

**AGREEMENT
IN CONNECTION WITH
New Jersey State Waiver No. AN-094 Supplement No. 1**

This Agreement is made effective as of _____, by and between Dimagi Inc. (“Dimagi Inc”). ” whose address is 585 Massachusetts Ave. Cambridge, MA 02139 and the State of New Jersey, Department of the Treasury, Division of Purchase and Property, whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625-0039, on behalf of the State of New Jersey, Department of Health (collectively, the “State”).

WHEREAS, the State entered into an agreement, Waiver Contract AN-094, with Dimagi Inc. for Contact Tracing technology and services to identify, track and trace Covid-19 cases throughout New Jersey and beyond in an attempt to monitor Covid-19 progression; and

WHEREAS, the State and Dimagi Inc. have agreed to supplement the scope of work for the original Waiver Contract (AN-039), as set forth in Exhibit A attached hereto, by adding the design and build of a secondary application that would enable the registration and tracking of contacts without an epi-link to a known, lab confirmed case and would integrate with the existing case investigation and contact tracing (CICT) solution; and

WHEREAS, the cost of the services under the additional scope of work shall be \$400,000.

THEREFORE, for good and valuable consideration, the parties to this Agreement hereby agree as follows:

1. Dimagi Inc. agrees that Waiver Contract AN-094 Supplement No. 1 between Dimagi Inc. and the State consists of the following documents (which shall be collectively referred to as the “contract”):
 - A. This Agreement;
 - B. Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev. 6/14/2018), signed on May 8, 2020_ (“Waivered Contracts Supplement”
 - C. Standard Terms and Conditions, the “Terms and Conditions”)The New Jersey Division of Purchase and Property State of New Jersey Standard Terms and Conditions (Rev. 10/21/2019), signed on _5/8/2020____ (“Standard Terms and Conditions”), ;
 - D. Dimagi Price quote
 - E. Terms of Service: <https://www.dimagi.com/terms/latest/tos/>, Effective Date May 25, 2018;
 - F. Privacy Policy: <https://www.dimagi.com/terms/latest/privacy/>, Effective Date May 25, 2018;
 - G. Business Agreement: <https://www.dimagi.com/terms/latest/ba/>, Effective Date May 25;
 - H. Acceptable Use Policy: <https://www.dimagi.com/terms/latest/aup/>, Effective Date May 25, 2018; and

- I. COVID-19 Tracking System for New Jersey - Statement of Work Modification #1, attached hereto as Exhibit A.

In the event of a conflict in the terms and conditions among the documents comprising the contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking).

2. Modifications to the Terms and Conditions:

- A. Section 5.18 of the Waivered Contracts Supplement is hereby modified to include the following changes:

- 5.18 OWNERSHIP

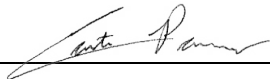
- g. State grants to Contractor a non-exclusive, royalty-free license (“License”) to the Documentation and Training Deliverables for the express purposes of (i) creating derivative works of the Documentation and Training Deliverables and (ii) reproducing and distributing such derivative works. The License excludes all rights to any content in the Documentation and Training Deliverables that is specific to services performed for the State under the Agreement or identifies the State in any way. It is the understanding of the parties that all derivative works shall be generic in nature, having general applicability to training Contractor’s customers. The State reserves all other rights to the Documentation and Training Deliverables described in subparagraph (g) of this section
- h. Travel Safety (Applicable if there is any international travel planned under this agreement, which there is not): Dimagi considers the safety of its staff to be paramount. If this Agreement requires Dimagi staff to travel internationally or locally to a Client site to complete project work, Dimagi will procure at its own cost travel insurance and/or medical evacuation insurance to ensure the safety of its staff. Dimagi uses a global security firm Healix International to provide risk assessments, and will comply with Healix's recommended procedures for travel. In the infrequent event that a security or safety concern may require Dimagi to evacuate staff and/or cancel upcoming travel, Dimagi reserves the right to forego project travel and make alternative arrangements as needed to ensure the safety of its staff. As applicable, Client agrees that it will provide Dimagi Staff with the same level of safety procedures provided for its own staff locally, and will include Dimagi Staff in safety announcements and security procedures while in country. Client agrees to provide the contact information for a local representative or the Client's security services that may be contacted in case of an emergency before travel in country. Point of contact for travel emergency situations:
 - Name:
 - Title:
 - Organization:

- Location (city, country):
- Phone Number: +

3. The parties agree that this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of executed by both parties below

DIMAGI INC.

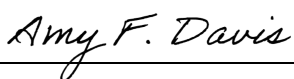
By: 

Name: **Carter Powers**

Title: **COO**

Date: **Nov 4th, 2020**

STATE OF NEW JERSEY
Department of the Treasury
Division of Purchase and Property

By: 

Name: Amy F. Davis

Title: Associate Deputy Director

Date: 12/18/20

Approved as to Form:

GURBIR S. GREWAL
Attorney General of the State of New Jersey

By: /s/ Jakai T. Jackson

Jakai T. Jackson

Deputy Attorney General



Exhibit A

COVID-19 Tracking System for New Jersey - Statement of Work Modification #1

Background

Over the past three months, Dimagi and the State of New Jersey have worked closely together to rapidly configure and deploy an end-to-end COVID-19 response solution that enables case investigation and contact tracing (CICT). The solution was localized to meet the State of New Jersey' needs. It has since scaled state-wide and is actively used by the majority of State case investigators and contact tracers.

New Jersey is anticipating the changing availability and maturity of Exposure Notification applications, as well as use cases like tracking travelers or registrations at ports of entry. As such, this scope of work is focused on the design and build of a secondary application that would enable the registration and tracking of contacts without an epi-link to a known, lab confirmed case. This application would integrate with the existing CICT solution such that contacts registered through the new application could still be converted to PUIs in the existing CICT application. These updates are organized in the proposed deliverables below.

Proposed Deliverables

Deliverable One: Build integration to SoNJ's EN vendor of choice to integrate positive OTP Pin code confirmation

Dimagi will integrate the SoNJ's EN vendor of choice assuming that they have an API similar to the RESTful APIs of several vendors that accept a phone number, symptom onset date, and test date. This integration will leverage Dimagi's Enterprise Web User tier.

Deliverable Two: Design of a secondary application to capture "unlinked" contacts

Dimagi will create a secondary application able to register "unlinked" contacts without an epi-link to a known positive case. This application will be a second application available in the core CICT solution. User management will be part of this design phase to determine if a second login should be created for users of the secondary app or other ways to segregate the UX from the main CICT app.

Deliverable Three: Build of secondary application documentation of APIs

Dimagi will build the application and document the API usage of this secondary application to facilitate an integration with the external sources of unlinked contacts such as exposure notification, Travelers, or a Port of Entry tool.

Budget

Deliverable One will require adding the Enterprise Web App user tier for web users that is priced at \$10/mo. This will provide access to:

- Real-time geocoder resolution Address Question type
- One-click Custom Integration with AWS Connect
- One-click Custom Integration with Exposure Notification APIs
- User-defined App User Profiles
- Link signing via HMAC (Hashed Message Authentication Code) for 3rd party website callout (also needed if SoNJ uses CTAssist)

This will be billed based on the number of actively monthly users. Currently the state has 1,344 active users. It is recommended to allocate an additional \$200,000 towards these costs for the remainder of Year 1.



Exhibit A

Deliverables Two and three are budgeted at \$200,000. The total cost of SOW Modification 1 total is \$400K.