 <sup>th</sup> , 2014 provide the badging module in TNVM and provide integrated ongoing support of any maintenance issues which occur regarding this module. (Milestone 2)	\$ 35,000.00
By August 15 <sup>th</sup> , 2014 add in 4 additional badging templates, which have been already been submitted to the Contractor. See attachment 4. (Milestone 3)	\$880.00

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

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C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Paul Petersen, Pharm.D., EP Director  
Emergency Preparedness Program  
Tennessee Department of Health  
Communicable and Environmental Disease and Emergency Preparedness (CEDEP)  
3<sup>rd</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Email Address: Health.EP-Finance@tn.gov  
Telephone # (615)741-8529  
FAX # (615)532-5902

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Health, Communicable and Environmental Disease and Emergency Preparedness (CEDEP)
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

## PROPOSED CONTRACT

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

## D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as

## PROPOSED CONTRACT

identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

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- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

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- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Paul Petersen, Pharm.D, EP Director

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Emergency Preparedness Program  
Tennessee Department of Health  
Communicable and Environmental Disease and Emergency Preparedness (CEDEP)  
3<sup>rd</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
Email Address: Health.EP-Finance@tn.gov  
Telephone # (615)741-8529  
FAX # (615)532-5902

The Contractor:

Doug Shamon, CEO  
Global Secure Systems, Corporation  
135 South 84th Street, Suite 150  
Milwaukee, WI 53214  
Email Address: meredith.clark@intermedix.com  
Telephone # (414)721-9713  
FAX # (414)721-9613

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

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connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

## PROPOSED CONTRACT

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
  - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
    - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.13. Security Audit.

- a. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link: <http://www.tn.gov/finance/oir/security/secpolicy.html>. The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.
- b. A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.
- c. Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with

providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

**IN WITNESS WHEREOF,**

**GLOBAL SECURE SYSTEMS CORPORATION:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF HEALTH:**

---

**JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**

### C. ESAR-VHP

Recipients shall have a fully operational Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP) system by August 8, 2008.

The purpose of the ESAR-VHP program is to establish a national network of State-based programs to effectively facilitate the use of volunteers in local, territorial, State, and Federal emergency responses. The experiences gained through the development of the ESAR-VHP program and efforts to respond to Hurricane Katrina have shown that State ESAR-VHP programs must be more than an electronic system for registering volunteers if they are to successfully support the use of health professional volunteers at all tiers of response. In addition to electronic registries, State ESAR-VHP programs must work to ensure program viability and operability through the development of plans to: 1) recruit and retain volunteers, 2) coordinate with other volunteer health professional/emergency preparedness entities; and 3) link State ESAR-VHP programs with State emergency management authorities to ensure effective movement and deployment of volunteers in all tiers of response.

To help States develop their ESAR-VHP programs, a draft set of *ESAR-VHP Compliance Requirements* defining the capabilities of such a program was developed and released for comment via the ESAR-VHP listserv on November 2, 2006. Comments were received and incorporated into the second draft of the *ESAR-VHP Compliance Requirements* document attached in Appendix B. **To be fully operational, ESAR-VHP systems must meet compliance requirements 1-6.**

The final version of the compliance document and specific guidance on how to meet the compliance requirements will be included in the draft *FY 2007 ESAR-VHP Technical and Policy Guidelines, Standards and Definitions* (Guidelines) to be released in the summer of 2007. However, the Guidelines are intended to be a living document. It is anticipated that sections of the Guidelines will be continuously refined and updated as new information is available.



## Support and Service Level Agreement

Document Version: 2.0  
Revision Date: May 19, 2014

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## Definitions, Acronyms, and Abbreviations

Term	Definition
Intermedix	Trade name for EMSystems, LLC
SaaS	Software as a Service
SLA	Service Level Agreement

## Purpose

This document is the Support and Service Level Agreement for Intermedix hosting and support for the SaaS solutions.

## Support

### Support Availability

The Intermedix Support Center is available 24/7. The telephone lines are staffed 24/7 and voicemail is available during peak periods.

### Multi-Tiered Support Model

Intermedix utilizes a a tiered support model, organizational functions are placed in an escalation hierarchy with clear lines of demarcation between functions to ensure that internal support responsibilities and duties are clearly defined. As issues are captured, they are also assigned a severity level. Severity level is the key indicator that describes the client impact associated with each issue. The Intermedix response is guided by the severity level assigned to the ticket.

Service support is intended to define severity levels in relation to reported issues, questions, or other types of requests. The Intermedix Support and Response Schedule includes the following four severity levels:

#### Severity Level 1 (Critical Service Impact)

If an issue critically affects the primary business service, major application, or mission critical system across all users. No acceptable workaround is available. Characteristics of a Severity 1 issue include:

- Critical business process failure
- Production system non operational
- Data integrity at risk

#### Severity Level 2 (Significant Service or Implementation Impact)

If a primary business service, major application, or system is seriously affected, impacting many users. No acceptable workaround is available.

#### Severity Level 3 (Moderate Service Impact)

If the business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.

## Severity Level 4 (No Service Impact)

Non-critical issues, general questions, enhancement requests, or documentation issues

### Software Maintenance Response Schedule

In the event a client reports a problem to the Support Center by phone, the Support Center (listed as a part of this attachment) shall use commercially reasonable efforts to respond to such reports in accordance with the assigned severity level and the table below:

System Problem/Error Classification	Commercially Reasonable Response Effort
Severity 1	1 hour
Severity 2	2 hours
Severity 3	2 business days
Severity 4	7 business days

Client must supply the Support Center with reproducible errors. The manner in which Client reasonably presents to Support Center the method or means to reproduce such a reported error is up to the client but must include enough documentation for reproduction of the error. Intermedix shall not be obligated to provide personnel to work on the error if the error has not been replicated within forty-eight (48) hours from the time that Intermedix began working with the Client.

### 3<sup>rd</sup> Party Systems Interoperability

An Intermedix solution may be integrated with a 3<sup>rd</sup> party application or system.

When interoperating with another system, Intermedix will determine whether systems interoperability issues are attributable to Intermedix system, or are attributable to a 3<sup>rd</sup> party system.

This is determined by performing *Basic Verification*.

#### Basic Verification

If a 3<sup>rd</sup> party systems' interoperability with an Intermedix system appears impaired, Intermedix will verify whether or not unexpected errors occur within the Intermedix solution. However, since Intermedix cannot make any guarantees regarding the functionality of a 3<sup>rd</sup> party system, Intermedix limits involvement to initial verification efforts.

If unexpected errors are discovered during Basic Verification, Intermedix will notify the primary stakeholders, namely the third party developers and/or client.

## Service Level Agreement

<i>Standard Intermedix Service Level Agreement</i>				
Service	Description	Party Responsible	Comment	
	<b>Availability</b>	<p>Servers or operating system malfunctions/downtime prohibiting end users from accessing applicable solutions shall not exceed:</p> <ul style="list-style-type: none"> <li>• 2 hours per year during normal working hours (M-F 8-5 CST)</li> <li>• 8 hours per year during all hours.</li> </ul> <p>This does not include planned service outages or maintenance outages.</p>	<b>Intermedix</b>	Outages involving single users will be resolved via the trouble ticket process.
	<b>Outage Escalation</b>	<ol style="list-style-type: none"> <li>Intermedix Tier 1 Support Center</li> <li>Intermedix Manager Support Services</li> <li>Intermedix Director Support Services</li> <li>Intermedix VP Client Services</li> </ol>	<b>Intermedix</b>	Intermedix will provide names and phone numbers of the individuals filling these roles.
	<b>Preventative Maintenance Planned Outage</b>	Preventative Maintenance consists of routine system updates and configuration changes.	<b>Intermedix / Client</b>	<p>7 day lead time for Intermedix planned upgrades or change in operational schedule</p> <p>7 day lead for customer initiated changes in routine maintenance window.</p>

<i>Standard Intermedix Service Level Agreement</i>			
Service	Description	Party Responsible	Comment
	The normal Preventative Maintenance window is (day) from X:00 pm – Y:00 pm CST (negotiated)	<b>Intermedix</b>	Normally the actual maintenance activity requires 60 minutes or less. If the maintenance requires more than 60 minutes, Intermedix will consult with the client. Maintenance activity outside of the window requires agreement with client.
<b>Extended Maintenance Planned Outage</b>	Extended maintenance is conducted 3 - 4 times per annum.  Extended maintenance typically consists of minor version updates.	<b>Intermedix / Client</b>	14 day lead time for Intermedix planned upgrades or change in operational schedule. 7 day lead for client initiated changes in routine maintenance window.
<b>System Upgrade Planned Outage</b>	System upgrades include system conversions, hardware and software upgrades or replacements.	<b>Intermedix</b>	30 day lead time for Intermedix planned upgrades or change in operational schedule related to major upgrades.

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## Intermedix Support Center

Your contract with Intermedix (IMX) includes access to the Support Center ensuring that you have access to IMX resources 24/7/365. For urgent or after-hours assistance please contact the **Support Center at 1-800-613-9380 Prompt 1, then 7**. For non-urgent requests, please contact the Support Center via email at [support@intermedix.com](mailto:support@intermedix.com) or your Client Services Manager. All support requests will be assigned a unique ticket number to facilitate tracking from initial request to successful resolution.

### Support Center – URGENT ISSUES

**1-800-613-9380**

#### Contact Procedure

1. Call the Priority Support Center at 1-800-613-9380 and select the product you are inquiring about from the menu options. Use prompt 1, then 7.
2. Provide the following details to the IMX Support Center Representative (SCR) answering the call:
  - a. Your name and contact information.
  - b. The name of your agency & state.
  - c. The reason for calling the Support Center.
3. The SCR will take this information and then ask you a series of questions related to your specific situation in an attempt to resolve your issue. The SCR will also issue you a unique ticket number for your call and make sure the Intermedix EMSystems Product Support Specialist and your Client Services Manager is notified of your request.
4. If your issue can not be resolved with the first telephone call, a Senior Support Center Representative or Product Support Specialist will contact you within four hours to discuss your issue more thoroughly and provide additional assistance.
5. After contacting the Support Center, you may also attempt to directly contact your Client Services Manager with your unique ticket number.

Note: During periods of heavy call volume you may be asked to leave a voicemail. Voicemails will be promptly returned.

### Support Center – Non-Urgent Requests

**support@intermedix.com**

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## Contact Procedure

1. E-mail the Intermedix Support Center at [support@intermedix.com](mailto:support@intermedix.com) or contact your Client Services Manager.
  2. When submitting a request via email, please make sure to provide the following details:
    - a. Your name and contact information.
    - b. The name of your agency & state.
    - c. The product you are contacting us about.
    - d. The reason for emailing the Support Center.
      - i. Please include a brief summary of the primary issue, application name, and agency name in the **subject** line of the email.
      - ii. The body of email should include details on issue requiring resolution, screenshots, logs, or any pertinent information that would assist us in better understanding your issue.
  3. Within twenty-four hours, an IMX Support Center Representative (SCR) will be in contact with you to discuss your issue more thoroughly either via email or via telephone.
- 

## IMX Support - Points of Contact

### *IMX Support Center*

#### **Support Center**

Phone 888-735-9559

Email [support@intermedix.com](mailto:support@intermedix.com)

### *Manager Support Center*

#### **Carlos Trigo**

Phone 713-559-4961

Email [carlos.trigo@intermedix.com](mailto:carlos.trigo@intermedix.com)

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### *Swing Shift Supervisor*

#### **Marcus Tran**

Phone 713-559-4972

Email [marcus.tran@intermedix.com](mailto:marcus.tran@intermedix.com)

### *Director, Support Center*

#### **Adrienne Grigori**

Phone 713-559-4970

Email [Adrienne.grigori@intermedix.com](mailto:Adrienne.grigori@intermedix.com)

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## Additional - Points of Contact

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*Client Services Manager*

**TBD**

Phone [#]

Email [name]@intermedix.com

*Director – Public Health Solutions*

**Doug Havron**

Phone 713-559-4997

Email doug.havron@intermedix.com

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July 18, 2013  
 Tennessee Department of Health  
 Sonda Finley  
 State MRC/ESAR-VHP Coordinator  
 425 5th Avenue North, 1st Floor Cordell Hull Bldg.  
 Nashville, TN 37243  
[sonda.finley@tn.gov](mailto:sonda.finley@tn.gov)  
 Phone: 615-532-7354; 615-741-7247; Cell: 615-319-9300

ATTN: Alex Platz  
 Client Services Manager  
 Phone: 412-999-2885  
 Email: [alex.platz@intermedix.com](mailto:alex.platz@intermedix.com)  
 5607 Baum Blvd., Suite 200  
 Pittsburgh, PA 15206

PRICING PROPOSAL VALID FOR 30 DAYS

Itemized Pricing Proposal for CORES RMS Badge Template Development

Service/ Quantity	Description	Unit Price	Total Cost
1	Badge Template Development > Software Engineer (off-site); Not to Exceed 8 Eight hours to create Badge Templates as provided to Intermedix in June 2013.	\$880.00	\$880.00
<b>Grand Total For Badge Template Development</b>			<b>\$880.00</b>

*\*Customer is responsible for any and all applicable state and local sales, use or similar gross receipt transactional taxes attributable to this quote/bid/etc. If Intermedix EMSystems (EMSystems LLC, Global Secure Systems, Collaborative Fusion, Inc.) is subsequently required by any state, county, municipality or other similar local government entity or organization to pay any additional sales, use or similar gross receipt transactional taxes as well as any related interest and/or penalties attributable to this quote/bid/etc., Intermedix EMSystems (EMSystems LLC, Global Secure Systems, Collaborative Fusion, Inc.) will invoice Customer and Customer will pay Intermedix EMSystems (EMSystems LLC, Global Secure Systems, Collaborative Fusion, Inc.) for such taxes, interest, and/or penalties within thirty days of receipt of the invoice by the Customer.*

Upper Cumberland Regional Medical Reserve Corps



- have

Affiliation  
Volunteer

variable

Department:  
Upper Cumberland  
Regional Health  
Department

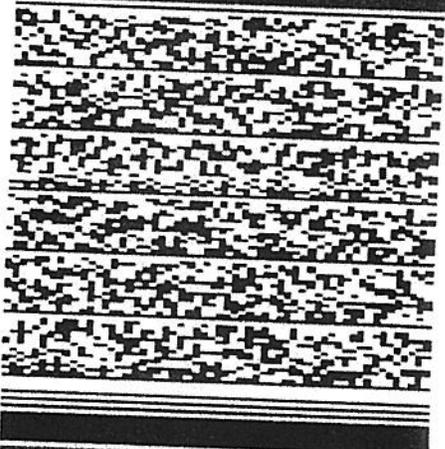
} static

Issued  
5/17/2013

Expires  
5/17/2014

Last Name,  
First Name  
on 2 lines)

RUSSEL  
JENNIE



Occupation  
Registered Nurse



- need

Medical Emergency Responder



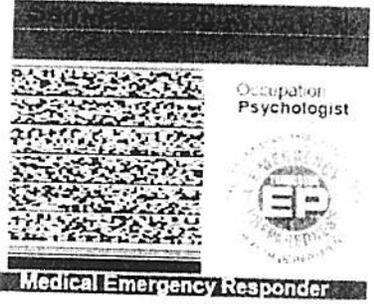
— have

Affiliation  
Medical Reserve  
Corps Volunteer

§ static

ES-PS  
423/2013

First Name Last Name  
(on 1 line)



— need

East Region Medical Reserve Corps



Affiliation  
Volunteer

- need  
variable

Department:  
East Region Health  
Department

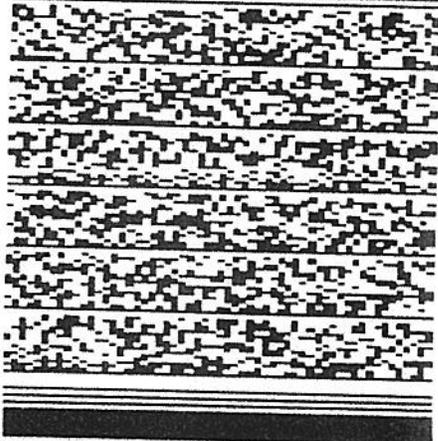
Static

Issued:  
5/17/2013

Expires:  
5/17/2014

Last Name  
First Name  
(or 2 lines)

Russell  
Jennifer H.



Occupation  
Registered Nurse



- need

Medical Emergency Responder

Shelby County Health Department Medical Reserve Corps



- need

Affiliation  
**Volunteer**

variable

Department  
**Shelby County  
Health Department**

§ static

Expires  
3/19/2013

Expires  
3/19/2014

Last Name,  
First Name  
(on 2 lines)

Registered Nurse

Medical Reserve Corps

Medical Emergency Responder

- need