

# Iowa Department of Administrative Services

## Contracts Declaration & Execution Page

Title of Contract: <b>Testlowa</b>		Bid Proposal Number	Contract Number
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below: <b>Nomi Health, Inc.</b>			
State Agency's Name: <b>State of Iowa Department of Administrative Services</b>			
Contractor's Name: <b>Mark Newman, CEO</b>			
Contract to Begin: <b>April 15, 2020</b>	Date of Expiration: <b>April 16, 2021</b>	Annual Extensions:	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
Section 1 – Terms & Conditions.....		Page 2	
Section 2 – Scope of Work.....		Page 7	
Section 3 – Pricing.....		Page 9	
Section 4 – Contacts .....		Page 9	

**WITNESS WHEREOF, this Agreement has been executed by the parties hereto**

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**Contractor:**

By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Address	

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**State of Iowa: Agency**

By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Address	

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**State of Iowa: Department of Administrative Services – Central Procurement**

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By (*Authorized Signature*)

Date Signed

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Printed Name and Title of Person Signing

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Address

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1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Iowa cover page(s) that the State Entity and Contractor signed.
  - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f) **"Procurement Item"** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
  - g) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
  - h) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - i) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j) **"State of Iowa"** means the State of Iowa, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - k) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
  - l) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Iowa. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Iowa. Venue shall be in Des Moines, in the Fifth Judicial District Court, Polk County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least five (5) years after final payment or completion of any required audit (whichever is later). Contractor agrees to allow, at no additional cost, the State of Iowa, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours with 30 days notice and to allow interviews of any employees or others who might reasonably have information related to such records within reason. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **QUALIFICATIONS OF STAFF:** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Iowa, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Iowa.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

10. **INDEMNITY:** Contractor shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and reasonable costs of every name and description arising out of all third party claims based on Contractor's performance of this Contract caused by any negligence or intentional misconduct of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the State. The State Entity must (a) give Contractor prompt written notice of the claim; (b) grant Contractor full and complete control over the defense and settlement of the claim; (c) aid in connection with the defense and settlement of the claim as Contractor may reasonably request; and (d) comply with any settlement or court order made in connection with the claim. The State Entity will not defend or settle any claim under this subsection without Contractor's prior written consent. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to real property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees (e.g., Iowa Code chapter 216 and section 19B.7). Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code ch. 11—121 and Iowa Code chapter 19B.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Iowa entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be

construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Iowa. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Iowa. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
  - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence. The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **DATA PROTECTION:** Vendor, Vendor Contractors, and Vendor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Application Services, System(s), or any related Deliverables. Storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America.
20. **PUBLIC RECORDS:** The laws of the State of Iowa require procurement records to be made public unless otherwise provided by law.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have seven (7) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within seven (7) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Iowa's Purchasing Card (major credit card). The State Entity shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Iowa from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Iowa may have against Contractor. The State of Iowa and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

In the event that the Contractor owes the State any sum under the terms of this Contract, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Iowa harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Iowa for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The State Entity shall maintain sole ownership of data on an individual and aggregate level. Contractor collects and uses Usage Data for its internal research and development purposes and may disclose Usage Data in an aggregated format that in no way identifies Buyer or any particular Authorized User or End User.

27. Reserved

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Iowa; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Iowa, including anyone for whom the State Entity or the State of Iowa is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF IOWA OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Iowa premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Iowa or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Iowa Department of Administrative Services is required to make available contact information of Contractor to the State of Iowa, Iowa Workforce Development. The State of Iowa, Iowa Workforce Development may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Iowa.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Iowa is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Iowa, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **REIMBURSEMENT EXPENSES:** The State has established rules for limitations on reimbursement expenses. Please Reference State of Iowa, Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.
41. **CONTRACTOR ASSIGNMENTS OF RIGHTS – ANTITRUST CLAIMS:** In consideration of the mutual promises contained herein, Contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa relating to the subject of the Contract.
42. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
43. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Iowa's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if

any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Iowa must be in writing and attached to this Contract or it is rendered null and void.

44. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
45. **THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries to the Contract. This Contract is intended only to benefit the State and the Contractor.
46. **JOINT AND SEVERAL LIABILITY:** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
47. **NOTICE:** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations and Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided (1) at the time actually received; or (2) within one day in the case of overnight hand delivery, courier, or other delivery service with guaranteed next day delivery; or (3) within five days after it is sent registered via U.S. Mail.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
49. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
50. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

(Revision Date: 12 April 2020)

## SECTION 2

### Scope of Work

#### 2.1 General Specifications

- Phase 1 – (Timeline: On or before 4/18)
  - Release digital health assessment to public via media, State, Health Department, Chamber of Commerce, employers and other community organizations.
  - Assessment will capture: Individual demographics, symptoms, contact with others, contact information (email & phone), zip code, home address. Patient also create user account as an option for future communication. Will add - living arrangement, number of individuals in household, travel history.
  - Assessment will score individuals in 5 categories Clear, Green, Yellow, Red, Black based on symptoms and other evidence-based criteria, as well as known contact with others with symptoms.
  - Assessment will be delivered in English and Spanish.
- Phase 2 (Timeline: On or Before 4/20)
  - Establish mobile testing centers in already known “hot zones” near easily accessible roads (e.g. major metro zones or highway access points) to enable easy and quick testing access.
  - If testing throughput remains a restrictive step, select randomized samples of those individuals in select scoring pools (red) to obtain initial data on the population infection rates across the State and in specific areas or across all pools in order to capture the asymptomatic individual rate as well.
  - For pooled-sample tests that are positive, re-test the individuals.
  - Combine the data on positive tests and individual characteristics to identify the characteristics of individuals at high risk
  - Respondents who are identified to qualified for a test are pushed to an online scheduling tool of testing site availability to keep crowds manageable and at a minimum and throughput at a maximum
  - Optional: If individuals in the pool test positive and are in high-risk category consider medication treatment (e.g. Hydroxychloroquine or Chloroquine) administered by the Health Department in order to keep hospital bed load low.
- Phase 3 (Timeline: On or Before May 4)
  - In the next iteration, use the predictive information gained in data of phase 2 to select community groups, employer groups, households or high-risk individuals for the next wave

#### 2.2 Services

Contractor will provide Digital Health Assessment and Workflow Tool Integrating Testing as follows:

1. Website + Statewide web digital health assessment platform and assessment questionnaire with associated data and scoring mechanisms of individual assessment takers and workflow to integrate scheduling and inventory tracking with mobile testing location.
2. Assessment will capture the data of respondents: Individuals demographics, symptoms, contact with others, personal contact information (email & phone), zip code, home address. Respondents also create a user account for ongoing future communication and provide the State with invaluable early data around the severity of the spread of COVID-19 within the State. This data will also be able to quickly support the acquisition of more accurate R0.
3. Based on algorithm the assessment will score individuals in 5 categories clear, green, yellow, red, and black based on the assessment data provided by the respondent.
4. This tool will serve as the main workflow tool and from digital health assessment to → testing → to lab → to respondent communication around follow-up, further related communication, test result and other needed communication via email, phone or text message.
5. Digital scheduling platform to facilitate and maximize mobile patient testing throughput, increase State testing capacity and drive identified individuals to the nearest testing location. Integrated with our testing locations.
6. Includes all licensing costs for workflow management, health assessment content (Safelane Health), scheduling, Covid-19 Dashboard (Domo) across all data/inventory/activity, chatbot support, website (modeled off of www.testutah.com), and integrate site hardware + QR Code and labeling for inventory and event (test) tracking. Each company will sign a BAA, is HIPAA compliant and will be party to umbrella agreement with agreed to terms & conditions (call center support available at additional cost as needed.)
7. Contractor will furnish:
  - a. All needed testing supplies, hardware, 10 PCR Machines, and 540,000 testing kits.
  - b. Deliver 180,000 complete test kits to the State of Iowa for use commencing on 4/22/2020 and for delivery to be completed in full within 30 days.
  - c. Subsequently each month thereafter delivery 90,000 complete test kits until 540,000 testing kits are delivered.



- d. The "kit" shall include sample/transport kit with swab, extraction kit, test kit, and all necessary consumables for 90,000 complete tests results of COVID-19 per month.
  - e. Automated extraction equipment and hardware and all operational and coordination needs to setup in lab in Iowa as determined/directed by State of Iowa.
  - f. Supplies of PPE for operations of six Mobile Testing locations.
    - i. First location PPE provided by 4/22/2020
    - ii. First testing location to begin by 4/24/2020.
    - iii. Subsequent supplies of PPE for 5 future testing locations shall be provided 24-hours prior to new location operational as directed by State of Iowa.
  - g. Mobile Testing site layout and operations manual provided at execution of contract.
8. Contractor Management and Administration:
- a. Contractor will provide all necessary project management, support, training and finance headcount for the project to be delivered remotely.
  - b. State of Iowa requests for on-site work by Contractor will be reimbursed on a time and materials basis of a fully loaded rate of \$200 per work hour plus travel expenses.
  - c. Contract includes 32 hours of onsite work by contractor at no cost except travel related expenses.
9. Technology, Testing, Training and setup:
- a. Provide all necessary training, testing and setup by Contractor and any special requirements for specific knowledge transfer to support the State's successful implementation and use of the Deliverables, Application Services, or System(s). If the intent is for the State's personnel to become self-sufficient in operating or maintaining the solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.

**SECTION 3**

**Pricing**

**SECTION 3**

**Pricing**

**3.1 Fixed Fee Services**

**3.1.1 Technology – Website + Assessment + Workflow**

**3.1.1.1.1 Term of Commitment – April 13, 2020 to April 16, 2021 (12 months)**

**3.1.1.1.2 \$500,000 invoiced monthly – total cost of \$6,000,000**

**3.1.1.2 Testing – All Supplies, Hardware, 540,000 COVID-19 testing kits, 10 PCR Machines**

**3.1.1.2.1 Term of Commitment – April 13, 2020 to October 16, 2020 (6 months)**

**3.1.1.2.2 \$13,500,000 one-time cost**

**3.1.1.3 Contractor Management Fee**

**3.1.1.3.1 Term of Commitment – April 14, 2020 to October 14, 2020 (6 months)**

**3.1.1.3.1.1 \$825,000 invoiced monthly – total cost of \$4,950,000**

**3.1.1.4 Automated Extraction equipment and hardware for lab testing**

**3.1.1.4.1 \$300,000 one-time cost**

**3.1.1.5 Technology, Testing, Training and setup**

**3.1.1.5.1 \$1,250,000 one-time cost**

**3.1.1.6 Contractor will invoice State of Iowa upon signature of contract as follows:**

**3.1.1.6.1 One-time Costs = \$300,000 + \$1,250,000 + 13,500,000 = \$15,050,000**

**3.1.1.6.2 Total Contractor Invoice upon signature of Contract = \$15,050,000**

**3.1.1.7 Contractor will invoice the State of Iowa as follows for the remaining months of the contract:**

**3.1.1.7.1 Monthly for months 1-6 = \$3,575,000**

**3.1.1.7.2 Months 7-12; each monthly invoice will be \$500,000**

**3.1.1.8 Total invoicing by Contractor:**

**Upon Signature of Contract = \$15,050,000**

**Monthly as follows:**

**(1) \$1,325,000**

**(2) \$1,325,000**

**(3) \$1,325,000**

**(4) \$1,325,000**

**(5) \$1,325,000**

**(6) \$1,325,000**

**(7) \$500,000**

**(8) \$500,000**

**(9) \$500,000**

**(10) \$500,000**

**(11) \$500,000**

**(12) \$500,000**

**Total Contract Value = \$26,000,000**

## SECTION 4

### Project Managers

- 4.1 **Project Manager - Contractor**  
Josh Walker, COO of Nomi Health
- 4.2 **Project Manager - State of Iowa**  
Paul Trombino III, COO & Interim DAS Director
- 4.3 **State of Iowa – DAS/Procurement Contact**  
Karl Wendt  
515.281.7073  
[karl.wendt@iowa.gov](mailto:karl.wendt@iowa.gov)

## SECTION 5

### Additional Technology License Acceptance

Organizations listed below have executed Business Associate Agreement (BAA) to ensure the protection of Private Health Information (PHI) and the State agrees to accept each company's standard terms and conditions excluding pricing and invoicing to be handled by Nomi Health.

Domo – Data Dashboard - <https://www.domo.com/company/saas-saas-service-terms>

Qualtrics – Workflow Engine - <https://www.qualtrics.com/terms-of-service/>