The Rector and Visitors of the
University of Virginia
On behalf of its Medical Center

Request for Proposal #BAB-012819

Population Health Tool

Issued By:
Medical Center Procurement
Division of Supply Chain Management
University of Virginia Medical Center
Charlottesville, Virginia

January 28, 2019

UNIVERSITY
of VIRGINIA
HEALTH SYSTEM
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Population Health Tool

RFP Number: #BAB-012819

Issue Date: January 28, 2019

Brief Description: The Rector and Visitors of the University of Virginia, a Virginia public corporation, on behalf of its Medical Center (hereinafter “Medical Center”, “UVA MC”, “UH” or “University”) seek an experienced firm to provide a Population Health Tool, to include implementation, testing, training and support services post-warranty.

Questions and Communications: Any questions and communications concerning this RFP must be sent to and through the Senior Contract Negotiator (SCN) listed below, or as otherwise indicated.

Optional Pre-proposal Conference: An optional Pre-proposal Conference will be held on Monday, February 11, 2019 @ 1:00 PM EST at University of Virginia Medical Center’s West Complex, 1300 Jefferson Park Avenue, Room 1951, Charlottesville, Virginia (map may be viewed at this web site: http://www.virginia.edu/Map/). The purpose of the Pre-proposal Conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this RFP. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Vendors may bring a maximum of two (2) attendees to the conference. Bring a copy of the solicitation with you.

Firms planning to attend the Pre-proposal Conference should notify SCN either by email (brucebradley@virginia.edu) or telephone (434-243-2707), no later than COB 5:00 PM EST on Thursday, February 7, 2019, of the names, titles, and phone numbers of the individuals who will attend.

Proposal Due Date: The due date for this proposal is Tuesday, February 26, 2019. Proposals are to be sent using the contact information below. By mail, provide minimum of (16) copies of each proposal and a full electronic version of the RFP, either sent electronically or on CD ROM with the response. The University of Virginia (the “University”) may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Presentations & Negotiations: On site presentations and/or negotiations will be held in March 2019.

Expected Award Date: May 31, 2019

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for three years, with the ability to renew on the same terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

Refer all questions to: University of Virginia Medical Center
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: http://www.healthsystem.virginia.edu/internet/scm. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call Marjorie Chambers (434) 924-9374 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact Bruce A. Bradley listed above.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

Overview of the Medical Center:
1. UVA Medical Centers and Services

The UVA Medical Center houses the outpatient and inpatient clinical portion of the University of Virginia Health System which also includes the Schools of Medicine and Nursing, the Claude Moore Health Sciences Library and the UVA Physicians Group (UPG). Inpatient and outpatient services are provided in a number of geographic locations which must be served by clinical and financial information systems. The Health System has routinely been included in rankings of high quality providers including Magnet recognition for superior nursing processes and quality patient, U.S. News and World Report’s Best Hospitals and Best Children’s Hospitals (7 nationally ranked specialties in 2016), and Best Doctors in America. Plans are underway for additional future facility and clinical program development which will be integral parts of the patient, family and clinician experience. The current and future array of services and sites include:

a. University Hospital (UH)

A full service, 10-story, 800,000 square foot academic medical center originally opened in 1989 offering the comprehensive array of inpatient and outpatient diagnostic, treatment and support services, serving a wide geographic region extending beyond Virginia into West Virginia, North Carolina, Maryland and beyond, including primary through quaternary care. It is staffed by more than 7,000 clinicians and staff, as well as over 1,000 volunteers. UH includes a Level I Trauma Center and a Level 4 Neonatal Intensive Care Unit. Ground and air transportation capabilities support and allow transport of patients from accident scenes, other hospitals and other locations. The inpatient services consist of approximately 600 beds. A hospital expansion project is underway that will renovate and expand the Emergency Department, expand interventional services and convert most of our semi-private patient rooms to private rooms. UH also has a 20 bed short stay unit, providing short term care for post procedure and observation patients.

b. UVA Children’s Hospital

UVA Children’s Hospital provides primary and specialty care in more than 30 specialties to children throughout Virginia. It is nationally ranked by U.S. News & World Report and includes a hospital-within-a-hospital at UVA Medical Center with 111 beds, a dedicated pediatric emergency department, a Neonatal Intensive Care Unit for infants, a Pediatric Intensive Care Unit for children younger than 18 and the UVA Child Health Research Center. The Battle Building, opened in 2014, consolidates outpatient children’s care at a single location in Charlottesville.

i. The 200,000-square-foot Battle Building at UVA Children’s Hospital is consolidating UVA’s outpatient care for children. It brings together hundreds of doctors and healthcare staff devoted to caring for kids and families into a building designed to place children at ease and promote healing. Children can receive primary care as well as care from pediatric providers in dozens of specialties, including allergy, cardiology, hematology/oncology and teen health.
ii. Outreach Clinics – Physicians conduct Field Clinics throughout Virginia, providing pediatric subspecialty care in at least seven communities not able to support key subspecialties.

c. University of Virginia Outpatient Surgery Center

Located within the Battle Building, the Outpatient Surgery Center is comprised of twelve ORs and two procedure rooms as well as recovery room and related support services. A full array of anesthesia and surgical services is provided in this setting. Patients can be easily transported from the center to the UH if necessary for additional care or overnight stay if needed.

d. UVA Transitional Care Hospital

A 40 bed long term acute care hospital was established to expand the UH inpatient bed capacity and enhance operations and financial stability by relocating patients who require high intensity medical services with lengths of stay exceeding 25 days.

e. Emily Couric Clinical Cancer Center

The Emily Couric Clinical Cancer Center, located across the street from University Hospital, which provides the full array of services needed by patients with all kinds of cancer. The vision of those who planned the cancer center is that it will be “a place where families can come to be supported in their fight against cancer, knowing that they will receive the most advanced therapies possible. It is a place where their humanity will be valued, their individuality honored, and their intellectual, emotional, and spiritual struggle sustained.” The Emily Couric Clinical Cancer Center is designed to accommodate advances in such areas as genetic diagnosis and analysis, informatics, and molecular biology and is organized so that all disciplines and services can easily be brought to the patient to provide individualized care that is both sophisticated and tightly integrated. At the same time, the building is the center of a community that extends for hundreds of miles in all directions. The Emily Couric Clinical Cancer Center houses all outpatient services for adults diagnosed with cancer, including:

- Comprehensive services for patient-centered care
- Complete radiation-oncology treatment services
- Clinical trials office
- Complete patient and family services
- Clusters of exam and consultation rooms
- Telemedicine capabilities: Immediate and constant access to patient information is one of the most important conditions for the multidisciplinary care of cancer patients and is a foundation of success in this endeavor.

f. UVA-Health South Rehabilitation Hospital

A joint venture 40 bed rehabilitation hospital is located at Fontaine Research Park; this facility provides comprehensive rehab services for UVA and other patients needing such services who have been discharged by local hospitals.

g. Outpatient Services On Grounds

A wide variety of outpatient clinics are located in several sites in the vicinity of UVA. All are connected by enclosed walkways. The onsite clinics include:

- Primary Care Center – primary and specialty services located in a 125,000 square foot clinic adjacent to University Hospital; opened in 1977:
  - Dermatology
  - EEG and EP
  - Family Medicine
  - Heart and Vascular Center
  - Neurology
  - Gynecology
  - Pulmonary
  - Gamma Knife

- West Complex – an eight story 240,000 square foot facility constructed in 1960 and renovated over the past 20 years. Outpatient specialty services, in addition to administrative and office space, include:
  - Breast Care Center
  - Ophthalmology
h. Outpatient Services Off Grounds

A need for additional space as well as a desire to be more accessible and convenient for patients resulted in the development and expansion of services in sites off the main UVA grounds:

- Fontaine Research Park – subspecialty clinics, including Diabetes Education, Primary Care, ENT, PMR, Orthopedics, Hand Center, and Pituitary Clinic
- Northridge – a 60,000 square foot medical office building located about 4 miles west from UVaMC, constructed in 1989 and including primary and subspecialty clinics:
  - Cardiology and Thoracic Cardiovascular Surgery
  - Internal Medicine
  - Ophthalmology
  - Pediatrics
  - Women's Center – obstetrics, gynecology, Midlife Center, mammography
- Orange – Medicine, pediatrics, some medical specialty clinics
- Continuum Home Health & Home Infusion – home health provides services in 15 localities and home infusion in Virginia and North Carolina
- Provider Based Primary Care locations – primary care practices located in communities surrounding Charlottesville operated as Provider Based Clinics, including Zion Crossroad Clinic, Stoney Creek Clinic, and Albemarle Family Medicine clinic
- Regional Primary Care – seven primary care offices owned and managed by UPG located primarily in rural regions surrounding Charlottesville including the Shenandoah Valley
- Telemedicine Program – UVA Health System provides telemedicine services throughout Virginia, serving rural communities and prisons with specialty care not routinely available.

i. UVA Imaging

A joint venture with Outpatient Imaging Associates (OIA) provides comprehensive imaging services at the Fontaine Research Park and Northridge. The UVA Department of Radiology provides medical staff for the centers, which provide accessible, patient-friendly services that are convenient for patients seen at UVA Clinics primarily at that location including Orthopedic Surgery and Physical Medicine and Rehabilitation.

- Partnerships and collaborations
  - The MC has cultivated and values a distinct complement of partnerships and collaborations across the region. These include:
    - Novant Health UVA Health System – a regional health system that includes three medical centers
    - Collaborations for specialty care with Bon Secours Health System
    - Program of All-inclusive Care for the Elderly (PACE) a collaborative with JABA and Riverside Health
    - Radiosurgery Centers with Riverside Healthcare
    - Management services and medical direction for the stereotactic radiosurgery and stereotactic body radiotherapy services at Winchester Medical Center
    - Collaboration with Hospice of the Piedmont to provide a 10-bed inpatient hospice unit at the UVA Transitional Care Hospital
    - A pediatric liver transplant partnership with Children’s Hospital of Pittsburgh of UPMC

2. Customer Related Entities and Affiliates:

- Related Entities. UVa Physicians Group (UPG), its majority owned subsidiaries listed below, and the University's majority owned subsidiaries listed below shall hereinafter be referred to as "Related Entities." UPG is the University of Virginia Physicians Group, a Virginia not-for-profit corporation that furnishes clinical services, including the practice plan for physician faculty at the University. The majority owned subsidiaries are: Community Medicine University of Virginia LLC, Virginia Urologic Foundation and University of Virginia Imaging LLC.
• **Affiliates.** Customer Affiliates include but not be limited to, health care providers, of whatever legal form, that UVA or the Related Entities owns or controls, or with which UVA or the Related Entities has entered into an agreement for the furnishing of health care services (or services directly in support of health care services) for consideration, or which are physician practices which refer patients to the University, whether under the University's existing organizational and network structure or under future arrangements. Examples include Riverside UVA Radiosurgery. However, the term "Affiliate" does not include a Health Care Software Vendor or an entity that furnishes primarily data processing services as, or predominantly in the nature of, a data processing service bureau.

## B. SCOPE OF GOODS & SERVICES

### I. SCOPE OF GOODS AND SERVICES

The University of Virginia Medical Center is seeking a firm to satisfy the resource needs necessary to provide a Population Health Tool to improve the care coordination for the patients of the Medical Center. The required platform will provide the mechanisms for managing multiple populations of all patients. The types of patient populations will include but not be limited to cohorts of at-risk patients, wellness program participants, bundle payment patient groups, and general ad hoc defined patient populations. The final awarded product will provide mechanisms for efficiently managing panels of patients by care coordinators and will also provide tools for the management of the care coordinators and for the management of patient population programs. In addition, the solution will provide capability to manage providers within a network and share data and metrics internally and externally.

We have provided as Attachments 4 (Master Agreement Template) and 5 (Business Associates Addendum) what we anticipated to be the base documents to comprise the award, in addition to a vendor provided Statement of Work. Your response should acknowledge your agreement with the terms or what issues you may have so that we will know in advance what areas need to be addressed when making a potential award.

The features required are as follows:

**A. Workflows**

1. Ability to build alternate multiple patient pathway workflows per program per intervention for Advocates
2. Available pre-built pathways that leverage external guidelines to inform workflows
3. Analyze a patient list by applying filters, sorts, and searches based on the available columns within the list view, including the ability to resize column widths within the view, and see column-level statistics indicating the type of data available throughout the list.
4. Click through from any patient list to view an individual patient view
5. Add patients to a campaign and track specific campaign activities. For instance, a campaign could be created to track individuals invited to a health fair
6. Color coded pathway data elements to focus Advocate attention on key opportunities
7. Patient level detail with a view of program enrollments, activities completed/scheduled, and relevant clinical data to inform interactions between Advocate and patient
8. Patient level view with demographics and preferences
9. View patient information (demographics, HRA and biometrics results, etc.)
10. Ability to enter activity data on clinical pathway element completion
11. Role based panel views for varying programs and roles: e.g. nurse, scheduling, pharmacy, HU/ED, Advocate, Care coordinator
12. Daily/weekly/monthly view of outstanding tasks
13. Work queue for community partners (e.g., Discharge Transportation Plan)
14. Ability to enter patient data to inform key clinical pathways and/or define patient progress (e.g. Transportation risk)
15. Ability to update data and patient status
16. Ability to send individual, care-team based or bulk SMS messages/reminders, emails, and or Epic in-box messages.

**B. Patient View**

1. Ability to store and manage data on demographic and identifier data about the patient, including the patient’s name, gender, date of birth, address, and marital status
2. Allergies - allergen, reaction, severity, status, and reported by for each allergy.
3. Lab Results Including the result name, value, units, reference range, date of service, and ordering provider information.
4. Health Issues including all diagnoses and reported problems for the patient. Includes code, value, codeset, onset date, and end date
5. Diagnoses - ICD-9 or 10 diagnosis code, diagnosis text, status, onset date, entered by, and facility.
6. Immunizations display the vaccine/immunization name, date given, who it was administered by, and who it was reported by.
7. Problem List display the reported problems for the patient. Includes code, value, status, onset date, resolved date, entered by, and facility
8. Procedures display procedures available by CPT code or ICD-10 and description, date and provider.
9. Medications listings include the medication code, name, dosage, start date, end date, and status of medications for the patient.
10. Vitals – Includes the vital sign name, code, value, units, and date/time.
11. Ability to manage and track patient specific Social Determinants of Health
12. Ability to manage and track patient specific participant goals – physiological, behavioral, and financial

C. Management
1. Assign tasks to teams or individual Advocates
2. Schedule tasks by time/date/role/task
3. Create rules for automated patient assignment to programs and/or Advocates based on events, enrollments, and patient data (e.g. Diagnosis)
4. Create/edit/print a care plan with SMART goals
5. Track staff and individual health advocate productivity
6. Track overall organization productivity and efficiency
7. Track program efficacy
8. View/dashboard of the status of all patients enrolled in a program (e.g., Be Well)
9. Pre-canned management dashboards, ad hoc dashboards and recurring utilizations reports
10. Response tracking reports

D. Integration and Setup
1. HL7 interface with Epic for ADT
2. Ability to integrate data using HL7, CSV, XML, CCD, and fixed-width formats.
3. Provision access for users, teams, and set security by role and user, including authorization, authentication and audit using UVA’s active directory system and other authorization and auditing tools
4. Automated patient upload from various data sources including EHR, payers, data analytics, and others
5. Ability to share data with EHR and other downstream targets after documentation in the coordination platform
6. Ability to publish usage and performance data to analytics platform
7. Tools to construct programs and workflows
8. SMART goal library integrated within care plan template
9. Outlook calendar integration
10. Self-service productivity/panel management reporting

C. BASIS OF SELECTION
The Medical Center will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

1. The firm’s plan to assist the Medical Center to meet its goals and requirements as discussed in this RFP including its Section B: Scope of Goods and Services.
2. The firm’s relevant experience, qualifications and success in providing the goods and/or services outlined in this Request for Proposal.
3. The firm’s references from institutions of higher education, teaching hospitals, and clients who are comparable to the Medical Center.
4. The firm’s financial proposal. A proposed Implementation Plan & Preferred Payment Approach with payment progress milestone is part of this RFP’s Attachment 3. Vendor’s response should indicate their willingness to either adhere to that schedule, or proposed a variant to it.
5. The quality of the proposal, specifically, the provision, adequacy and completeness of your response.
6. The contractual terms that would govern the relationship between the Medical Center and the Selected Firm. The firm will be deemed to have fully accepted the Medical Center’s Contractual Provisions: http://www.medicalcenter.virginia.edu/scm/, unless specific modifications are requested in the firm’s written proposal, with an explanation as to why such modifications are required by the firm.
7. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses.
8. Any other relevant factors as determined solely by the Medical Center.

D. CONTENTS OF PROPOSAL

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content, and should be organized in the order in which the requirements are presented in the RFP. Firms should provide the following information:

1. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
2. A detailed description and the full specifications of the product & services proposed. Each firm should indicate in their proposal the firm’s ability to achieve / comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm should detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposals should be formatted in such a way to address each of the above specifications in a line-by-line process.
3. The estimated ship date of the product from the time of the order (i.e., 10 wks after order)
4. Information on the warranty associated with the product you are proposing and any extended warranty (include the price) that might be available.
5. The firm’s proposed price / fee for providing the Goods and Services, to include shipping charges (the University’s shipping terms are FOB Destination), and description of invoicing process.
6. The firm’s capacity for accepting electronic payments through Electronic Data Interchange (EDI) or Automated Clearing House (ACH) and any additional discounts that may result from paying electronically.
7. At least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and their telephone number.
8. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
9. An authorized representative of the responding Firm shall sign proposals. All information requested should be submitted; the Medical Center may reject proposals that are substantially incomplete or lack key information.
10. Each copy of the proposal and all additional documentation submitted should be bound or contained in a single volume where practical. Responders shall provide minimum of (16) copies of each proposal and a full electronic version of the RFP, either sent electronically or on CD ROM with the response.
11. Ownership of all data, materials, and documentation prepared for the Medical Center pursuant to this RFP shall belong exclusively to the Medical Center. Once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act if the firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of its proposal. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that it’s pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential. The Medical Center shall, upon receipt of any request under the Virginia Freedom of Information Act for materials that the Firm has identified as trade secrets or proprietary information in conformity with the requirements of Virginia Code Section 2.2-4342(F), notify the Firm that a request has been received, before responding to the request. Except as may be required by applicable law, the Medical Center shall not voluntarily disclose the designated trade secrets or proprietary information without prior written approval of the Firm.
12. Complete and return the information requested in Attachment 1, Firm Information. State point of contact information to include name, address, office telephone number, mobile telephone number, facsimile number and email address.
13. Provide the Medical Center with a written statement of any requested modifications to the Medical Center’s Contractual Provisions: http://www.medicalcenter.virginia.edu/scm/ pursuant to C.6 above. Failure to provide such a written statement will be deemed as full acceptance of the Medical Center’s Contractual Provisions without exception.

The Issuing Office for this Request for Proposal and the location to return the response to is:

U.S. Mail:  
All Other Deliverers:  

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E. TERMS AND CONDITIONS

I. Awarded firms shall adhere to University and Medical Center Policies and procedures.

II. This solicitation and any subsequent award will be governed by:

(a) The Selected Firm registering as a vendor with the University of Virginia Medical Center:  
http://www.healthsystem.virginia.edu/alive/scm/procurement.cfm

(b) In addition to the Medical Center’s Contractual Provisions: http://www.medicalcenter.virginia.edu/scm/, the following Insurance provision will apply:

Insurance. The Medical Center will not execute an Agreement or authorize the provision of goods and services until the Firm satisfies the insurance requirements of the Medical Center. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the Medical Center. The Medical Center reserves the right to approve any insurance proposed by the Selected Firm. The requirements are as follows:

1. Automobile Liability insurance with a minimum combined single Limit of Liability for bodily injury and property damage of $750,000 per accident on all owned, hired, and non-owned vehicles operated by the Selected Firm’s employees;

2. Commercial General Liability insurance with a minimum combined single Limit of Liability for bodily injury and property damage of $2 million per occurrence, to include premises/operations, products/completed operations, and contractual liability coverage and list the Medical Center as an additional insured, the proper name is: “The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents.”;

3. Workers compensation coverage, (i) with Employer’s Liability coverage of at least $100,000 and (ii) which meets all statutory requirements.

4. The Selected Firm will provide the Medical Center with a valid Certificate of Insurance evidencing all required coverage with its proposal, which shall remain in force throughout the terms of any resulting Agreement. The Selected Firm shall only utilize insurers that hold at least an “A-“rating with A.M. Best Company. The Selected Firm shall notify the Medical Center in writing 30 days prior to the termination of any such insurance coverage for any reason whatsoever. The Selected Firm agrees to take no action that prohibits the utilization of this insurance or limits the liability of the Selected Firm for property damage or personal injury in conjunction with goods or services provided under this Agreement.

5. For clinical services, the contractual medical malpractice insurance limit requirement is $2,000,000.

6. For professional services, the Professional Errors & Omissions Liability insurance limit requirement is $1 million per claim.
ATTACHMENT 1
FIRM INFORMATION

Full Legal Name: ____________________________________________
(Company Name as it appears with Federal Taxpayer ID Number)

Address: __________________________________________________

Telephone Number: _____________ Fax Number: ________________

Web Address: ______________________________________________

eMail Address: _____________________________________________

DUNS Number: _____________________________________________

SWAM Information:
Is your firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE): YES___ NO___

Minority-Owned YES___ NO ___

Women-Owned YES___ NO ___

Small-Owned YES___ NO ___

Your firm’s point of contact for this proposal:

Name: _____________________________________________________

Address: __________________________________________________

Office Phone: ______________________________________________

eMail: ____________________________________________________
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy

Colette Sheehy
Vice President for Management and Budget
### Population Health Tool; Attachment 3
Implementation Plan and Preferred Payment Approach

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ARO = After Receipt of Order/Agreement
Population Health Tool – Attachment 4  
University of Virginia – Vendor  
Master Agreement

1) **Introduction.** This Agreement, effective as of the counter-signature date herein below, is by and between the Rector and Visitors of the University of Virginia, a public corporation, c/o Medical Center Procurement located at 1300 Jefferson Park Avenue Room 1951, Charlottesville, VA, 22903 on behalf of its Medical Center, (“UVAMC” or the “Medical Center”), and Vendor, (“Vendor” or “Firm”), located at ________________, delivering the goods and/or services designated.

2) **Documents Incorporated into the Agreement.** The following documents are attached hereto and incorporated by reference into this Agreement:
   - Attachment “A”: UVAMC RFP # ________________
   - Attachment “B”: Vendor Response Received ________________
   - Attachment “C”: Pricing, Payment & Performance Schedule pursuant to UVAMC Purchase Order # 00000

3) **Background.** By its Request for Proposal # ________________ dated __________, (the “RFP”), (Attachment “A”) UVAMC requested proposals from firms for __________ for the Medical Center’s __________. In response to the RFP, Vendor submitted a written proposal received ________________ (the “Response”), (Attachment “B”).

4) **Description Of Goods and Pricing.** Vendor is an independent contractor and assumes full responsibility for completion of the delivery of the goods/services, as described in detail in Attachment “C” to this Agreement, which is incorporated herein for all purposes. Units of deliverables for such goods/services are stated in Attachment “C”. Such goods/services shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment “C”. Pricing shall be deemed fixed and firm over the term of this Agreement, as further detailed in Attachment “B”, Vendor Response, Section ____: “______________”. If a cash discount for early payment can be taken by the University, that cash discount is specified on the purchase order. The University will compute cash discounts from the date of delivery of goods at destination after final inspection and acceptance, or from the date of completion of services, and from the date the correct invoice is received, whichever is later, or as may be agreed between the University and the supplier or contractor. The University will take the cash discount if payment is made within the specified time frame.

5) **Supercension.** To the extent that the various Agreement documents are in conflict, the terms of this Agreement will prevail over any and all attachments. In addition, for any conflict between Attachment “A” and “B”, Attachment “A” shall prevail.

6) **Term.** The Initial Term of this Agreement shall commence upon the effective date of the Agreement and continue for a period of ____ (__) years, with an option for ____ (__) additional, one-year renewal terms.

7) **Invoicing.** Vendor will submit all invoices to: Rector & Visitors of the UVA Medical Center. Email: ghxodap.universityofvirginia@na.firstsource.com, Mail To: Post Office Box
31260, Salt Lake City, UT 84131. Each invoice shall reference UVAMC Purchase Order #0000__________.

8) **Nondiscrimination.** During the performance of this Agreement, Vendor will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions that may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the Medical Center does not discriminate against faith-based organizations.

9) **Conflict of Interests.**
   a) Vendor represents to the Medical Center that its entering into this Agreement with the Medical Center does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.
   b) During the term of this Agreement, if Vendor enters into any relationships with Medical Center personnel as described herein below, Vendor shall promptly disclose such relationships to the Medical Center as follows:
      • The names of any Medical Center personnel that performed work or provided services of any kind to your firm and/or were compensated for performing work or providing services to your firm;
      • A description of the work or services performed by Medical Center personnel for your firm;
      • A summary of payments made by your firm to any Medical Center personnel.

10) **Assignment.** Neither party to this Agreement will have the right to assign this Agreement, either in whole or in part, without the prior written consent of the other.

11) **Amendments.** No amendment of this Agreement will be effective unless it is reduced to writing and executed by the Medical Center’s authorized signatory and by the individual signing Vendor’s proposal or by other individuals named by either party as specified in Section 12, Notices below. If Vendor deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

12) **Notices.** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given:
   a) if delivered personally: when received;
   b) if sent by recognized, overnight courier service: on the date of the receipt provided by such courier service;
   c) if sent by registered mail, postage pre-paid, return receipt requested: on the date shown on the signed receipt; or
   d) if sent by facsimile: when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. receiver’s time on a business day or if on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

   i) If to UVAMC:
   UVa Medical Center
   PO Box 800705
   Charlottesville, VA 22908
   ATTN. Director of Procurement
ii) If to Vendor:

13) **Force Majeure.** Neither Vendor nor the Medical Center shall be responsible to the other party for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party’s failure to perform is attributable to war, riot, or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

14) **Independent Contractor.** Vendor is not an employee of the Medical Center, but is engaged as an Independent Contractor. Vendor will indemnify and hold harmless the Commonwealth of Virginia, the Medical Center, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Vendor's performance of this Agreement. Nothing in this Agreement will be construed as authority for Vendor to make commitments that will bind the Medical Center or to otherwise act on behalf of the Medical Center, except as the Medical Center may expressly authorize in writing.

15) **Worker’s Compensation and Employers Liability.** Vendor will:
   a) maintain Employers Liability coverage of at least $100,000 and
   b) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

16) **Drug-Free Workplace.** Vendor, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on Medical Center property.
   a) During the performance of this Agreement, Vendor agrees to:
      i) provide a drug-free workplace for Vendor's employees;
      ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Vendor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
      iii) state in all solicitations or advertisements for employees placed by or on behalf of Vendor that it maintains a drug-free workplace; and
      iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or Vendor.
   b) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to Vendor, the employees of
who are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

17) **Contract Administrator.** The Medical Center will identify a Contract Administrator for this Agreement. The individual will be the point of contact at the Medical Center for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

18) **Waiver.** No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

19) **Indemnification.** Vendor will indemnify and hold harmless The Rector and Visitors of the University of Virginia, the Commonwealth of Virginia, and the employees and agents of each, from any and all property damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys’ fees and expenses) and any other amounts arising out of the performance of the Agreement by Vendor.

20) **Governing Law.** This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without giving effect to its provisions for conflict of laws. Jurisdiction and venue shall be in Virginia state courts.

21) **Medicare Access.** Vendor agrees to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement and such books, documents and records as may be necessary to verify the nature and extent of the costs of products and services rendered hereunder to the full extent required by the Centers for Medicare & Medicaid Services (CMS) Implementing Section 92 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(1) or by any other applicable federal or state law.

22) **Federal, State and Local Regulatory Requirements.** Both parties agree, during the Term of this Agreement and the Term of any subsequent agreement, to make best efforts in prospectively identifying and communicating to the other Party, changes required to accommodate all applicable changes in federal and state regulatory (including but not limited to Medicare and Medicaid) mandated requirements.

23) **Compliance with Standards of Care.** Vendor agrees to comply with all applicable standards of care and quality that are established by The Joint Commission (TJC), the Centers for Medicare and Medicaid Services (CMS), and UVAMC for the services provided. UVAMC shall define timely care where appropriate and will evaluate the level of service provided by Vendor via its Quality Reporting system and other area-specific evaluation methods. Vendor and UVAMC mutually will cooperate in all phases of applying, scheduling, preparing and executing surveys or inspections by TJC as needed. Both parties agree to work cooperatively to implement changes, correct deficiencies or establish policies required and/or recommended by the inspecting agencies.
24) **Change of Laws.**

a) In the event there is a change in state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (commonly known as HIPAA), whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of counsel to the Medical Center renders any of the material terms of this Agreement unlawful or unenforceable, or does not accommodate the Medical Center's aim of complying with changes in such law, or meeting the standard of care that the Medical Center adopts in the good faith exercise of its business judgment, then the applicable term(s) of the Agreement shall be subject to re-negotiation and either party may request re-negotiation of the affected term or terms of the Agreement, upon written notice to the other party, to remedy such condition and conform the Agreement to the requirements of law. If such re-negotiation is unsuccessful within the 30-day period of time following written notification by the party requesting re-negotiation to the non-notifying party, then either party may terminate this Agreement without penalty.

b) In addition, either party shall have the right to request re-negotiation of the Agreement if, in good faith, counsel to either party determines in his/her judgment that the terms of this Agreement may reasonably be interpreted to violate any law or regulation applicable to it, which, if violated, would jeopardize the status of the Medical Center as a recipient of governmental funds for the provision of the healthcare services or the status of the Medical Center as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute. If such re-negotiation is unsuccessful within the thirty (30) day period of time following written notification to the non-notifying party of the notifying party's request to renegotiate, then either party may terminate this Agreement without penalty.

25) **Termination.** If Vendor fails to provide quality services in a professional manner, solely as determined by the Medical Center, and, upon receipt of notice from the Medical Center, does not correct the deficiency, to the Medical Center's satisfaction within a reasonable period of time, not to exceed 30 calendar days unless otherwise agreed to by both parties, the Medical Center reserves the right to terminate this Agreement by giving written notice to Vendor. In addition, the Medical Center may terminate this Agreement anytime upon:

a) the occurrence of, or criminal indictment for, any act or omission by Vendor or any of its assigned staff that is determined by the Medical Center to be detrimental to its reputation, operations, or activities; or

b) the loss by Vendor of the insurance required. Notwithstanding the above, the Medical Center reserves the right to terminate this Agreement without penalty or liability by providing a 30-day advance written notice to Vendor.

26) **Non-Appropriation.** Funding for any Agreement between the Medical Center and Vendor is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other agency of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.
27) **Right of Audit.** The Medical Center reserves the right to audit or cause to be audited Vendor’s books and accounts regarding the Medical Center’s account at any time during the term of this Agreement and for three years thereafter.

28) **“Most Favored Nations” Status.** Vendor represents that the prices, terms, warranties and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by Vendor to any present customer. During this Agreement’s initial term, the price terms for the goods and services provided by Vendor as set forth in the Agreement shall not be materially less favorable than the most favorable price terms granted by Vendor to any similar customer, unless Vendor provides the Medical Center a credit in the amount equal to the amount by which such price terms are less favorable.
29) **Confidentiality.**

a) Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust between Vendor and the Medical Center with respect to the Medical Center’s confidential or proprietary information (the “Information”) disclosed by the Medical Center to Vendor during the initial term or any renewal term of this Agreement. Such Information includes, but is not limited to patient information and information regarding quality assurance, risk management and peer review activities; information concerning any matters affecting or relating to the business or operations or future plans of the Medical Center or any of its affiliates including, but not limited to, the Medical Center’s policies, procedures, rules, regulations, and protocols; names of clients, and marketing plans; sales and service manuals; and confidential or proprietary secret processes, formulas, techniques, and inventions (whether or not patentable).

i) To the extent allowed by applicable law, Vendor shall hold all Information disclosed to it by the Medical Center and all documents containing Information in trust and confidence at all times during the initial term and any renewal term of this Agreement and shall refrain from disclosing any Information, except when specifically authorized to make such disclosure by an officer or other appropriate person of the Medical Center. This prohibition extends to, but is not limited to

1. Vendor’s divulging such information to any parent, subsidiary or other affiliate of Vendor; and

2. Vendor’s divulging such information for the purpose of acting as an expert witness, reviewer, or consultant on behalf of a plaintiff or an attorney acting on behalf of a plaintiff, in a claim or action against the Medical Center or any of its affiliates.

ii) Vendor shall treat all Information as proprietary and confidential and with the same degree of care with which Vendor treats its own proprietary information, and shall not divulge or disclose any Information to any third party except with the prior written consent of the Medical Center, except as otherwise required by applicable law. Vendor agrees that it will not, without the prior written consent of the Medical Center, communicate any Information to any person, entity, or organization other than to those of its employees, agents, or consultants to whom it shall be necessary to disclose the Information in order to carry out the purpose of this Agreement, except as otherwise required by applicable law. Vendor agrees to use its best efforts to prevent its employees, agents, and consultants from disclosing any Information to any other person, entity, or organization, subject to applicable law.

b) Ownership of all data, materials, and documentation prepared for the Medical Center pursuant to this Agreement shall belong exclusively to the Medical Center. Once an Agreement is executed, all data, materials, and documentation will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by Vendor as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act if Vendor invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of its data, materials, and documentation. Vendor may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may Vendor request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential. The Medical Center shall, upon receipt of any request under the Virginia Freedom of Information Act for materials that the Firm has identified as trade secrets or proprietary information in
conformity with the requirements of Virginia Code Section 2.2-4342(F), notify Vendor that a request has been received, before responding to the request. Except as may be required by applicable law, the Medical Center shall not voluntarily disclose the designated trade secrets or proprietary information without prior written approval of the Firm.

c) This Section 29: "Confidentiality", however, shall not prohibit or restrict the Medical Center’s sharing of Information with affiliates and consultants for benchmarking and performance improvement purposes, or any such divulgence, disclosure or communication made pursuant to an order of a court of competent jurisdiction or otherwise required by law, including testimony or other sworn statements or activities pursuant to lawful process or subpoena.

d) This Agreement is governed by and subject to the Commonwealth of Virginia’s Freedom of Information Act (FOIA). All pricing information, consistent with the public interest and the underlying policy of the Commonwealth of Virginia, is open to the inspection of any qualified requestor and cannot be designated as confidential, proprietary or trade secret to avoid disclosure. Pricing information is also shared on a need-to-know basis both within the University of Virginia Health System and with Health System affiliates and consultants for purposes of operational review, transaction management, contract compliance & monitoring, benchmarking and performance improvement. Attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored. In addition, any non-price information considered by a firm to be proprietary or to constitute trade secret(s) is also subject to disclosure under FOIA, except that information provided by Selected Firm that constitutes proprietary information or trade secret(s), other than pricing information, may be exempted from disclosure if Selected Firm invokes the protections of Virginia Code Section 2.2-4342(F) in writing and follows its stated requirements prior to or upon submission of the information for which Selected Firm is seeking protection.

30) Copyrights/Ownership Rights/Disclosure. Unless expressly agreed to the contrary in writing, all goods, products, materials documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Vendor (or its subcontractors) for the Medical Center will not be disclosed to any other person or entity without the written permission of the Medical Center, and Vendor warrants to the Medical Center that the Medical Center will own all copyrights thereto and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. UVAMC shall own all rights, title and interest in any and all intellectual property rights created in the performance of or otherwise arising from this Agreement and Vendor shall execute any assignments or other documents needed for UVAMC to perfect such rights.

31) Use of Agreement by Medical Center-Related Foundations. Medical Center-related foundations may wish to purchase goods and services from Vendor under the terms and conditions of this Agreement. Vendor will respond promptly to such a request from any of these organizations, but is not required to enter into an equivalent agreement with the organization. Although these organizations may make such a request, their entry into any equivalent agreement with Vendor is strictly optional at the discretion of the requesting organization and Vendor.
32) **Severability.** If any provision of this Agreement is held to be unenforceable or otherwise contrary to any applicable laws, regulations, or rules, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of the Agreement.

33) **Use of Standard Form Agreements.** The Medical Center may elect to incorporate standard form agreements provided by Vendor for the mutual convenience of the parties. However, because certain clauses that may appear in these agreements are not acceptable to the Medical Center, and in consideration of the convenience of using such forms, the parties agree that, notwithstanding any provisions appearing in Vendor’s form agreements, none of the following provisions shall have any effect or be enforceable against the Medical Center:

a) Requiring the Medical Center to maintain any type of insurance either for the Medical Center’s benefit or for Vendor’s benefit;
b) Renewing or extending the Agreement beyond the initial term or automatically continuing the Agreement period from term to term;
c) Giving Vendor the unilateral right to raise prices;
d) Requiring the Medical Center to indemnify or hold Vendor harmless;
e) Imposing interest charges, past due charges, or finance charges;
f) Requiring the Medical Center to pay taxes of any kind;
g) Requiring the Medical Center to waive its right to a jury trial;
h) Requiring any total or partial compensation or payment by the Medical Center to Vendor for lost profit, liquidated damages, or punitive damages;
i) Requiring governing law to be any state other than the Commonwealth of Virginia;
j) Delaying the acceptance of the Agreement or its effective date beyond the date of execution;
k) Limiting or adding to the time period within which claims can be made or actions can be brought;
l) Limiting the liability of Vendor in any way;
m) Permitting unilateral modification of the Agreement by Vendor;
n) Binding the Medical Center to any mediation or arbitration or to the decision of any mediation or arbitration board, commission, panel, or other entity;
o) Obligating the Medical Center to pay costs of collection or attorney’s fees;
p) Granting Vendor a security interest in the property of the Medical Center.

34) **Small, Women-Owned, and Minority-owned (SWAM) Business Reporting.**

a) Vendor will identify and fairly consider SWAM Firms for subcontracting opportunities when qualified SWAM Firms are available to perform a given task in performing for the Medical Center under the resulting Agreement. Vendor will submit a quarterly SWAM business report to the Medical Center by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Vendor will submit the quarterly SWAM business reports to: Patricia Shifflett, Contract Data Management Analyst, E-mail: PHS2Y@virginia.edu

b) The quarterly SWAM business reports will contain this information:
   i) SWAM Firm’s name, address and phone number with which Vendor has contracted over the specified quarterly period.
   ii) Contact person at the SWAM Firm who has knowledge of the specified information.
   iii) Type of goods and/or services provided over the specified period of time.
   iv) Total amount paid to the SWAM Firm as it relates to the Medical Center’s account.
35) **Corporate Compliance.** Vendor warrants that neither Vendor nor any of its employees or agents are excluded or disbarred from participation in any federal program at the time of entering into this Agreement, and that neither it nor its employees or agents have been convicted of a crime related to provision of health care items or services for which one can be excluded under 42 U.S.C. Sec. 1320a-7(a). Vendor furthermore agrees that in the event it or any of its employees or agents become disbarred or excluded from federal programs or convicted of such a crime, it will immediately notify the Medical Center of this action in accordance with section 10, "Notices" herein above. Failure to do so will constitute a material breach of Vendor’s obligations under this Agreement and will disqualify Vendor from conducting further business with the Medical Center.

36) **Procedure for Resolution of Contractual Claims**

Vendors are required to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the Vendor’s intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The Procedure for Resolution of Contractual Claims (hereinafter “Procedure”) is as follows:

a) Vendor must provide the written notice of the Vendor’s intention to file a claim as well as the written claim to:

   Chief Financial Officer, Medical Center & Clinic Operations (hereinafter “Chief”)
   University of Virginia Medical Center
   P.O. Box 800705
   Charlottesville, Virginia 22908

b) Upon receiving the written claim, the Chief will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Vendor. If such discussion is to be held, the Chief will contact Vendor and arrange such discussion. The manner of conducting such discussion will be as the Chief and Vendor mutually agree.

c) The Chief will mail his or her decision to Vendor within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim. The decision of the Chief is the Medical Center’s final decision unless Vendor appeals the decision under Section (D) or institutes legal action under Section (G), below.

d) Vendor may appeal the decision by providing a written statement explaining the basis of the appeal to the Associate Vice President for Hospital and Clinics Operations within 15 days after Vendor’s receipt of the decision. This written statement must be sent to:

   Chief Operating Officer
   University of Virginia Medical Center
   1215 Lee Street, Box 800788
   Charlottesville, Virginia 22908

e) Upon receiving the written statement, described in Section (D), above, the Chief Operating Officer will review the written materials relating to the claim and decide whether to discuss
the merits of the claim with Vendor. If such discussion is to be held, the Chief Operating Officer will contact Vendor and arrange such discussion. The manner of conducting such discussion will be as the Chief Operating Officer and Vendor mutually agree.

f) The Chief Operating Officer will mail his or her decision on the appeal to Vendor within 60 days after receipt of the written statement. The decision of the Chief Operating Officer is the Medical Center’s final decision unless Vendor institutes legal action under Section (G), below.

g) Vendor may not institute legal action in any court of the Commonwealth of Virginia to seek any legal or equitable remedy unless and until Vendor has complied fully with the requirements set forth in this Procedure. The decision of the Medical Center shall be final and conclusive unless Vendor institutes legal action within six months of the date of the Medical Center’s final decision on the claim.

h) 37) **Litigation Warranty.** Vendor warrants to the best of its knowledge that there is no claim, action, suit, trial, demand, arbitration, governmental investigation or other proceeding pending, or threatened against or involving Vendor or any of Vendor’s assets that may adversely affect the ability of Vendor to enter into the Agreement and perform under its terms. There are no facts known to Vendor that may result in such litigation or investigation; and Vendor is not subject to or in default with respect to any judgment, order, writ, injunction, or decree of any court or any federal, state, local, or other governmental department, commission, or agency. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including, without limitation, any applicable state self-referral laws, the anti-fraud and abuse statute, 42 U.S.C. §1320a-7b(b) (known as the “Anti-Kickback Statute”) and the disclosure requirements and self-referral prohibitions of the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn (known as the “Stark Law”). None of the benefits granted to a Party hereunder are conditioned on any requirement or expectation that any Party or any of its members, officers, directors, employees, agents, medical staff members or affiliates will make referrals to, or otherwise generate business for, the other Party in a manner prohibited by law, and none of the Parties will track, or otherwise measure, the volume or value of such referrals or other business that may be generated between or among the Parties.

38) **Compliance with Laws.** Vendor has all requisite governmental licenses, permits and authorizations necessary for the conduct of its business as currently conducted (the “permits”, and all such permits are in full force and effect, and no violations exist in respect to any such permits, and no proceeding is pending or threatened to revoke or limit any permit. Vendor is not in violation of, and has not received notice of a potential violation of, any local, state, or federal law or regulation applicable to Vendor or its operations.

39) **Permits.** All construction and renovation work, as described in paragraph D.1 and D.2 of the University’s Facilities Management Directive #562 - Building Permits and Project Permits (available at [http://www.fm.virginia.edu](http://www.fm.virginia.edu), proceed through Online Resources/Documents and Forms/FM Directive on Building Permits and Project Permits) that is performed on the grounds of the University of Virginia (including its Medical Center) must comply with all requirements
of the Commonwealth of Virginia's Uniform Statewide Building Code and the aforementioned Directive. Vendor's engaging in construction and renovation work as described in the aforementioned Directive shall complete and submit permit applications to the Facilities Planning and Construction office at the University's Department of Facilities Management (P.O. Box 400726, Charlottesville, Virginia 22904-4726; phone (434) 982-4371) and secure appropriate permits prior to commencing work. All building and project permits must be issued prior to commencing work. All permits must be publicly posted at each job site, and signed by the contractor upon completion of work.

Payments will not be made until the University's designated representative inspects and approves the work. Where an Agreement requires Vendor to use this permit process, Vendor must notify the University's Facilities Management department prior to submitting bids or proposals.

40) **Premier Agreements.** UVAMC is a member of Premier Inc (Premier) group purchasing program. Vendor shall identify any agreement between itself and Premier, which relates to the products and services outlined in this Agreement. UVAMC reserves the right to access existing Premier agreements and/or renegotiate prices for items covered under Premier agreements which subsequently become available to UVAMC after award or during the term of any agreement(s) that result from this Agreement.

41) **DRA Compliance.** Vendor acknowledges that it has been provided a copy of the Medical Center's Compliance Code of Conduct and "Facts about False Claims" Appendix through http://www.healthsystem.virginia.edu/internet/scm/, describing the federal False Claims Act, the Virginia Fraud Against Taxpayers Act, the Medical Center's policies and procedures for preventing and detecting fraud, waste and abuse, and whistleblower protections in law and Medical Center policy for those reporting fraud, waste and abuse. To the extent required by law, Vendor agrees to require all its employees directly providing services under this agreement to comply with any and all applicable laws, rules or regulations related thereto.

42) **Red Flag Rules Compliance.** In compliance with the Red Flags Rule at 16 C.F.R. §681, under the Fair and Accurate Credit Transactions Act of 2003, if Vendor's activities under this Agreement make it a "service provider" under the Red Flags Rule, Vendor agrees to implement policies and procedures to detect relevant "red flags" of possible identity theft that may arise during Vendor's performance of its obligations under this Agreement, and to report to UVAMC any red flags of which it becomes aware.

43) **Payment Terms.**

a) Vendor may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The Medical Center will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The Medical Center will take the cash discount if payment is made within the specified time frame.

b) Unless alternate payment terms, with cash discounts, are proposed by Vendor, invoices submitted to the University by Vendor for the Goods and Services described in this
Agreement will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

c) Unless otherwise deemed appropriate by the Medical Center, Vendor will enroll in one of the Medical Center approved methods for receipt of electronic payments in order to provide any and all additional discounts that may result from this payment method. Accordingly, Vendor agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s Paymode® method of electronic payment. Vendor shall timely provide invoice to the Medical Center upon provision of goods and services under this Agreement. All invoices must be timely submitted to the Medical Center for payment availability within the fiscal year the goods and services were received. Vendor acknowledges that any failure to timely submit an invoice within the fiscal year funding the contract may result in non-payment.

44) Unauthorized Alien. Vendor warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. Vendor furthermore agrees that, during the term of the resulting Agreement, it shall not knowingly employ an unauthorized alien.

45) Energy Star Products. To the maximum extent practicable in providing the goods and services under the Agreement, Vendor shall provide products that earn the Energy Star rating and meet the Energy Star specifications for energy efficiency. Vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

46) Entire Agreement and Situs. This Agreement and its Exhibits, together with any subsequent amendments, constitute the entire agreement between the parties as to the subject matter, and as of the effective date hereof supersedes all other agreements and understandings with respect to the subject matter.

47) Acceptance

The Rector and Visitors of the University of Virginia on behalf of its Medical Center: VENDOR

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Jonathan D. Hohman</td>
<td>Name:</td>
</tr>
<tr>
<td>Director, Procurement</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Date | Date
Population Health Tool - Attachment 5
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum" "BAA"), effective 2019, ("Effective Date"), is entered into by (the "Business Associate") and The Rector and Visitors of the University of Virginia, (the "Covered Entity") (each a "Party" and collectively the "Parties").

The Parties have entered into an agreement dated 2019 (the "Agreement") under which the Covered Entity discloses Protected Health Information (individually identifiable health information of patients, as defined in 45 C.F.R. § 160.103) to the Business Associate for purposes for the obligations described below, or the Business Associate creates, receives, uses or discloses Protected Health Information in its performance of the obligations described below. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Addendum sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. Pursuant to the Agreement, the Business Associate provides services or goods for the Covered Entity that involves the use and disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Agreement, provided that such use or disclosure of protected health information would not violate the Privacy Regulation if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. All other uses not authorized by this Addendum are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Addendum only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(f), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Addendum including, but not limited to, Section 1.2(b) below.

1.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:
   a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
   b. disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, if (i) the disclosures are
required by law; or (ii) the Business Associate has received from the third party reasonable assurances regarding its confidential handling of such Protected Health Information as required under 45 C.F.R. § 164.504(e) (4).

1.3 Additional Activities of Business Associate  The Business Associate also may:

a. at the request of the Covered Entity, aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity.

b. at the request of the Covered Entity, de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that the Covered Entity maintains any documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Addendum.

2. RESPONSIBILITIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1 Privacy Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

a. request from the Covered Entity, access, and disclose to its subcontractors, agents or other third parties, only the minimum amount of Protected Health Information necessary to perform or fulfill a specific function required or permitted under this Addendum and/or the Agreement.

b. use and/or disclose the Protected Health Information only as permitted or required by this Addendum or as otherwise required by law.

c. report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Addendum of which Business Associate becomes aware within 5 days of the Business Associate’s discovery of such unauthorized use and/or disclosure.

d. establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

e. implement appropriate administrative, technical and physical safeguards to maintain the security of the Protected Health Information and to prevent its unauthorized use and/or disclosure.
f. ensure that all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement agree in writing to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Addendum.

g. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity, or at the covered entity’s request, to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of determining the Covered Entity’s compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.

h. upon prior written request, make available during normal business hours at Business Associate’s offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 15 days for purposes of enabling the Covered Entity to determine the Business Associate’s compliance with the terms of this Addendum.

i. within 30 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. document such disclosures of Protected Health Information and information related to such disclosures, as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R. § 164.528.

k. to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

2.2 HITECH Act and Security Responsibilities of the Business Associate.

The Business Associate agrees to comply with the HITECH Standards. “HITECH Standards” means the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder. The parties recognize that additional regulations and guidance documents may be issued implementing and interpreting the HITECH Act during the term of the Agreement. The Business Associate agrees to comply with all applicable requirements of such additional regulations and guidance as they become effective, and agrees that to the extent such regulations or guidance require the Covered Entity to impose such requirements on the Business Associate, they are deemed imposed as and when they become effective.

The Business Associate further agrees:

a. To implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information (as defined in 45 C.F.R. §160.103) that it creates, receives, maintains or transmits on behalf of Covered Entity, and more
specifically to secure all Electronic Protected Health Information with technologies and methodologies, including encryption, that render such information “secured” as defined in the guidance issued in 74 FR 19006 (April 27, 2009), pursuant to the HITECH Act;

b. To ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it, including but not limited to encryption that renders such information as “secured” as defined above;

c. To notify the Covered Entity as soon as possible, but no later than the third day on which a security breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first business day on which Business Associate or an employee, officer or agent of the Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. “Security Breach” as used herein is defined as an acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule. Notification will be made to UVA Information Security, Policy and Records Office at (434) 924-4165 with written notice as per section 5.5 of this Addendum. It will include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. The Business Associate will also provide any other available information at the time of notification or promptly thereafter as information becomes available. Such additional information will include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) the originals, or if not applicable, complete copies, of all documents containing exposed Protected Health Information and any related correspondence that come into the Business Associate’s possession. (iv) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (v) a brief description of what the Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

d. To cooperate with the Covered Entity as needed to further investigate and evaluate any Security Breach involving the Business Associate or of which the Business Associate has become aware.

e. In the event of impermissible use or disclosure by the Business Associate or any subcontractor of unsecured Protected Health Information that constitutes, in the reasonable judgment of the Covered Entity a breach requiring notification under applicable provisions of the HITECH Act and implementing regulations, at the discretion of the Covered Entity either the Business Associate or the Covered Entity, at the discretion of the Covered Entity, will notify in writing all affected individuals as required by Section 13402 of the Health Information Technology for Economic and Clinical Health (HITECH) Act. The Business Associate will be responsible for all costs associated with such notification, including any costs of credit monitoring services that the Covered Entity and Business Associate reasonably agree should be offered to affected individuals. For purposes of this paragraph, unsecured PHI means PHI which is not encrypted or destroyed. “Breach” shall have the meaning set forth in 45 CFR 164.402.
f. To report promptly to the Covered Entity any Security Incident, as defined in Section 164.304 of the Security Regulation, of which it becomes aware. However, the Business Associate shall not be obliged to report an immaterial incident consisting solely of an unsuccessful attempt to improperly access information stored in systems under the Business Associate’s control.

3. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates, or his or her authorized representative, in order to meet a request by such individual under 45 C.F.R. § 164.524.

b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.

3.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:

a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate will provide such access.

b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate will make and inform the Business Associate of the time, form and manner in which such amendment(s) will be made.
4. TERMS AND TERMINATION

4.1 Term. This Addendum will become effective on the Effective Date and will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section. In addition, certain provisions and requirements of this Addendum will survive its expiration or other termination in accordance with Section 5.1 herein.

4.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate the Agreement and this Addendum if the Covered Entity makes the determination that the Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 10 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 10 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement and this Addendum.

4.3 Automatic Termination. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement between the Parties.

4.4 Effect of Termination. Upon the event of termination pursuant to this Section, the Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so, within 90 days of the termination. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing with a Certificate of Destruction that will include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Business Associate’s use and/or disclosure of any Protected Health Information retained after the termination of this Addendum or the Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors’ and/or agents’ use and/or disclosure of any Protected Health Information retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or
destruction of the Protected Health Information infeasible. As noted all actions above must be completed no later than 90 days after the termination.

5. **MISCELLANEOUS**

5.1 **Survival.** The respective rights and obligations of the Business Associate and Covered Entity under the provisions of Sections 2.1, 2.2, 4.4, and 5.4, solely with respect to Protected Health Information that the Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such Protected Health Information, will survive termination of this Addendum indefinitely. In addition, Section 3 will survive termination of this Addendum, provided that the Covered Entity determines that the Protected Health Information being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.3 **Amendments; Waiver.** This Addendum may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.4 **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.5 **Notices.** Any notices to be given will be made via fax or express courier to the address given below, except that notice of a security breach shall also be given as provided in section 2.2(c) of this Addendum.

If to the Business Associate, to:

Name
Title
BUSINESS ASSOCIATE
Address
City, State, Zip
Fax: (XXX) XXX-XXXX

If to Covered Entity, to:

Corporate Compliance and Privacy Officer
University of Virginia Health System
1 Jefferson Park Avenue
Box #800805, McKim #G043D
Charlottesville, Virginia 22908-0805
Phone: (434) 924-2938
Fax: (434) 243-2716
with a copy (which will not constitute notice) to:
Office of the University Counsel
University of Virginia
P.O. Box 400225
Fax: 434-982-3070

5.6 Interpretation. Any ambiguity in this Addendum and the Agreement will be resolved to permit Covered Entity to comply with the Privacy and Security Rules and the HITECH Act and applicable regulations and guidance documents.

5.7 Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies hereof will be deemed to be originals.

6. DEFINITIONS.

Terms used, but not otherwise defined; in this Addendum will have the same meaning as those terms in 45 C.F.R. Parts 160, 162, and 164.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the Effective Date stated above herein.

The Rector and Visitors of the University of Virginia

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

BUSINESS ASSOCIATE

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________