State of New Jersey
New Jersey Department of

Epidemiology (4230)

Release Purchase Order

T3121 Software Reseller Services

P.O. Date: 9/9/2024

Blanket Order Number

20-TELE-01512:3034

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

Agency Ref. #

VENDOR

Vendor Number: ██████ 1
Insight Public Sector Inc

2701 E Insight Way
Chandler , AZ 85286
teamnj@insight.com
480-333-3071

Vendor Alternate ID: ██████

Remit Address:
Jim Trevino
PO Box 731072
DALLAS, TX 75373-1072
US

Email: ach@insight.com
Phone Number: (480)333-3102

SHIP TO

██████
55 North Willow Street
TRENTON , NJ 08608
US
Email: ██████
Phone: ██████

BILL TO

██████
55 North Street 6th floor
Trenton, NJ 08625-0360
US
Email: ██████
Phone: ██████

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: ██████

Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Freight Terms: Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 208-80

MONMAINT-MAY1 Docket Health Mobile Application Monthly Maintenance Start Date: 10/01/2024 End Date 06/30/2025
9 Months

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 473,875.83	EA	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 473,875.83

Item # 2
Class-Item 208-80

SOFTENHAN-HR Docket Software Enhancement - Hourly Rate

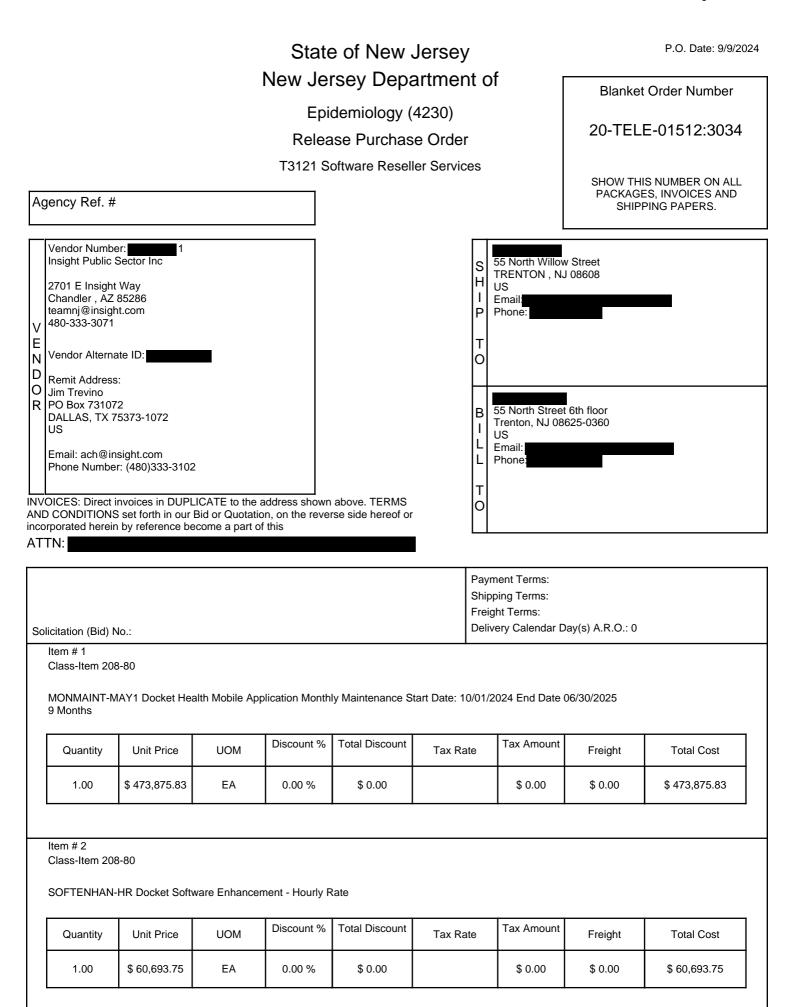| Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 60,693.75	EA	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 60,693.75

Item # 3
Class-Item 208-80

MONMAINT-PWAY1 Docket Health PWA Monthly Maintenance 1 Year Start Date: 10/01/2024 End Date: 06/30/2025 9 Months

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 236,937.96	EA	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 236,937.96

TAX: $ 0.00

FREIGHT: $ 0.00

TOTAL: $ 771,507.54

APPROVED

By: ███████

Phone#: ████████

BUYER

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10210216

NJ DEPT OF HEALTH
55 N WILLOW ST
TRENTON NJ 08608-1203

SHIP-TO

NJ DEPT OF HEALTH
55 N WILLOW ST
TRENTON NJ 08608-1203

Quotation

Quotation Number	:	0227520727
Document Date	:	19-JUN-2024
PO Number	:	
PO release:	:	
Sales Rep	:	Dennis Westerfield
Email	:	DENNIS.WESTERFIELD@INSIGHT.COM
Telephone	:	+14803501674
Sales Rep 2	:	Ronald Walters
Email	:	RONALD.WALTERS@INSIGHT.COM
Telephone	:	+19374159463

We deliver according to the following terms:

Payment Terms	:	Net 60 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

PO #T3121/ 20-TELE-01512

Material	Material Description	Quantity	Unit Price	Extended Price
MONMAINT-MA1Y	Docket Health Mobile App Monthly Maintenance -maintenance - 1 year TIER 3 Coverage Dates: 01-OCT-2024 - 30-JUN-2025 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Cost: 50,750.00 Markup: 3.750%	9	52,652.87	473,875.83
MONMAINT-PWAY1	Docket Health PWA Monthly Maintenance -maintenance - 1 year TIER 3 Coverage Dates: 01-OCT-2024 - 30-JUN-2025 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Cost: 25,375.00 Markup: 3.750%	9	26,326.44	236,937.96
SOFTENHAN-HR	Docket Software Enhancement - Hourly rate service TIER 3 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Custom Agreement #: 22-T3121-DOCK01 Cost: 300.00 Markup: 3.750%	195	311.25	60,693.75

Product Subtotal	710,813.79
Services Subtotal	60,693.75
TAX	0.00
Total	771,507.54

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dennis Westerfield
+14803501674
DENNIS.WESTERFIELD@INSIGHT.COM
Fax   4807607366

Ronald Walters
+19374159463
RONALD.WALTERS@INSIGHT.COM

*Please note for any Oracle products purchased under this contract.
This quote/order expressly incorporates by reference the Custom Agreement between the State of New Jersey ("NJ'") and Oracle America, Inc. ("Oracle") No. US-GMA-2417598 (21-M0003-ORCL01) as the End User Agreement between You and Oracle. The End User Agreement represents the complete end user terms and conditions directly between end user and Oracle and shall be the exclusive and controlling terms and conditions for all matters pertaining to Oracle notwithstanding what terms and conditions may reside in the agreement between NJ and Insight Public Sector, Inc. in Contract Number # T3121/Master Blanket P.O. 20-TELE-01512.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

From: ███████████████

Sent: Monday, June 17, 2024 2:59 PM

To: TeamNJ@insight.com; Yorktel NJ Start <njstart@yorktel.com>; Bradley.Handler@dell.com; NJGOV <NJGOV@cdwg.com>; Dennis.Westerfield@Insight.com; $contracts <contracts@yorktel.com>; Cam Luscombe <camlusc@cdwg.com>; Dave Norinsky <DAVNOR@cdw.com>; ███████████████████████████████████ ████████████████████████████████████

Cc: michael.perretta@dockethealth.com

Subject: NJ Department of Health Request for Quote - DOCKET

To T3121 resellers:

Please provide the NJ Department of Health (NJDOH) with a quote for the following:

Vendor: Docket Health

Product: See Attached Docket SOW (3_Year_SOW_Docket_060723)

On the quote, please include the following:

1. Your T3121 contract number
2. Product Description
3. Price of the service
4. % discount or % mark-up
5. State's price
6. Terms of service
7. Docket custom agreement 22-T3121-DOCK01

The quote should be valid for at least 60 days and for **year 2 of 3**. A response is requested by noon on Friday, June 28, 2023. Please reply with a "no-bid'" response if you will not be providing a quote.

Should you have any questions please reach out to the Docket contact (copied here), Michael Perretta **at** michael.perretta@dockethealth.com.

Thank you,

████████████████

████████████████████

Division of Epidemiology, Environmental & Occupational Health
New Jersey Department of Health

████████████████

█████████████████████████

SCHEDULE A
STATEMENT OF WORK

Client	New Jersey Department of Health ("NJDOH" or "Client")
Contract Number	22-T3121-DOCK01
Anticipated Commencement Date	10/01/2024
Anticipated Termination Date	06/30/2025
Location	Fully remote

Background:

New Jersey Department of Public Health ("NJDOH") is seeking assistance from Docket Health, Inc. ("Docket") in providing consumers with secure digital access to their personal and family immunization records. As of July 2024, over 2,086,000 New Jersey immunization records have been accessed using the Docket® app. Since its initial launch, Docket and NJDOH have worked together to expand the service to include all types of immunization records beyond COVID-19. The project team further optimized Docket® to support alerts for upcoming and overdue vaccinations. Docket® is offered as a service to help parents track their child's vaccines, simplify back-to-school enrollment, and vaccine verification for employment and travel. Docket® also utilizes both SMART® Health Cards and SMART Health Links technologies. This SOW includes a browser-based app version.

Overview of Services

1. Background

NJDOH seeks to contract with Docket Health, Inc. ("Docket") to utilize the Docket® app as New Jersey's immunization record consumer access solution. Docket will maintain the platform (e.g. perform necessary system upgrades, monitor system availability, assist users and NJDOH staff in troubleshooting efforts) and develop enhancements intended to expand NJIIS ("New Jersey Immunization Information System") consumer access, encourage proper immunization adherence, and improve NJDOH administrative capabilities (e.g. reporting and troubleshooting).

The Support and Maintenance Services to be provided hereunder consist of Level 2+ technical support to NJDOH, hosting, maintenance and enhancement services for the Application.

Docket shall provide NJDOH:

- Cloud hosting services via Amazon Web Services (AWS);
- Backend Infrastructure support;
- Application support;
- KPI tracking;
- Application Enhancements

1.1. Definitions

"Application" or **"App"** refers to the Docket® app – both the mobile app and the browser-based app, which provides consumers with access to their immunization records.

"Browser-based App," "Browser App," "Progressive Web App," or "**PWA"** specifically refers to a version of Docket® which may be used by consumer on a web browser without the need to download the Docket® app.

"Enhancements" are new feature requests or App changes requested by NJDOH. Examples of potential Enhancements are described in this agreement.

"Services" means App functionality that supports consumer access to NJIIS immunization records.

"**Issue**" means a defect or combination of defects in the Application that results in a failure of the Application to function substantially in accordance with its specifications.

"Support Contacts" means any nominated Client technical personnel who are authorized to contact Docket Health, Inc. regarding support.

"Working Day" means a day other than a Saturday or Sunday or public holiday in the USA.

"**Working Hours**" means 9.00am to 5.30pm on Working Days EST.

"**New Jersey Verified Searches**" means a unique immunization record search that has been successfully verified using two-factor identity verification not including record refreshes.

"Monthly Maintenance" refers to consolidated Maintenance, Support, Licensing, and Usage fees invoiced on a monthly recurring basis.

1.2. Deliverables

Docket will provide to NJDOH the following deliverables under this agreement:

- Modifications and Enhancements to the Docket® app and PWA as requested by NJDOH
- Non-transferable, non-exclusive license to use the Docket® app and PWA
- Monitoring of system availability and errors
- Application maintenance and support
- Creation of collateral materials

1.3. Acceptance Criteria

- NJDOH will complete evaluation of Services before Docket publishes App updates to the Apple App Store or Google Play Store. Support Contacts will provide written sign-off.
- Docket may publish critical App updates outside of Working Hours without receiving NDOH sign-off if the App update contains essential bug fixes or security patches. In these cases, Docket will promptly share in writing with NJDOH a description of the emergency changes.
- The criteria for acceptance will be the compliance of the Deliverables with the agreed specifications. Examples of potential Enhancements are described in this agreement.

1.4. Examples of Software Enhancements

Docket will design, develop, test, implement, and support software enhancements at the request of NJDOH. Examples of potential enhancements include: introducing new language translations, modifying Docket® with New Jersey branding, incorporating informational materials in the

Docket® app, system-level dashboards for NJDOH administrators, implementing data extraction methods for NJDOH reporting, etc.

Activities include project management, product management, system architecting, design, engineering, QA, deployment, monitoring, and refactoring.

1.5. Description of Maintenance

Docket performs a number of tasks to maintain availability of the Services. Maintenance includes activities such as monitoring system availability, reporting outages relating to external dependencies (e.g. IZ Gateway), fixing regression bugs, updating the code base and other services (e.g. third-party APIs), addressing known and/or potential security vulnerabilities, implementing software changes to account for iOS and Android software updates, reporting metrics to NJDOH, meeting with NJDOH stakeholders to review status and prioritize project tasks, addressing user inquiries on social media, analyzing user inquiries to identify trending issues, refactoring existing functionality to improve performance and sustainability, assisting NJDOH in user support and outreach, and other activities not relating to the creation of new App functionality requested by NJDOH.

1.6. Description of Licensing

Docket issues NJDOH a non-transferable, non-exclusive license to use the Docket® app in order to deliver the Services throughout the term of the agreement. This license grants NJDOH creative authority to New Jersey-specific functionality as well as the right to distribute access of the Services to New Jersey residents and other healthcare consumers with NJIIS records. Docket will make good faith efforts to engage NJDOH to ensure that changes to the App meet NJDOH's expectations. This license covers any software that Docket creates in the scope of this agreement for the duration of the full contract term.

1.7. Description of Usage (previously "Identity Verifications")

Docket uses third party services (e.g. Twilio) for identity verification purposes. In its current implementation, Docket® sends users SMS and robocalls containing unique PINs for identity verification. Additional user verification methods that involve document scanning or OAuth handshakes make require additional costs not included in this agreement.

1.8. Change Control

During the course of Docket's performance of the Services, NJDOH may desire a change in the scope of the Services. For example, NJDOH may request new Enhancements. NJDOH's requests for Enhancements or other changes shall be made in writing and delivered to Docket's Project Manager. Project Managers from both parties will review the proposed change or Enhancement and determine the effect that implementation of the change will have on price, schedule, and other terms and conditions of the Statement of Work in question. Upon completion of the review, any changes in price, schedule, or other terms will be documented, as the parties select, either by an amendment to or a sequentially numbered replacement of the Statement of Work in question in either case expressly agreed upon by both parties (including expressly via email).

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2. Roles and Responsibilities

Docket shall provide the following personnel as part of the application development and delivery team. Docket will backfill positions and upstaff as needed.

- **Product/Project Manager (Docket CEO)**
  Responsibilities:
  - Overall project success
  - Project and product oversight
  - Financial and business oversight
  - Business relationship management
  - Personnel oversight and management
  - Oversees UX/UI design and quality assurance
  - Production and maintenance of collateral materials
  - Monitoring system availability and reporting outages
  - Diagnosing and troubleshooting bugs and other system defects
  - Primary contact for customer satisfaction inquiries and escalations

- **Technical Lead (Docket CTO)**
  Responsibilities:
  - Code reviews
  - Data security and privacy
  - Technical oversight and leadership
  - System architecture and code deployments
  - Oversees UX/UI design and quality assurance
  - Monitoring system availability and reporting outages
  - Diagnosing and troubleshooting bugs and other system defects

- **Frontend Developer**
  Frontend engineers are responsible for the design and implementation of all frontend services (i.e. native iOS and Android mobile apps and browser-based applications).
  Responsibilities:
  - Delivery of frontend functionality
  - Code review and quality assessment
  - Delivery of accessible user experiences
  - Input into frontend technologies and practices
  - Creation of high quality components and widgets

2.1. NJDOH Obligations

- NJDOH will assign project stakeholders, including Support Contacts, who will help direct Docket's work, help set priorities, help unblock problems, and help with communication and collaboration amongst the various stakeholders.
- NJDOH project stakeholders will review and approval of Enhancements.
- NJDOH will provide decision and direction on adjustments to design, features and functionality of the existing app, as desired and as required by local law.
- NJDOH will promptly provide NJDOH-specific content, policy texts, accessibility and language requirements and any required translated text.
- If required, NJDOH will commission penetration test and application security testing to assess the backend, API security models and Application code at NJDOH's expense.
- NJDOH will provide support to end users with assistance from Docket.

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2.2. Contacting Support

Docket can be reached for technical support via phone, email, or teleconference call. In addition, Docket and NJDOH will work together to schedule recurring project meetings (e.g. weekly or biweekly) to review overall project status, identify potential issues or blockers, and plan future project deliverables and user engagement. All requests and inquiries must come from NJDOH's assigned Support Contacts.

2.3. Priority Levels, Issue Resolutions

Priority Levels	
Priority 1 (P1) (Critical)	The Application is severely compromised and not functioning, impacting on an extensive number of or all end users.
Priority 2 (P2) (High)	A key element(s) of the Application is not operational, resulting in a loss of service to an extensive number of or all end users or material loss of performance impacting on an extensive number of or all end users
Priority 3 (P3) (Medium)	The Application is not functioning as expected and is impacting the optimal performance of the system or a cosmetic defect.
Priority 4 (P4) (Low)	These include requests for information, a minor error in documentation, or suggestions for improvement unrelated to an error.

Issue Type	Response	Target Resolution
Priority 1	2 hours within Working Hours	8 hours
Priority 2	4 hours within Working Hours	12 hours
Priority 3	1 day	Next planned release
Priority 4	5 days	Next planned release

- Priority 1 and Priority 2 Issues will be handled as soon as Docket becomes aware of the issue.
- For other Priorities, times quoted refer to Working Hours and Working Days.
- For those issues for which a workaround is implemented, the target for a solution will be 20 working days after the implementation of the workaround.
- Once a resolution has been developed, deployment will be subject to the submission and approval times of the Google Play and Apple App stores.
- Docket will communicate troubleshooting steps with NJDOH.
- Docket will inform NJDOH when issues have been solved.
- Docket will monitor system performance and user inquires after introducing a fix.

Response	A response consists of providing an acknowledgement of the issue
Resolution	Resolution consists of providing: - An existing solution or acceptable workaround or - A new solution or - A viable detour or - An updated patch or release All Resolution times are dependent on NJDOH providing all information requested by Docket to assist in resolution in a timely and accurate manner.

2.4. Cloud Services Service Level Agreement

Docket will provide NJDOH with the benefit of any AWS SLA. The applicable Amazon SLAs are at the following link: https://aws.amazon.com/legal/service-level-agreements/

2.5. Subcontractors

Docket may use subcontractors to augment some software development efforts. Docket employs Gun.io as a subcontractor. Subcontractors are subject to background checks.

2.6. Application Maintenance

Docket shall keep the Application up to date with any releases by Apple or Google to the feature and operating system or security updates within 60 days of public release. NJDOH acknowledges that Docket regularly performs system upgrades as needed in order to maintain business continuity.

Docket will continue to evaluate code automated code scans for supply chain vulnerabilities. Docket will take corrective action to address any known vulnerabilities within an acceptable timeframe as outlined in this agreement.

3. SAAS Requirements

3.1. Protection and Encryption for all Personal Data

Docket encrypts all PII at-rest, and all data is always encrypted in-transit using modern NIST-approved encryption methods. Additionally, Docket leverages OS-level protection on mobile devices where applicable (e.g. Apple's Keychain). Docket clearly indicates what data is required from consumers in order to use the Service through the use of prominent disclosures.

3.2. Protection and Encryption for all Non-public Data

Docket is responsible for implementing and maintaining appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Docket applies to its own Personal Data and Non-Public Data of similar kind.

3.3. Recovery Time Objective

The maximum tolerable length of time that the Docket's solution may be unavailable after a failure or disaster occurs is 12 hours. Docket is not responsible for system outages external to Docket such as the IZ Gateway, NJIIS, AWS, Twilio, and other supporting services. Docket will notify NJDOH of external outages within 2 hours of being made aware.

3.4. Additional Considerations

Personal Data shall not be stored on Mobile Devices, except for PDFs when the user downloads immunization record PDFs using the app. Where Mobile Devices are required for Docket to

accomplish the work, Docket shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.

Please refer to the accompanying SAAS supplement in the custom agreement for information regarding the agreed-upon data retention period, post-termination assistance, security logs and reports, and timeframe for notice of upgrades.

4. Fees

4.1. Breakdown of Fees

Contract Term	Monthly Maintenance – Mobile App	Monthly Maintenance – PWA	Total Software Enhancement Hours Per Year	Software Enhancement Hourly Rate	Total Annual Costs
10/01/2024 – 06/30/2025	$ 50,750.00	$ 25,375.00	195.00	$ 300.00	$ 972,000.00

"Monthly Maintenance" refers to consolidated Maintenance, Support, Licensing, and Usage fees invoiced on a monthly recurring basis. Docket will include the number of hours worked in monthly invoices along with the Monthly Maintenance fees. The maximum cost to NJDOH under this agreement is $2,916,000 over three years ($972,000 per year).

4.2. Invoicing for Enhancements and Identity Verification Fees

Costs related to Enhancement requests will be invoiced on a monthly basis (for agreed-upon Enhancement requests only) along with Consolidated Maintenance, Support, Licensing, and Usage.

4.3. Future Development

If required, further development of the application beyond the what is included in the SOW costs above may be done on a Time and Materials basis. These services may include custom design and development, bespoke back-end integration or as otherwise requested by NJDOH.