

SERVICES CONTRACT

BETWEEN

THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

NOMI HEALTH

This services contract, including any addenda and attachments (collectively, "Contract") is entered into by and between the Nebraska Department of Health and Human Services, Division of Public Health Incident Command (hereinafter "DHHS"), and Nomi Health (hereinafter "Contractor").

DHHS CONTRACT MANAGER:

Angela Ling
301 Centennial Mall South
Lincoln, NE
402-499-6822
Angela.Ling@nebraska.gov

PURPOSE: The purpose of this Contract is to provide scheduling service for covid-19 vaccination.

FUNDING: This Contract involves federal funds.

HIPAA: This Contract involves the sharing of or access to Protected Health Information and includes a Business Associate Agreement for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

1. DURATION

- 1.1. TERM. This Contract begins on the later of April 20, 2021 or the date the Contract is executed. This Contract ends on April 30, 2022.
- 1.2. TERMINATION.
 - 1.2.1. This Contract may be terminated by DHHS for any reason upon submission of written notice to the Contractor at least thirty (30) days prior to the effective date of termination. DHHS may also terminate the Contract to the extent otherwise provided herein.
 - 1.2.2. This Contract may be terminated at any time upon mutual written consent.
 - 1.2.3. This Contract may be terminated by the Contractor for any reason upon submission of written notice to DHHS at least at least thirty (30) days prior to the effective date of termination.

2. PAYMENT TERMS AND STRUCTURE

- 2.1. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$3,000,000 (three million dollars) for the first 1,500,000 scheduled shots as specified herein.
- 2.2. PAYMENT STRUCTURE. Payment shall be structured as follows.
 - 2.2.1. DHHS shall pay the Contractor \$250,000 for 25,000 scheduled vaccinations.
 - 2.2.2. DHHS shall pay \$100,000 for increments of 10,000 scheduled shots, after the initial 25,000 schedule vaccinations are utilized.
 - 2.2.3. If the total of scheduled shots exceeds 300,000, but is less than 1,500,000, the Contractor shall provide, at no cost to DHHS, the scheduled shots within that range.
 - 2.2.4. When the total number of scheduled shots meets or exceeds 1,500,000, DHHS shall pay \$2 for each scheduled shot thereafter

3. SCOPE OF WORK

- 3.1. THE CONTRACTOR shall do the following:
 - 3.1.1. Provide a private vaccine scheduling solution to the State of Nebraska as outlined in Attachment 1.

- 3.1.2. Provide hyperlinks for vaccine registration to the DHHS Contract Manager for distribution to targeted populations, when requested.
- 3.1.3. Provide training to DHHS staff on the system, at a date and time determined by DHHS and the Contractor. If additional training is required during this contract, Contractor shall provide it as requested by DHHS.
- 3.1.4. Provide system support for the duration of this contract.

4. CONTRACT MANAGEMENT

- 4.1. DELIVERABLES. The Contractor shall provide the following deliverables:
 - 4.1.1. Provide a configured, private vaccine scheduling solution to the State of Nebraska.
- 4.2. DEADLINES. The Contractor shall meet the following deadlines:
 - 4.2.1. Provide hyperlinks for targeted population vaccine scheduling to the DHHS Contract Manager no later than 24 hours after requested.
- 4.3. DELIVERABLE APPROVAL PROCESS.
 - 4.3.1. DHHS must review all deliverables submitted by Contractor. DHHS must approve a deliverable submitted by Contractor if it is of sufficient quality and meets the requirements in section 3.1. Approval of a deliverable must be communicated by DHHS to Contractor in writing within a reasonable time period. DHHS will not disburse payment for a deliverable until the deliverable is approved. Use of the deliverables by DHHS will constitute acceptance and approval of such deliverables.
 - 4.3.2. DHHS must reject the deliverable submitted by Contractor if it is not of sufficient quality or does not meet the requirements in section 3.1. Rejection of a deliverable must be communicated by DHHS to Contractor in writing within a reasonable time period, and DHHS's written communication must include its reasons for rejection.
 - 4.3.3. Within a reasonable time period established by DHHS, Contractor may correct the defects identified by DHHS and re-submit the rejected deliverable. Any corrections requested by DHHS are not changes in scope of this Contract. If a deliverable is rejected more than two times, DHHS may permanently reject the deliverable and deny payment for the deliverable. Nothing in this section limits any other remedies available to the parties under this Contract or at law.

5. DHHS RESPONSIBILITIES

- 5.1. DHHS shall do the following:
 - 5.1.1. Notify the Contractor when a targeted population needs to be scheduled for vaccination. This will include who needs to be vaccinated, where the vaccination will occur, and when the vaccination will happen.

6. ADDENDA

- A. DHHS General Terms – Services Contracts
- B. DHHS Insurance Requirements – Services Contracts
- C. DHHS HIPAA Business Associate Agreement Provisions – Services Contracts

7. ATTACHMENTS

- 1. Proposal

8. NOTICES

Notices shall be in writing and shall be effective upon mailing. All deliverables and required reports under this Contract shall be sent to the DHHS Contract Manager. Written notices, such as notices of termination or notice of breach, shall be sent to the DHHS Contract Manager identified above, and to the following addresses:

FOR DHHS:

Contracts Administrator
Nebraska Department of Health and

FOR CONTRACTOR:

Daniel Schwendiman
Nomi Health

Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026

898 N 1200 W
Orem, UT 84057-3509
385-375-6419
Daniel@nomihealth.com

DHHS may change the DHHS Contract Manager to be notified under this section via letter to the Contractor sent by U.S. Mail, postage prepaid, or via email.

9. ACKNOWLEDGEMENTS

By signing below, Contractor certifies, acknowledges and agrees with the following statements:

Contractor acknowledges and represents that, under the Nebraska Political Accountability and Disclosure Act, no individual representing, and associated with, Contractor is a public official or public employee, or an immediate family member of a public official or public employee.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and that the individual signing below has authority to legally bind the party to this contract.

FOR DHHS:

DocuSigned by:
Lori Snyder
5305395E594843C...
Lori Snyder

CIO
Department of Health and Human Services
Division of Public Health

4/20/2021 | 22:49:26 EDT
DATE: _____

FOR CONTRACTOR:

DocuSigned by:
Daniel Schwendiman
64ED00940932468...
Daniel Schwendiman

VP Finance
Nomi Health

4/20/2021 | 19:38:33 PDT
DATE: _____

ADDENDUM A

DHHS GENERAL TERMS – SERVICES CONTRACTS

1. ACCESS TO RECORDS.

- 1.1. All Contractor books, records, and documents, regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this Contract, shall be subject to audit by DHHS or its authorized representative at any reasonable time and upon the provision of reasonable notice.
- 1.2. Notwithstanding any other requirement in this Contract to maintain certain records (as identified in that requirement) for a longer period, Contractor shall maintain all records for five (5) years from the date of final payment. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.
- 1.3. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS.
- 1.4. All records shall be maintained in accordance with generally accepted business practices.

2. AMENDMENT. This Contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties.

3. ANTI-DISCRIMINATION.

- 3.1. Contractor shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this Contract.
- 3.2. Contractor shall insert a similar provision as the provision immediate above into all subcontracts.

4. AUDIT REQUIREMENTS.

- 4.1. Contractor shall provide DHHS any and all written communications received by Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance, including those in compliance with or related to Statement of Auditing Standards 122. Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to Contractor, in which case Contractor agrees to verify that DHHS has received a copy.
- 4.2. Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
- 4.3. In addition to, and in no way in limitation of any obligation in this Contract, Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.

5. ASSIGNMENT. Contractor shall not assign or transfer any interest, rights, or duties under this Contract without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

6. CLEAN AIR ACT. If this Contract involves federal funds and the total value exceeds \$150,000, Contractor shall ensure that it in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251 et seq.

7. CONFIDENTIALITY.

- 7.1. Any and all information gathered in the performance of this Contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS. Contrary contract provisions set forth in the Contract shall be deemed to be authorized exceptions to this general confidentiality provision.
- 7.2. Nothing in this section or this Contract shall relieve Contractor of the obligation to comply with all applicable statutes and regulations, current and as amended, including but not limited to HIPAA.

8. CONFLICTS OF INTEREST. In the performance of this Contract, Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. Contractor shall immediately notify DHHS, in writing, of any such conflict.

9. CONTRACT MANAGEMENT.

- 9.1 *Corrective Action Plan.* If Contractor fails to meet the Scope of Work as set forth in the Contract, DHHS may require Contractor to complete a Corrective Action Plan (hereinafter "CAP").
- 9.1.1 DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Contractor reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.
- 9.1.2 The CAP will include, but is not limited to, a written response noting the steps being taken by Contractor to resolve each issue(s), including a date that the issue(s) will be resolved.
- 9.1.3 If Contractor fails to provide a CAP by the deadline set by DHHS, fails to provide DHHS with a CAP demonstrating the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DHHS may withhold payments (for the work or deliverables) related to the issues identified by DHHS, or exercise any other remedy set forth in this Contract or available under law.
- 9.2 *Suspension of Services.* DHHS may, at any time and without advance notice, require Contractor to suspend any or all activities provided under this Contract. A suspension may be the result of a reduction in federal or state funds, budget freeze, emergency, contract compliance issues, investigation, or other reasons not stated here.
- 9.2.1 In the event of such suspension, the DHHS Chief Operating Officer/Contract Administrator or designee will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if possible, the known duration period of the suspension.
- 9.2.2 Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.
- 9.2.3 The DHHS Chief Operating Officer/Contract Administrator or designee may extend the duration of the suspension by issuing a modified Stop Work Order which states the new end date of the suspension and the reason for the extension.
- 9.2.4 The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the DHHS Chief Operating Officer/Contract Administrator or designee has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.
- 9.3 *Breach of Contract.* DHHS may terminate the Contract, in whole or in part, if Contractor fails to perform its obligations under the Contract in a timely and proper manner. DHHS may, by providing a written notice to Contractor, allow Contractor to cure a breach of contract within a period of thirty (30) days or longer at DHHS's discretion, considering the gravity and nature of the breach. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing Contractor time to cure a breach of contract does not waive DHHS's right to immediately terminate the Contract for the same or different breach at a different time.

10. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

- 10.1. *Data.* All data collected as a result of this project shall be the property of DHHS. If this Contract involves federal funds, the federal funding agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this Contract, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

- 10.2. *Copyright.* Contractor shall not copyright any material produced in conjunction with the performance required under this Contract without written consent from DHHS. DHHS, and any federal funding agency (if this Contract involves federal funds), hereby reserve a royalty-free, nonexclusive, and irrevocable right, for federal or state government purposes, to reproduce, publish, or otherwise use, and to authorize others to use, the material produced in conjunction with this performance required under this Contract.
- 10.3. *Software and Patent Rights.* If this Contract involves federal funds:
- 10.3.1. All software ownership rights shall be consistent with 45 CFR § 95.617, if applicable, and with all other applicable federal law; and
- 10.3.2. All patent rights under this Contract shall be as set forth in the clause contained in 37 C.F.R. § 401.14, and consistent with all other applicable federal law.
11. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
12. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Contract to laws, rules, regulations, guidelines, directives, addenda, and attachments that set forth standards and procedures to be followed by Contractor in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.
13. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
14. EARLY TERMINATION.
- 14.1. DHHS may terminate the Contract immediately for the following reasons:
- 14.1.1. If directed to do so by statute;
- 14.1.2. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- 14.1.3. A trustee or receiver of Contractor or of any substantial part of Contractor's assets has been appointed by a court;
- 14.1.4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;
- 14.1.5. An involuntary proceeding has been commenced by any party against Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) Contractor has consented, either expressly or by operation of law, to the entry of an order for relief, or (iii) Contractor has been decreed or adjudged a debtor;
- 14.1.6. A voluntary petition has been filed by Contractor under any of the Chapters of Title 11 of the United States Code;
- 14.1.7. Contractor intentionally discloses confidential information; or
- 14.1.8. Contractor has or announces it will discontinue support of the deliverable.
- 14.2. DHHS may also terminate this Contract in accord with any other provision of this Contract, as expressly stated in that provision.
- 14.3. In the event either party terminates this Contract for any reason, Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this Contract immediately.
- 14.4. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
15. FEDERAL FINANCIAL ASSISTANCE. If this Contract involves federal funds, Contractor will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. Contractor shall not use direct federal financial assistance to engage in inherently religious activities, including but not limited to worship, religious instruction, or proselytization.

16. FEDERAL FUNDING AGENCY APPROVAL. If this Contract involves federal funds, and requires pre-approval by the federal funding agency, said approval is a condition precedent to this Contract and absent said approval, the Contract shall be considered void and unenforceable.
17. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Contract.
18. FUNDING AVAILABILITY. DHHS may terminate the Contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the Contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give Contractor written notice thirty calendar (30) days prior to the effective date of any termination. Contractor shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily performed or provided as of the termination date. In no event shall Contractor be paid for a loss of anticipated profit.
19. GOVERNING LAW.
 - 19.1. Notwithstanding any other provision of this Contract, or any amendment or addenda entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and DHHS's authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this Contract must be brought in the State of Nebraska per state law; (4) the person signing this Contract on behalf of DHHS does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the Contract, if any, are entered into subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms of the Contract, including but not limited to any clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the Contract are entered into specifically subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.
 - 19.2. The parties shall comply with all applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Contract.
20. INDEMNIFICATION.
 - 20.1. Contractor shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action or omission of the DHHS that proximately contributed to the claims.
 - 20.2. Contractor shall, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, DHHS gives Contractor prompt notice in writing of the claim. Contractor may not settle any infringement claim that will affect the DHHS's use of the intellectual property used in the performance of this Contract without the DHHS's prior written consent, which consent may be withheld for any reason.

- 20.2.1. If a judgment or settlement is obtained or reasonably anticipated against the DHHS's use of any intellectual property for which Contractor has indemnified DHHS, Contractor shall, at Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to DHHS to eliminate the infringement, or provide DHHS with a non-infringing substitute that provides DHHS the same functionality.
- 20.3. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.
- 20.4. Contractor understands that the Nebraska Constitution, Article XIII, § 3, prohibits DHHS from indemnifying a private party. Any terms to the contrary set forth in any attachments included with this Contract regarding indemnification shall have no effect.
- 20.5. Notwithstanding the above, if Contractor is a constitutional officer, state agency, local governmental agency or political subdivision of the State of Nebraska, nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.
21. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. Contractor shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.
22. **INTEGRATION.** This written Contract, along with addenda and any attachments, represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
23. **INVOICES AND PAYMENT.**
- 23.1. *Invoices.* Invoices for payments submitted by Contractor shall contain sufficient detail to support payment. Any term included in Contractor's invoice shall be deemed to be solely for the convenience of the parties. No payment shall be made for any deliverable or cost unless specifically authorized in the terms of the Contract.
- 23.2. *Prompt Payment.* As applicable, payment shall be made in compliance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 et seq.
- 23.2.1. DHHS shall make payment in full for all goods delivered or services rendered on or before the forty-fifth (45th) calendar day after (a) the date of receipt by DHHS of the services or (b) the date of receipt by DHHS of the invoice for the services, whichever is later.
- 23.2.2. If DHHS is making payment for services provided for third parties, DHHS shall make payment in full for such services on or before the sixtieth (60th) calendar day after the date of receipt by DHHS of the invoice.
- 23.2.3. Unless otherwise provided herein, payment shall be made by electronic means.
- 23.3. *Automated Clearing House (ACH) Enrollment Form Requirements for Payment.* The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form: http://das.nebraska.gov/accounting/nis/address_book_info.htm. Contractor must promptly notify DHHS of any changes to Contractor's ACH enrollment information.
- 23.4. *Interagency Billing Transaction.* Notwithstanding the paragraph immediately above, if Contractor is a state agency, payment may be made by Interagency Billing Transaction.
24. **LOBBYING.**
- 24.1. As set forth in 45 CFR § 93 et seq.:

- 24.1.1. No federal appropriated funds shall be paid, by or on behalf of Contractor, 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 or (a) the awarding of any federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - 24.1.2. If any funds other than federal 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, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 24.2. If this Contract involves federal funds, and if the below is consistent with the terms of the applicable federal funding source of the Contract:
 - 24.2.1. No funds under this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - 24.2.2. No funds under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - 24.2.3. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
25. **NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.
 - 25.1. The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at: http://www.revenue.nebraska.gov/tax/current/fill-in/f_w4na.pdf
26. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties. This section shall apply only if, under Neb. Rev. Stat. § 73-205, this Contract involves the expenditure of state funds in the purchase of information technology or an automated information system.

27. NEW EMPLOYEE WORK ELIGIBILITY STATUS. Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 27.1. If Contractor is an individual or sole proprietorship, the following applies:
- 27.1.1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 27.1.2. If Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements Program.
- 27.1.3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
28. ORDER OF PREFERENCE.
- 28.1. Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:
1. Amendments to the Contract with the most recently dated amendment having highest priority;
 2. The Contract, excluding attachments, with the following addenda in order of preference: DHHS General Terms – Services Contracts; DHHS HIPAA Business Associate Agreement Provisions – Services Contracts (if included); DHHS Insurance Requirements – Services Contracts.
 3. Any attachments to this Contract.
- 28.2. These documents constitute the entirety of the Contract. Any ambiguity or conflict in the Contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
29. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this Contract, Contractor shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this Contract. This provision shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 73-401 et seq.
30. RESEARCH. Contractor shall not engage in research utilizing the information obtained through the performance of this Contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this Contract.
31. SEVERABILITY. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
32. SUBCONTRACTORS. Contractor shall not subcontract any portion of this Contract without notice to DHHS. DHHS reserves the right to reject a subcontractor; such rejection shall not be arbitrary or capricious. Contractor shall ensure that all subcontractors comply with all requirements of this Contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
33. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Contract, including but not limited to the obligations in the Confidentiality section, above, shall survive the expiration or termination of this Contract.

34. TAXPAYER TRANSPARENCY ACT. Pursuant to Neb. Rev. Stat. § 84-602.04, all state contracts including, at least in part, state funds, and that are in effect as of January 1, 2014, shall be posted on a public website. All non-proprietary and non-confidential information as defined by law will be posted for public viewing. Contractor hereby waives any copyrights for any material posted with this Contract, either as an attachment, schedule, or other subpart of this Contract, to the public website.
35. TIME IS OF THE ESSENCE. Time is of the essence in this Contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of Contractor remaining to be performed.
36. WHISTLEBLOWER PROTECTIONS. If this Contract involves federal funds, the Contractor shall comply with the provisions of 41 U.S.C. § 4712, which states an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - 36.1. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - 36.2. The Contractor shall include this requirement in any agreement made with a subcontractor or subrecipient.

ADDENDUM B

DHHS INSURANCE REQUIREMENTS – SERVICES CONTRACT

1. *General Requirement.* The Contractor shall not commence work under this contract until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to the Contract Manager. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that DHHS has the most current certificate of insurance throughout the life of this contract.
 - 1.1. If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.
 - 1.2. Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this addendum.
 - 1.3. Notice of cancellation of any required insurance policy must be submitted to the Contract Manager, as set forth in the contract, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.

2. *Required Insurance.* The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The policy shall include DHHS, shall be primary, and any insurance or self-insurance carried by DHHS shall be considered excess and non-contributory.
 - 2.1. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Abuse & Molestation, Personal Injury and Contractual Liability coverage.
 - 2.2. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.
 - 2.3. The Contractor shall maintain this insurance at the following amounts:

| COMMERCIAL GENERAL LIABILITY | |
|--|-----------------------------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$10,000 any one person |
| Contractual | Included |
| Independent Contractors | Included |
| Abuse & Molestation | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$1,000,000 |
| LIABILITY WAIVER | |

“Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.”

3. *Required Workers' Compensation Insurance.* If the Contractor is subject to the Nebraska Workers' Compensation Act, Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of DHHS. The amounts of such insurance shall not be less than the following limits:

| WORKERS' COMPENSATION | |
|---|-------------------------------|
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| Voluntary Compensation | Statutory |
| SUBROGATION WAIVER | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | |

4. *Additional Required Insurance.* Contractor shall maintain insurance, subject to all the applicable requirements provided above, in the following amounts:

| CYBER LIABILITY | |
|---|-------------|
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | \$5,000,000 |

ADDENDUM C

DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SERVICES CONTRACTS

1. **BUSINESS ASSOCIATE.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party in this Contract, shall mean Contractor.
2. **COVERED ENTITY.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Contract, shall mean DHHS.
3. **HIPAA RULES.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. **SECURITY INCIDENT.** “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
5. **OTHER TERMS.** The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
6. **THE CONTRACTOR** shall do the following:
 - 6.1. Not use or disclose Protected Health Information other than as permitted or required by this Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Contract. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
 - 6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 6.3. To the extent Contractor is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 6.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 6.6. Contractor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 6.6.1. Protected Health Information to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR § 164.524;
 - 6.6.2. Any amendment(s) to Protected Health Information as directed or agreed to by DHHS

pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

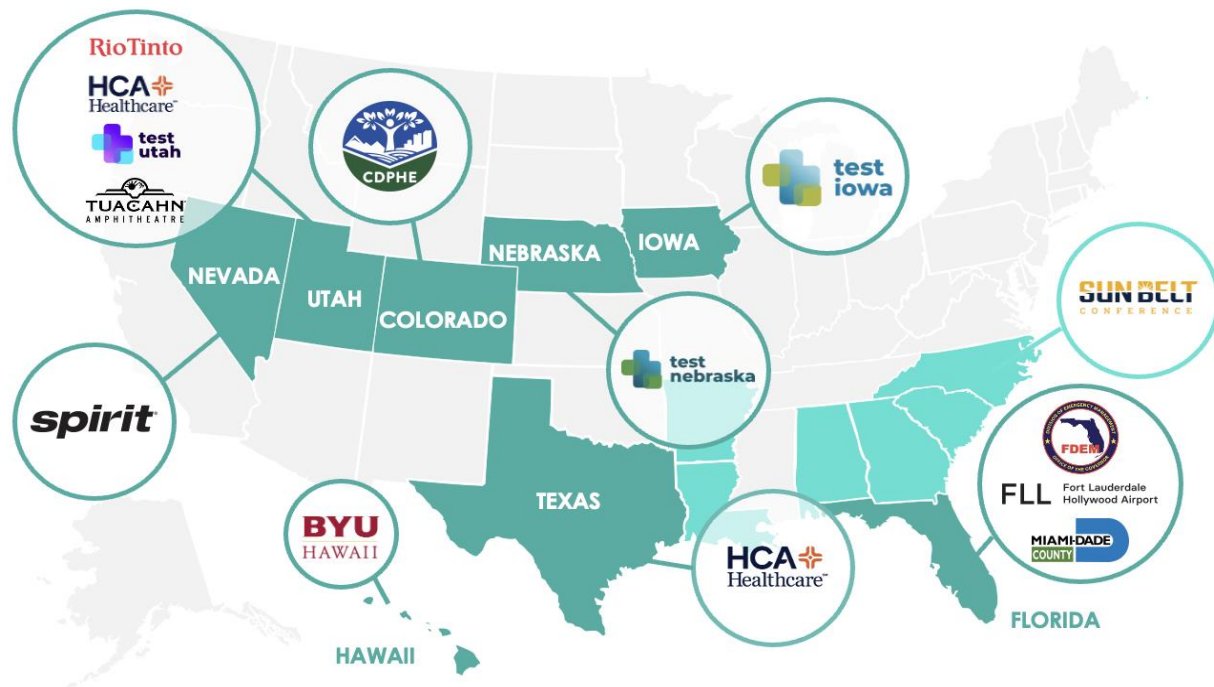
- 6.6.3. The information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
 - 6.8. Report to DHHS within fifteen (15) days of which the Contractor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this Contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
 - 6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Contractor, its officers, directors, agents or subcontractors to comply with the terms of this Contract or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by Contractor, its officers, directors, agents or subcontractors. Additionally, Contractor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Contractor, its officers, directors, agents or subcontractors to comply with the terms of this Contract.
7. TERMINATION.
- 7.1. DHHS may immediately terminate this Contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this Contract.
 - 7.2. Within thirty (30) days of expiration or termination of this Contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Contract shall survive with respect to such Protected Health Information.
 - 7.3. The obligations of the Contractor under the Termination Section shall survive the termination of this Contract.



State of Nebraska **Vaccine Software Solution**

Nomi Health Introduction

Nomi Health is focused on direct health care and has strived to provide solutions that improve health care access and lower cost for employers and employees. More than 15 million individuals have access to Nomi services and technology. During the pandemic specifically we are running 300+ different testing and vaccine sites across the country. We have processed over 4M COVID-19 test with next day turn-around times and we were among the first to administer vaccines to the general public starting December 23rd 2020. Our team boasts a monthly vaccine capacity of 250,000 and testing capacity of over 1.8 million a month.



Nomi and our partners have created comprehensive turnkey solutions for both COVID-19 testing and vaccines. Our staff of more than 1,000 clinical and field operations personnel gives us the ability to scale quickly and open up a wide variety of field operations ranging from: large vaccination sites of more than 3,000/day, to medium sites of fewer than 1,500/day, and even have capabilities to provide mobile vaccination clinics to minority communities and hard to reach communities across the country.

To ensure the level we all expect our platform provides a HIPAA, HITRUST, ISO 270001, FedRAMP compliant technology stack, real time dashboard analytics, high-speed laboratory auto-extraction equipment and robotics, polymerase chain reaction (PCR) equipment and lab augmentation operating processes, antigen-based system for rapid detection of SARS-CoV-2, and end-to-end FDA and EAU approved testing supplies. The Nomi Lab and our lab partners are CLIA and CAP certified with 100% CAP proficiency scores in recent national benchmarking.

Vaccine Software Solution Overview for State of Nebraska

Solution: Covid-19 Vaccine Software

Location: State of Nebraska

Nomi Health has deployed COVID-19 Vaccination Software. Nomi Health is ready to meet the State of Nebraska's standards of providing an efficient and pleasant patient experience. Our solution is comprised of one (1) main component

1. **Nomi Connect:** Technology and Communications, Workflow, Scheduling, Information and Insights, Reporting

Key Assumptions – State of Nebraska

1. \$250,000 minimum investment

Summary Scope Descriptions

There are multiple configurations of our solution. The tables below represent variations of the program that have been deployed. We are open to discussions on additional support models that may be required to support the State of Nebraska.

Turnkey / Fixed Site and Mobile Vaccination Solution

| Component | Key Capabilities |
|--------------------------------------|---|
| Technology and Communications | <ul style="list-style-type: none"> • Online Patient Health Assessment & Appointment Scheduling¹ • Patient Engagement and Booster Shot Reminders by Prescribed Time Intervals² • Vaccination Type Tracking³ • QR Code Scanning³ • Call Center & Chat Support⁴ • Multi-Language Support⁴ • Secure Patient Data Storage and Retention⁵ • Targeted Outreach, Appointment Notifications & Patient Follow-Up¹⁵ • Community Vaccine Education¹⁵ • Medical Billing Management²⁰ |
| Information and Insights | <ul style="list-style-type: none"> • COVID-19 Vaccination Dashboards¹⁷ • Configurable Reports¹⁷ • Detailed Population Metrics¹⁸ • Vaccination, CDC, and Provider Reporting Requirements¹⁹ |

Detailed Scope Descriptions

1. **Online Patient Health Assessment & Appointment Scheduling:** Platform that enables patient vaccination scheduling with available dates and times for appointments. This site will provide functionality to allow patients interested in vaccination and that meet state requirements to sign up in advance and on site.
2. **Booster Shot Reminders by Prescribed Time Intervals:** Platform that enables proactive patient engagement for 2-shot dose appointment scheduling (as applicable), including patient notifications to return for second dose appointment aligned with recommended intervals.
3. **Vaccine Type Tracking and QR Code Scanning:** Provide the technology for unique QR Code, bar code, and labeling to track each individual patient and vaccine.
4. **Secure Patient Data Storage and Retention:** Our platform provides a HIPAA, HITRUST, ISO270001, Fed Ramp compliant technology stack to secure and retain patient data.
5. **Nebraska State Immunization Information System Integration:** Nomi Health will establish a data feed with the Nebraska IIS, meeting daily vaccination reporting requirements. State of Nebraska will be responsible for providing the required schema for the data and supporting integration testing.
6. **Vaccination, Provider, and CDC Reporting:** Nomi Health will assist state with reporting requirements (i.e. 6:59 AM local time).
7. **COVID-19 Vaccination Dashboards and Configurable Reports:** Provides configurable real-time dashboards and reports for designated users
8. **Detailed Population Metrics:** As part of configurable reports and dashboards, Nomi Health can provide insights and analytics based on demographic information provided during patient intake process.
9. **Communications (Outreach, Notifications, Follow-Up, Community Education):** Nomi Health capabilities include a) working with local media (print, radio, television, social) to announce when and where the clinics will be open, b) appointment confirmation and notifications via text and email, c) educational posters, videos, and pamphlets that can be distributed in line, sent prior to appointment, and as follow up to the appointment d) in-person education via the administering nurse, e) working with local civic groups for outreach (additional cost), and f) notification when vaccine appointment capacity becomes available.

Our capabilities can be deployed across a variety of site models (e.g., Large Sites, Medium Sites, and Mobile Vans / At Home), where patient experience will center around the online portal for community education and vaccine availability information. Nomi Health plans to leverage existing capabilities in Nebraska; however, we are also ready to service new locations, as directed by the State of Nebraska.

Pricing Proposal – COVID-19 Vaccine Solution

Included Deliverables:

| |
|--|
| Turnkey Vaccine Solution for State of Nebraska |
| Nomi Connect - Vaccine Technology & Communications |
| Nomi Connect - Reporting and Analytics |
| Cost: |
| <ul style="list-style-type: none"> • \$10/vaccine sold in blocks of 10,000 vaccines scheduled (\$100,000) • Initial block is 25,000 vaccines scheduled (\$250,000) • After 300,000 vaccines scheduled (\$3,000,000 invoiced), Nomi Health will not charge the State of Nebraska until 1,500,000 vaccines scheduled has been achieved (Cost from 300,000-1,500,000 - \$0) • After 1,500,000 administered the cost per vaccine is \$2 |

| Pricing | \$10/vaccine |
|-------------------|--------------|
| 1-300,000 | \$3,000,000 |
| 300,001-1,500,000 | \$0 |

25,000 vaccine or \$250,000 minimum

| Pricing | \$2/vaccine |
|------------|-------------|
| 1,500,001+ | TBD |

Agreed and Accepted:

State of Nebraska

Name: _____

Title: _____

Date: _____

Signature: _____

Nomi Health, Inc.

Name: _____

Title: _____

Date: _____

Signature: _____

Certificate Of Completion

| | |
|--|---|
| Envelope Id: DA3263568FBF4706A50A2BE2AC885E5E | Status: Completed |
| Subject: Please DocuSign: Nomi Health Vaccine Scheduling | |
| Division: Public Health | |
| Envelope Type: Contract | |
| Document #: Nomi Health Vaccine Scheduling | |
| Source Envelope: | |
| Document Pages: 21 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | |
| Envelopeld Stamping: Enabled | |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | |
| | Envelope Originator: Holly Glasgow 301 Centennial Mall S Lincoln, NE 68508-2529 holly.glasgow@nebraska.gov IP Address: 164.119.5.233 |

Record Tracking

| | | |
|--|---|--------------------|
| Status: Original 4/12/2021 2:50:36 PM | Holder: Holly Glasgow holly.glasgow@nebraska.gov | Location: DocuSign |
|--|---|--------------------|

Signer Events

Daniel Schwendiman
Daniel@nomihealth.com
VP Finance
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

64ED00940932468...
Signature Adoption: Pre-selected Style
Using IP Address: 24.10.220.122

Timestamp

Sent: 4/12/2021 3:06:57 PM
Resent: 4/15/2021 9:47:19 AM
Resent: 4/20/2021 9:12:31 PM
Viewed: 4/12/2021 3:07:38 PM
Signed: 4/20/2021 9:38:33 PM

Electronic Record and Signature Disclosure:
Accepted: 4/12/2021 3:07:38 PM
ID: 2426c927-283a-47dd-8cbf-93e7e2b3c8bb

Lori Snyder
Lori.Snyder@nebraska.gov
CIO
Security Level: Email, Account Authentication (None)

DocuSigned by:

5305395E594843C...
Signature Adoption: Pre-selected Style
Using IP Address: 164.119.5.146

Sent: 4/20/2021 9:38:35 PM
Viewed: 4/20/2021 9:49:03 PM
Signed: 4/20/2021 9:49:26 PM

Electronic Record and Signature Disclosure:
Accepted: 12/30/2020 4:45:11 PM
ID: 320aa103-c90c-49c4-8245-84b29a8862c7

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |

| Carbon Copy Events | Status | Timestamp |
|--|---|----------------------------|
| <p>Holly Glasgow holly.glasgow@nebraska.gov Buyer III DHHS-Procurement Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div> | Sent: 4/12/2021 3:06:57 PM |
| <p>Nicole Effle Nicole.Effle@nebraska.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div> | Sent: 4/20/2021 9:38:34 PM |
| <p>Angela Ling Angela.Ling@nebraska.gov Incident Commander Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/18/2021 10:58:21 AM ID: c8e80e73-e831-40b3-be6d-68016fae637c</p> | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div> | Sent: 4/20/2021 9:49:28 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/12/2021 3:06:57 PM |
| Certified Delivered | Security Checked | 4/20/2021 9:49:03 PM |
| Signing Complete | Security Checked | 4/20/2021 9:49:26 PM |
| Completed | Security Checked | 4/20/2021 9:49:28 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

CONSUMER DISCLOSURE

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nebraska Department of Health & Human Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: john.canfield@nebraska.gov

To advise Nebraska Department of Health & Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at john.canfield@nebraska.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Nebraska Department of Health & Human Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nebraska Department of Health & Human Services

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |

| | |
|----------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------|---------------------------|

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.