



Request for Proposal

Electronic Medical Records System for
The Department of Student Health and Wellness
RFP Event ID# 1238897

Issued by:

The Rector and Visitors of the University of Virginia
Procurement Services
Charlottesville, Virginia

A VASCUPP™ Member Institution



I. GENERAL INFORMATION

Request for Proposal (“RFP”) Name: Electronic Medical Record System for Student Health and Wellness

Sourcing Event/RFP Number: RFP Event ID# 1238897

Issue Date: September 1, 2026

Brief Background & Description:

Organizational Overview

Founded by Thomas Jefferson in 1819, The Rector and Visitors of the University of Virginia (the “University”) is a world-class institution of higher learning, renowned for its commitment to education, research, and public service. The University is home to over 20,390 students and 11,960 permanent faculty and staff members, consistently ranking among the top public and private universities in the United States. The University’s mission is deeply rooted in academic excellence, integrity, and service. Students live by a unique Honor Code and engage in a broad spectrum of disciplines, supported by nationally ranked schools in Law, Business, and Medicine. The University also operates a top-tier hospital and produces graduates who are leaders in their fields. For additional information about the University, please visit: <https://www.virginia.edu/about-uva/>.

Request for Proposal (“RFP”) Description and Background

The Rector and Visitors of the University of Virginia (the “University”) seeks proposals from qualified Firms to provide an electronic medical record system for the Department of Student Health and Wellness (the “Goods/Services”). These Goods/Services include, but are not limited to, an integrated electronic medical record (“EMR”) and operational system, including implementation, configuration, training, support, and related professional services to support clinical, counseling, wellbeing, operational, administrative, compliance, billing, reporting, and inventory management functions within the Department of Student Health and Wellness (“Student Health and Wellness”).

Strategic Context for the RFP

The University retains responsibility for the oversight and delivery of an integrated Electronic Medical Record (EMR system), operational management, and related technology services supporting clinical, counseling, wellbeing, administrative, compliance, billing, and inventory management functions within Student Health and Wellness. This RFP is intended to support the University’s strategic objective to modernize and integrate the technology environment supporting Student Health and Wellness; improve coordination across clinical, operational, and administrative functions; streamline workflows; enhance access to consistent, real-time data; reduce reliance on manual processes; and support scalable, efficient service delivery aligned with the University’s current and future operational needs. The Selected Firm will play a critical role in helping the University achieve these goals by ensuring the Goods/Services are provided to the University with the highest standards of quality, efficiency, and alignment with the University’s organizational initiatives.

Procurement Structure and Cooperative Use

Each Firm accessing this RFP is referred to as a “Firm.” Any Firm selected by the University to provide Goods/Services will be referred to as a “Selected Firm.” For this RFP, the University intends to award a single Selected Firm a resulting Agreement (an “Award Agreement”), establishing them as a “Contract Supplier” who is pre-qualified to provide Goods/Services.

Please note:

- (a) An Award Agreement does not guarantee any volume of Goods/Services requested by the University during the term.
- (b) The University invites proposals that offer various approaches to delivering Goods/Services, including innovative or alternative solutions. The University may, at its sole discretion, evaluate these options, provided they meet this RFP’s minimum requirements and functional needs.
- (c) A Selected Firm may be asked to provide Goods/Services to other entities (e.g., colleges, state agencies) under cooperative procurement provisions (see *Agreement Attachment 2, Provision R*).
- (d) The University reserves the right to decline an Award Agreement to Firms already under existing VASCUPP cooperative contracts to avoid duplication.

RFP Schedule and Information:

- ***Pre-Proposal Conference:***

Optional: An optional pre-proposal conference will be at **1:00 p.m. ET on Monday, September 14, 2026**, virtually. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this pre-proposal conference will not be a prerequisite to submitting a proposal, Firms that intend to submit a bid/proposal are strongly encouraged to attend. Firm must confirm its intent to attend (“RSVP”) by sending an email to the Procurement Category Manager for this RFP no later than **3:00 p.m. ET on Friday, September 11, 2026**.

Firms should have a copy of this RFP solicitation to reference during the pre-proposal conference. Any changes resulting from this pre-proposal conference will be issued in a written Addendum to this RFP.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO NEEDS REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY THE PROCUREMENT CATEGORY MANAGER LISTED ON THIS RFP BY EMAIL AT HCH3H@VIRGINIA.EDU NO LATER THAN Friday, September 11, 2026. INDIVIDUALS WITH HEARING/SPEECH DISABILITIES ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120.

- ***Pre-Proposal Questions:***

If a Firm has any questions regarding this RFP prior to the Proposal Due Date (see below), all questions must be submitted directly via email to the Procurement Services team member listed under “Communication with the University” below

by **Monday, September 21, 2026, at 5:00 p.m. ET**. While the University's RFP Sourcing Event and its Message Center are available for communication, only questions submitted via email to the Procurement Services team member specified below will be considered official and eligible for response. The University will use reasonable efforts to respond to all properly submitted questions to the best of its ability. Responses will be posted and made available to all Firms after the deadline.

- ***Proposal Due Date: Tuesday, October 06, 2026, by 2:00 p.m. ET***
Firms should submit one original proposal via the University's RFP Sourcing Event in Workday Strategic Sourcing (also found on the University's Public Postings Page at: <https://the-rector-and-visitors-of-the-university-of-virgi.public-portal.us.workdayspend.com/>).

To submit a response to this solicitation, a Firm must have a Supplier Account with Workday Strategic Sourcing. Registration is free, must be completed on a desktop, and requires setting up a Workday Central Login with an authenticator app. If the Firm is already registered, no new account is needed – existing login credentials can be used. For registration or login issues, contact Workday Support at scoutsupport@workday.com. Note: The RFP Sourcing Event will systematically close promptly at the Proposal Due Date above, and submissions will not be possible after this time.

The University reserves the right to reject proposals received after the Proposal Due Date and time noted in this RFP. However, the University may, at its sole discretion, accept late proposals if it is determined that acceptance of a late proposal is in the best interest of the University.

When submitting a proposal, the Firm must submit the following, separate documents (as applicable):

- (a) Proposal responses, with the naming convention "**Firm Name – Proposal**", and responses organized in the order in which the requirements are presented in this RFP (Section IV). The full proposal should be attached as an attachment to the Sourcing Event.
- (b) Award Agreement in Word format (see Section IV.I.i.). Use the naming convention "**Firm Name – Award Agreement**". If applicable, this will be a file upload in the Sourcing Event.
- (c) Good & Services Proposal and Fees in Word format (see Section IV.H.). Use the naming convention "**Firm Name – Goods & Services Proposal and Fees**". This will be a file upload in the Sourcing Event and should be attached as a 'Supplier Attachment' in the Sourcing Event.
- (d) Contractual Provision Addendum in Word format (see Section IV.I.ii.). Use the naming convention "**Firm Name - Contractual Provisions**". If applicable, this will be a file upload in the Sourcing Event.
- (e) Data Protection Addendum in Word format (see Section IV.I.iii.). Use the naming convention "**Firm Name – Data Protection Addendum**". If applicable, this will be a file upload in the Sourcing Event.
- (f) Business Associate Addendum in Word format (see Section IV.I.iv.). Use the naming convention "**Firm Name – Business Associate Addendum**". If applicable, this will be a file upload in the Sourcing Event.

- ***Negotiations:***

For select Firms, negotiations are an included part of this RFP process, and all successful negotiations that are mutually agreed on by the University and the Selected Firm(s) will be incorporated into the resulting Award Agreement(s) by reference.

Oral Presentations and Product Demonstrations. For select Firms, Oral Presentations may also be required following their bid submission to the University. This provides an opportunity for the Firm to clarify or elaborate on its proposal. The University will schedule the time and location of these presentations and notify select Firms accordingly. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete in the manner described in this RFP.

As part of the evaluation process, the University may require selected Firms to participate in a structured product demonstration. The purpose of the demonstration will be to evaluate how the proposed solution supports actual Student Health and Wellness workflows and functional requirements.

The University may require selected Firms to demonstrate some or all of the following scenarios:

- i. **Scheduling, patient access, and check-in:** Schedule an appointment, complete required forms or questionnaires, manage appointment availability, demonstrate patient self-scheduling and reminders, check the student in, and move the student through the applicable visit workflow.
- ii. **Medical encounter:** Demonstrate nursing and provider documentation within the same encounter; medication and allergy reconciliation; clinical documentation; ordering of medications, laboratory testing, imaging, and referrals; e-prescribing; results review; and patient follow-up including messaging.
- iii. **Mental health encounter:** Demonstrate scheduling and documentation of a counseling, group, or same-day triage encounter, including assessment tools, risk assessment, treatment planning, follow-up, outcome measures, and appropriate access or segmentation of sensitive information.
- iv. **Immunization compliance:** Demonstrate receipt of student-submitted immunization documentation, immunization entry and review, registry integration, determination of compliance status, identification of missing requirements, and communication with the student.
- v. **Billing and insurance:** Demonstrate insurance information management, eligibility or roster processing, charge capture and adjustment, claims generation or submission, remittance/payment posting, and applicable Student Information System billing processes.

- vi. **Inventory management:** Demonstrate inventory receipt, lot and expiration tracking, inventory usage, par-level monitoring, replenishment or requisition workflow, and inventory reporting.
- vii. **Care coordination and cross-functional workflow:** Demonstrate referral, follow-up, messaging, or other coordination across appropriate Student Health and Wellness service areas while maintaining applicable role-based access and information segmentation.
- viii. **Reporting and analytics:** Demonstrate standard and ad hoc reporting, operational dashboards, and the methods available for University access to underlying data for institutional reporting and analytics.

For each demonstrated capability, the Firm shall identify whether the functionality is:

- standard functionality available in the proposed solution;
- configurable by the University or Firm;
- dependent upon custom development;
- dependent upon a third-party product or integration;
- separately licensed or priced; or
- planned for a future product release.

The University may provide selected Firms with a more detailed demonstration script, specific scenarios, sample data, instructions, and time limits prior to the demonstration. The University reserves the right to modify, combine, or omit demonstration scenarios based on the proposals received and the needs of the evaluation process.

- ***Anticipated Award Date:***

The Award Agreement(s) may be made on a rolling basis, but initial notice of awards is anticipated to occur by **January 2027**.

Expected Term: The initial term of any resulting Award Agreement is expected to be for **three (3) years** with the ability to renew on the same terms and conditions for **up to seven (7) additional years**, if such renewal is agreed upon in a written amendment signed by the University and the Selected Firm(s).

Proposal Offer Period: The Firm agrees that submitting a proposal constitutes an offer that will remain open and irrevocable for one hundred and eighty (180) days from the Proposal Due Date.

Rejection of Proposals: The University reserves the right to reject any or all proposals received. Non-acceptance of a Firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual Award Agreement (or Agreements) between the University and a Selected Firm (or Selected Firms) exists, or when the University rejects all proposals.

Communication with the University: During this procurement, all communications regarding this RFP must be directed to the Procurement Services office and the Strategic Sourcing team member listed below.

- Refer all questions/correspondence about the RFP to:

Heather C. Hite
Procurement Category Manager
Email: hch3h@virginia.edu

- Refer all issues directly related to reporting and subcontracting opportunities to:

Shannon Wampler
Business Analyst, Procurement Services
Email: saw2w@virginia.edu

The RFP has been posted on the University's Public Postings Page and can be accessed through the Sourcing Event. It is the Firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed before submitting a proposal. Addenda and attachments are posted if issued. The University encourages Firms to check the Sourcing Event frequently for any changes before the Proposal Due Date.

Contract Administrator(s): The University will identify an individual or individuals for contract administration (the "Contract Administrator" or "Contract Administrators") for any Award Agreement that results from this RFP. Contract Administrators will be the point of contact at the University for day-to-day operations, but only an authorized representative from the University's Procurement Services team will be able to approve any modifications or Amendments to this Award Agreement. Additional information can be found in ***RFP Attachment A, Award Agreement, Section II.E.***

Virginia Freedom of Information Act: Except as provided, once an Award Agreement is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act ("the VFOIA"). Trade secrets or proprietary information submitted by a Firm before or as part of its proposal will not be subject to public disclosure under the VFOIA only under the following circumstances: (1) the appropriate information is *clearly* identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes: (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The Firm must also provide a separate electronic copy of the proposal (e.g., email, CD, etc.) with the trade secrets and/or proprietary information redacted. Information regarding the accessibility of the Goods/Services under consideration, particularly compliance with Web Content Accessibility Guidelines (WCAG) accessibility standards and including the interactive administrative consoles required to utilize these Goods/Services, must be exempt from any non-disclosure request. IF ALL OF THESE REQUIREMENTS ARE NOT MET, THE FIRM'S ENTIRE PROPOSAL WILL BE AVAILABLE FOR PUBLIC INSPECTION.

Important: *Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the Firm seeks protection from public disclosure*

must follow the requirements outlined above. A Firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may it request that its pricing/fees be treated as a trade secret or proprietary information or otherwise be deemed confidential.

II. SCOPE OF GOODS/SERVICES

The University seeks proposals from qualified Firms to provide an **Electronic Medical Record System for Student Health and Wellness** (the “Goods/Services”) for the following:

The University seeks proposals from qualified Firms to provide, implement, and support an integrated Electronic Medical Record (EMR) and operational system (the “Services”) to support Student Health and Wellness operations across multiple functional areas.

The Services must support a broad range of clinical, operational, financial, and administrative functions in a unified or tightly integrated solution environment.

Current-State Environment

The University currently utilizes Mediat as its primary Electronic Medical Record (EMR) platform across Student Health and Wellness. Mediat supports clinical and counseling documentation, scheduling, billing and insurance functions, patient access, immunization compliance, and related administrative and operational workflows.

The current environment includes:

- **Electronic Medical Record:** Mediat;
- **Patient Portal:** Mediat/MediatOne;
- **Billing and Insurance:** Mediat, including billing to student accounts and one University-approved insurance carrier;
- **Scheduling:** Mediat; and
- **Immunization Compliance:** Mediat Immunization Compliance Module, a critical component of the University’s current operations.

The University is currently transitioning portions of its Mediat environment to cloud-based functionality. The Immunization Compliance Module is expected to transition to the cloud in October 2026, and the current patient portal environment must transition by March 2027.

The University maintains approximately ten (10) years of historical EMR data. The historical environment is approaching one terabyte of data; current data volume is subject to ongoing records-retention and destruction activities.

Existing and anticipated integration requirements are identified separately in Section II.I., Integration Requirements.

This information is provided to support proposal development, implementation planning, and pricing and is not intended to prescribe the architecture or configuration of the future solution. The Selected Firm will be expected to validate the current environment, data, interfaces, migration requirements, and technical dependencies during implementation discovery.

Planning and Volume Information

The following information is provided to assist Firms in developing their proposals and pricing. All figures are approximate, are subject to change during the term of any resulting Agreement, and do not represent minimum or guaranteed volumes.

- **Approximate student population represented in the EMR:** 30,000, including approximately 24,000 students currently eligible for services and approximately 6,000 additional students maintained in the database;

- **Approximate number of active EMR users:** 225;
- **Approximate number of clinical/provider users:** 150;
- **Approximate annual appointments/encounters:** 62,000, including approximately:
 - 19,000 CAPS encounters;
 - 40,000 Medical Services encounters; and
 - 3,000 encounters across other service areas; and
- **Approximate annual claims volume:** 3,500 claims submitted to the University-approved student insurance carrier.

Firms shall clearly identify any pricing assumptions based on population, users, providers, encounters, transactions, modules, or other volume measures and shall describe how changes in those measures would affect pricing during the Agreement term.

The scope of Services includes, but is not limited to, the following:

A. Clinical and Patient Care Functionality

The Selected Firm shall provide a system that supports clinical workflows across diverse care delivery models, including medical, mental health, and well-being services. Capabilities must include:

- Appointment scheduling and patient flow management across multiple visit types
- Clinical documentation with configurable templates
- Treatment planning, assessments, and outcome tracking
- E-prescribing
- Medication management, including interaction and allergy checking
- Ordering, such as referrals, imaging, and labs, and results tracking
- Mental health-specific workflows and standardized assessment tools
- Alerts, notifications, and care coordination tools
- Secure communication between providers and clinics

B. Patient Access and Engagement

The Selected Firm shall provide tools that enhance patient access and engagement, including:

- Online self-scheduling and appointment management
- Secure messaging between patients and providers
- Digital intake forms and document submission
- Appointment reminders and notifications
- Triage and routing capabilities

C. Medical Records and Compliance

The Selected Firm shall support compliant management of medical records, including:

- Immunization tracking and registry integration
- Immunization compliance reminders and notifications
- Document management and release of information workflows
- Compliance with applicable regulatory and legal standards (e.g., HIPAA, FERPA)

- Role-based and individual user access and data segmentation

D. Billing and Financial Operations

The Selected Firm shall provide functionality to support billing and financial workflows, including:

- Integration with or file sharing setup for the University's Student Information Systems (SIS)
- Claims generation and submission to University-approved carrier
- Payment posting and reconciliation
- Insurance eligibility and roster management
- Charge capture, adjustment, and account management

E. Inventory and Supply Chain Management

The Selected Firm shall provide inventory management capabilities that support clinical operations, including:

- Real-time inventory tracking across locations
- Par level management and automated alerts
- Ordering, receiving, and reconciliation workflows
- Lot number and expiration tracking
- Usage tracking and reporting

F. Reporting and Analytics

The Selected Firm shall provide robust reporting and analytics capabilities, including:

- Real-time operational and clinical reporting
- Standard and ad hoc reporting tools
- Dashboard capabilities across clinical, financial, and operational domains
- Access to underlying data for advanced analytics and institutional reporting tools

G. System Administration and Technical Capabilities

The Selected Firm shall support system administration and technical operations, including:

- Role-based and individual user access controls and permissions
- Test and sandbox environments
- Data access for reporting and troubleshooting
- Audit logs and system activity tracking
- System configuration and customization capabilities
- Vendor support and documentation
- Ability to track and update demographic information

H. Cross-Functional Workflow and Information Access

The proposed solution shall support configurable workflows across Student Health and Wellness functional areas, as appropriate. The University does not intend to require replication of all current-state workflows and anticipates that implementation will include review, redesign, and optimization of existing processes to take advantage of the capabilities and recommended practices of the Selected Firm's solution.

The Firm shall describe how the proposed solution supports, or can be configured to support, cross-functional activities including:

- i. Referrals, routing, and follow-up across appropriate service areas;
- ii. Care coordination and communication among authorized users;
- iii. Case, task, and follow-up tracking;
- iv. Role-based and individual access controls;
- v. Segmentation of sensitive clinical, counseling, administrative, or other information based on user role and operational need;
- vi. Controlled access to otherwise restricted information when access is authorized and clinically or operationally appropriate;
- vii. Audit functionality that records access to restricted information, including the user, date and time, and other applicable access information; and
- viii. Other workflows requiring coordination across Student Health and Wellness functional areas.

The solution shall allow the University to configure appropriate information access and segmentation while supporting authorized coordination across functional areas. Where access to otherwise restricted information is permitted, the Firm shall describe the controls, authorization mechanisms, notifications, and audit capabilities available within the proposed solution.

The Firm shall distinguish between functionality that is standard, configurable, requires custom development, or depends upon a third-party product or integration.

The Firm shall also describe its approach to workflow discovery, design, configuration, testing, and optimization during implementation, including how it works with clients to evaluate existing workflows and develop future-state processes.

I. Integration Requirements

The Selected Firm shall support integration and data exchange with University and third-party systems and services necessary to support Student Health and Wellness operations, including, as applicable:

- University Student Information System (SIS), through direct integration and/or secure file-based exchange, including the ability to generate, transmit, receive, and process required files and data;
- University identity management and authentication services, including Single Sign-On (SSO);
- University-approved insurance carrier systems and clearinghouses;
- Epic / UVA Health;
- LabCorp;
- RelayMed;
- Virginia Immunization Information System (VIIS);
- Verivax or similar multi-state immunization registry;
- Center for Collegiate Mental Health (CCMH), including CCAPS tools and instruments, as applicable;
- Prescription Monitoring Program (PMP);
- Prescribing and e-prescribing platforms;
- Secure SQL access for authorized University data analysts, including read-only access to production data or a replica of production data for reporting, analytics, troubleshooting, and operational planning;
- Workday;
- Vendor ordering systems, including Cardinal and Amazon Business;
- TimelyCare;
- Epic Care Everywhere;
- EKG devices and systems;
- Check-in kiosks;
- Electronic fax functionality;
- Text messaging/SMS services to support student communications; and
- AI scribe or similar clinical documentation tools, where applicable.

For each applicable integration or data exchange, the Firm shall identify applicable technical requirements and dependencies, University and third-party responsibilities, anticipated implementation timing, and all associated one-time and recurring costs.

The University does not prescribe a specific technical method for integration or data exchange and will consider alternative approaches that meet or improve upon the underlying functional and operational requirement. The Firm shall identify which integrations, data exchanges, or related functions it recommends be operational at go-live to support continuity of essential Student Health and Wellness operations, and which may be implemented or transitioned in later phases. Where a current integration cannot be replicated or is not recommended, the Firm shall describe the proposed alternative approach.

Final integration design, scope, sequencing, and go-live requirements will be established with the Selected Firm during implementation planning. The solution shall provide sufficient access to underlying University Data to support University-developed reporting and analytics, including Power BI, as well as troubleshooting and operational needs.

J. Data Migration and Implementation Support

The Selected Firm shall provide a comprehensive approach to migration, conversion, validation, and continued accessibility of historical data from the University's existing systems.

The University currently utilizes Mediat Legacy as its Electronic Medical Record system. The current EMR environment contains approximately ten (10) years of historical information to be retained, with a broader historical Mediat environment that has approached one terabyte of data. Historical information includes, but is not limited to, patient demographics, eligibility information, immunizations, appointments, billing and ticket information, laboratory orders and results, clinical records and charts, forms, documents and attachments, and secure messaging. Additional operational data maintained in other tools, including Smartsheet, may also require migration or conversion as part of implementation.

The Firm shall specifically address its proposed approach to data conversion and migration from Mediat Legacy. The Firm shall describe any prior experience migrating data from Mediat Legacy, if applicable, including the types of data migrated and any known limitations, challenges, or considerations. Prior experience with Mediat Legacy is not required; however, if the Firm does not have such experience, it shall describe its proposed methodology for assessing, mapping, converting, validating, and preserving access to the University's historical information.

At a minimum, the Firm shall describe its approach to:

- i. Discovery, assessment, and inventory of existing data;
- ii. Data mapping and conversion;
- iii. Migration of structured data;
- iv. Migration of clinical records, documents, attachments, forms, messages, and other unstructured information;
- v. Migration of historical patient and encounter information;
- vi. Migration or conversion of applicable operational data maintained outside the current EMR;
- vii. Data cleansing and remediation, as applicable;
- viii. Testing cycles, reconciliation, and validation of converted data;
- ix. University review and acceptance of migrated data;
- x. Preservation of data integrity, applicable audit history, and relationships between records;
- xi. Roles and responsibilities of the Firm, the University, and applicable third parties;
- xii. Cutover and transition planning;
- xiii. Procedures to minimize disruption to clinical, administrative, and operational activities;
- xiv. Post-migration validation and remediation; and
- xv. Assumptions, dependencies, limitations, and costs associated with migration and conversion.

The Firm shall identify which Medica Legacy data elements it anticipates can be converted into native fields or records within the proposed solution, which data may require conversion to another accessible format, and which data, if any, cannot reasonably be migrated into the proposed solution. The Firm shall clearly identify any data types, formats, volumes, historical information, or other conditions that may require additional services, tools, resources, or costs.

The University requires continued secure and usable access to historical information necessary for clinical care, operations, reporting, legal and regulatory requirements, and records retention. Where migration of certain historical information into the proposed solution is not technically feasible or advisable, the Firm may propose an alternative approach for maintaining secure, searchable, and appropriately controlled access to that information. Any proposed alternative shall describe applicable access controls, audit capabilities, retention considerations, technical requirements, ongoing support, and associated costs.

The Firm shall identify its recommended migration strategy and sequencing, including any dependencies between data migration, system configuration, integrations, testing, and go-live activities. The University may implement different functional areas or data sets on different timelines based on operational requirements.

Final migration scope, data mapping, sequencing, validation requirements, acceptance criteria, and cutover activities will be established with the Selected Firm during implementation planning.

K. Additional Services

The Selected Firm will be requested to:

- Provide ongoing system enhancements and optimization
- Support workflow redesign and process improvement
- Provide training and change management support
- Perform other related services as requested by the University

The Student Health and Wellness Services Areas
(<https://www.studenthealth.virginia.edu/care-options>) include:

- **Care and Support Services (CASS)**
 - Provides non-clinical case management, advocacy, care coordination, and referral services to help students navigate personal, academic, financial, and health-related challenges. Staff work collaboratively with campus and community partners to connect students with appropriate resources and support networks.

- **Disability Services (SDAC)**
 - Coordinates academic accommodations, accessibility services, and disability-related support to ensure equitable access to University programs, services, and activities. Services include accommodation planning, consultation, and advocacy for students with documented disabilities.
- **Well-Being Services**
 - Promotes student success through health education, wellness coaching, prevention initiatives, and evidence-based programs focused on physical, emotional, social, and academic well-being. Services include individual support, workshops, outreach, functional exercise, and campus-wide wellness programming.
- **Mental Health Services (CAPS)**
 - Provides counseling, psychiatric care, crisis intervention, group therapy, consultation, and referral services to support students' mental and emotional health.
- **Medical Services**
 - Provides comprehensive outpatient healthcare including primary care, preventive services, reproductive health, travel medicine, immunizations, laboratory services, and treatment of acute and chronic health conditions. Medical Services supports an integrated, multidisciplinary care model.

Note that the University does not place verbal orders without an authorized, corresponding payment method. No Goods/Services will be authorized without a University-issued Purchase Order, and no minimum or maximum amount of work is guaranteed to any Selected Firm under any resulting Award Agreement from this RFP.

III. BASIS OF SELECTION

The University will evaluate proposals, and the selection of Firms will be on the basis of:

- The Firm's ability to provide the University with the Goods/Services as described in ***Section II. Scope of Goods/Services***, and the quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided (**40%**);
- The Firm's experience and demonstrated efficacy in providing Goods/Services similar to those described in this RFP, including the Firm's references from other higher education clients (**25%**);
- The Firm's specific plans, approach, or methodology that would be utilized to provide the requested Goods/Services (**15%**);
- The Firm's financial proposal (**10%**);
- The Firm's small business status and/or the Firm's plan for utilization of certified small business subcontractors (**10%**).

Overall value will be judged based upon the information provided in the Firm's proposal in response to the applicable submission requirements of this RFP. All proposals received will be carefully evaluated by the University. The University then intends to conduct negotiations with two or more Firms. After negotiations have been conducted, if the University chooses to make an award, the University will select the Firms which, in its opinion, best meet the needs of the University. Alternatively, if the University determines in its sole discretion that only one Firm is fully qualified, or that one Firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and grant an Award Agreement to that single Firm. In either event, the University intends to execute a mutually satisfactory written Award Agreement that will reflect and largely incorporate this RFP as reconciled with any pertinent documents (such as the proposal submitted and relevant negotiation correspondence). Because the University may choose to negotiate and award to a single Firm as discussed above, each Firm must include in its written proposal all requirements, terms, or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

IV. CONTENTS OF THE PROPOSAL

Proposals should include all information as outlined in the RFP and in this section, and they must be submitted in a complete and clearly organized manner that is in accordance with the format specified in this RFP. Proposals must be submitted through the designated Sourcing Event platform, and Firms must respond to each required question within the platform, in addition to any attachments.

The University invites proposals that offer various approaches to delivering Goods/Services, including innovative or alternative solutions. The University may, at its sole discretion, evaluate these options, provided they meet this RFP's minimum requirements and functional needs.

A. Company Overview:

- i. Provide the Firm's legal entity name and headquarters address.
- ii. Give the name, title, address, telephone number, and email of the individual who will act as the Firm's designated representative for purposes of this RFP.

B. Qualifications/Experience:

- i. Give a brief history of the Firm, including the number of years it has been in business, especially pertaining to its experience providing the Goods/Services as described in this RFP.
- ii. Describe the approach and specific capabilities that uniquely qualify the Firm for the Goods/Services requested. Emphasize how the Firm believes it will differentiate its offering from other competing Firms.
- iii. Provide a list of the Firm's current clients comparable to the University (i.e., higher education, university hospitals, and/or non-profit clients in particular), indicating the length of service of each account. Include the name of the organization and the contact information (name, email, and phone number) in the event that the University contacts and/or visits any of these accounts.
- iv. If applicable, provide the total amount of annual sales the Firm has with each Virginia Association of State College & University Purchasing Professional ("VASCUPP") Member Institution. A list of Member Institutions can be found on the VASCUPP site: <https://vascupp.org/members>. If Firm does not have any annual sales with VASCUPP Member Institutions, please indicate 'Not Applicable'.

C. Key Personnel:

- i. Provide information about the individuals specifically assigned to work with the University, including a description of their experience in providing similar Goods/Services as described in this RFP. When providing this information, please also identify the individual(s) within the Firm who will have overall

responsibility for the University account, the office in which each account team member is located, and how they fit into the organization of the Firm as a whole.

D. Functional Requirements Response

For each requirement identified in Section II, Scope of Goods/Services, the Firm shall indicate how the proposed solution satisfies the requirement using one of the following response categories:

- i. Standard: Available as standard functionality within the proposed solution;
- ii. Configurable: Available through configuration of the proposed solution without custom development;
- iii. Custom: Requires custom development or professional services;
- iv. Third Party: Requires a third-party product, service, or integration;
- v. Planned: Not currently available but included on the Firm's product roadmap; or
- vi. Not Available: The proposed solution does not currently support the requirement.

For any response other than Standard, the Firm shall briefly describe the proposed approach and identify any applicable dependencies, limitations, implementation considerations, additional licensing, third-party requirements, or additional costs.

Firms may propose alternative approaches that satisfy the underlying functional or operational requirement. Any alternative approach shall be clearly identified and described.

The University may request clarification or demonstration of any functionality identified in the Firm's response during the evaluation process.

E. Implementation Approach and Methodology

Describe the Firm's proposed approach and methodology for implementing the proposed solution for Student Health and Wellness. At a minimum, the response should address:

- i. Proposed implementation phases, milestones, and estimated timeline;
- ii. Project governance and project management approach, including the Firm personnel responsible for implementation;
- iii. Roles and responsibilities of the Firm, the University, and applicable third parties;
- iv. Anticipated University staffing, resource, and decision-making requirements throughout implementation;
- v. System configuration and workflow design approach;
- vi. Testing and validation methodology, including access to test or sandbox environments;

- vii. Training approach for end users, system administrators, and technical support staff;
- viii. Data migration and conversion approach;
- ix. Integration development, testing, and sequencing;
- x. Go-live and cutover approach, including anticipated downtime and operational continuity planning;
- xi. Go-live and post-go-live support and stabilization;
- xii. Risk identification, escalation, and mitigation approach; and
- xiii. Key implementation assumptions, dependencies, and constraints.

The Firm should identify whether it recommends a phased, simultaneous, or other implementation approach and explain the basis for its recommendation. The University may modify implementation sequencing, milestones, timelines, and responsibilities in collaboration with the Selected Firm following award.

The Firm should also describe its experience implementing comparable solutions in higher education student health, counseling, or similarly complex healthcare environments and identify lessons learned that would inform its proposed approach for the University.

F. Security and Technical Requirements:

The Firm shall describe the security framework and controls applicable to the proposed solution, including:

- i. SOC 2 Type II certification or report, if available;
- ii. HITRUST certification, if available;
- iii. Security architecture and hosting environment;
- iv. Incident response processes;
- v. Business continuity capabilities and documentation;
- vi. Disaster recovery capabilities; and
- vii. Other relevant security certifications, independent assessments, or controls.

The Firm shall identify any security, infrastructure, authentication, network, hosting, access, or other technical requirements or dependencies that the University would be responsible for providing or supporting as part of implementation or ongoing operation of the solution.

The Firm shall identify any third-party services or subprocessors used to provide the proposed solution and describe any material security or data-protection considerations associated with those services.

The Selected Firm will be subject to applicable University security, privacy, data protection, and Business Associate requirements, including the University's Vendor Security Review and applicable contractual addenda.

G. Artificial Intelligence Capabilities:

The Firm shall identify any artificial intelligence, machine learning, generative AI, automated documentation, or similar functionality included in or available with the proposed solution. The Firm shall indicate whether such functionality is standard, optional, separately licensed or priced, or dependent upon a third-party product or service.

The Firm shall describe, as applicable, available capabilities related to:

- i. Clinical documentation assistance;
- ii. Note generation;
- iii. Coding assistance;
- iv. Reporting and analytics;
- v. Predictive analytics;
- vi. AI governance and oversight;
- vii. Use of University Data for model training, improvement, or other AI-related purposes; and
- viii. Available controls to enable, disable, or opt out of AI-enabled functionality.

The Firm shall identify any limitations, dependencies, third-party services, or additional costs associated with these capabilities.

H. Goods & Services Proposal and Fees:

Using ***Agreement Attachment 1, Goods & Services Proposal and Fees***, provide the Firm's proposed Goods/Services under this RFP and their corresponding fees, including:

- i. Any/all related costs, fees, and/or expenses (e.g., including, but not limited to, shipping charges, mobilization, travel, mileage, etc.). The fee structure should include all aspects of the Firm's operation including labor, overhead, travel expense reimbursements, and other expenses. Ensure comprehensive fees are provided for any/all Goods/Services proposed by the Firm. Note: The University cannot accept any pricing based on a "Cost-Plus a Percentage of Cost basis".
- ii. A detailed explanation of how the University will be charged for the Goods/Services. EX: Please detail if invoicing will be on a per-project basis, if it will be calculated at an hourly rate, or if both methods may be utilized depending on the scope of the project.
- iii. An overview of how the University will benefit from cost savings by accepting the Firm's proposal. Provide any additional discounts that may be applicable and offered to the University.

Note:

The rates proposed for each year of the initial term shall be the maximum rates the Selected Firm may charge during that period. The Selected Firm may alter its Goods and Services Proposal and Fees only through an official amendment to the Award Agreement executed by the University. If the University elects to renew the Award Agreement, pricing for each renewal period shall not exceed the pricing applicable during the immediately preceding contract period, adjusted by no more than the percentage increase or decrease in the Other Services category of the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") published by the United States Bureau of Labor Statistics for the most recent twelve-month period

available, unless otherwise approved by an authorized representative of the University

I. Contractual Arrangements:

- i. Review the document, *RFP Attachment A, Award Agreement*, and confirm that if selected for an Award Agreement, the Firm will agree to and abide by all terms and conditions therein. Please note: Agreeing to the terms and conditions of this document does not guarantee a Firm will be selected for an Award Agreement.
 - a. If the Firm takes any exceptions to this document, it must indicate this in writing, and it must submit a separate document with its proposal titled **"Firm Name – Award Agreement"** at the time of the Proposal Due Date. This must be a Word document utilizing 'Track Changes' in the 'Review' tab to maximize efficiency. The University reserves the right to accept, reject, or edit the proposed modifications. Please be advised that any exceptions a Firm takes to this document could delay and/or impact an Award Agreement. If a Firm does not submit a separate addendum during its initial submission and by the Proposal Due Date, then the proposal from the Firm will automatically be deemed to include/accept the terms and conditions of any resulting Award Agreement. Proposed modifications after this time will not be considered or accepted.
- ii. This solicitation and any subsequent agreement are also subject to University's Contractual Provisions contained within *Agreement Attachment 2*. Review and confirm that if selected for an award, the Firm will agree to and abide by all terms and conditions therein.
 - a. If the Firm takes any exceptions to this document, it must indicate this in writing, and it must submit a separate document with its proposal titled **"Firm Name – Contractual Provisions"**. This document must be a Word document utilizing 'Track Changes' in the 'Review' tab to maximize efficiency. The University reserves the right to accept, reject, or edit the proposed modifications. Please be advised that any exceptions a Firm takes to this document could delay and/or impact an Award Agreement. If a Firm does not submit a separate addendum during its initial submission and by the Proposal Due Date, then the proposal from the Firm will automatically be deemed to include/accept the terms and conditions as issued in this RFP. Proposed modifications after this time will not be considered or accepted.
- iii. This solicitation and any subsequent agreement are also subject to University's Data Protection Addendum contained within *Agreement Attachment 3*. Review and confirm that if selected for an award, the Firm will agree to and abide by all terms and conditions therein.

- a. If the Firm takes any exceptions to this document, it must indicate this in writing, and it must submit a separate document with its proposal titled **“Firm Name – Data Protection Addendum”**. This document must be a Word document utilizing ‘Track Changes’ in the ‘Review’ tab to maximize efficiency. The University reserves the right to accept, reject, or edit the proposed modifications. Please be advised that any exceptions a Firm takes to this document could delay and/or impact an Award Agreement. If a Firm does not submit a separate addendum during its initial submission and by the Proposal Due Date, then the proposal from the Firm will automatically be deemed to include/accept the terms and conditions in the Data Protection Addendum. Proposed modifications after this time will not be considered or accepted.
- iv. This solicitation and any subsequent agreement are also subject to University’s Business Associate Addendum contained within ***Agreement Attachment 4***. Review and confirm that if selected for an award, the Firm will agree to and abide by all terms and conditions therein.
 - a. If the Firm takes any exceptions to this document, it must indicate this in writing, and it must submit a separate document with its proposal titled **“Firm Name – Business Associate Addendum”**. This document must be a Word document utilizing ‘Track Changes’ in the ‘Review’ tab to maximize efficiency. The University reserves the right to accept, reject, or edit the proposed modifications. Please be advised that any exceptions a Firm takes to this document could delay and/or impact an Award Agreement. If a Firm does not submit a separate addendum during its initial submission and by the Proposal Due Date, then the proposal from the Firm will automatically be deemed to include/accept the terms and conditions in the Business Associate Addendum. Proposed modifications after this time will not be considered or accepted.
- v. If Firm is selected for an award under this RFP, state the Firm’s agreement to register as a supplier in the University’s registration system and receive payments electronically via approved payment terms. For more information, reference these websites:
 - <https://suppliers.uvafinance.virginia.edu/registering-uva>
 - <https://uvafinance.virginia.edu/resources/getting-paid-university>.
- vi. If Firm is selected for an award under this RFP, state the Firm’s agreement to register with eVA and accept eVA terms and conditions prior to any Award Agreement (<https://eva.virginia.gov/>). For more information, reference this website: <https://uvafinance.virginia.edu/resources/eva-information-suppliers>.
- vii. If Firm is selected for an award under this RFP, state the Firm’s agreement to comply with the requirements of the University’s Information Security Compliance Team and complete a Vendor Security Review as needed. For

more information about the Vendor Security Review, reference this website:
<https://security.virginia.edu/vendor-security-review-standard>.

- viii. If Firm is selected for an award under this RFP, state the Firm's agreement to comply with the requirements of the University's ADA Coordinator Team and complete a Digital Accessibility Review as needed. For more information about this process, reference this website: <https://digitalaccessibility.virginia.edu/>.

J. Small Business:

The University is committed to giving fair consideration for all Firms in its procurement programs.

- i. Does the Firm qualify as a small business?
 - If yes: Is the Firm certified through the Virginia Department of Small Business & Supplier Diversity (SBSD)? If yes, please provide your certification number. If not, is the Firm willing to pursue certification?
 - If no: Describe the Firm's partnering relationships with small businesses and how it plans to support the University's goal to increase small business participation.

K. Proposal Comments:

Specify any assumptions the Firm is making in this bid proposal and provide any other information that the University should consider in evaluating the Firm's response.

V. TERMS AND CONDITIONS

This solicitation and any subsequent agreement are subject to:

- The Selected Firm's agreement to register as a supplier in the University's registration system and receive payments electronically via approved payment terms, if selected for an award under this RFP. (<https://suppliers.uvafinance.virginia.edu/registering-uva> and <https://uvafinance.virginia.edu/resources/getting-paid-university>);
- The Selected Firm's agreement to register with eVA and accept eVA terms and conditions prior to award (<https://eva.virginia.gov/> and <https://uvafinance.virginia.edu/resources/eva-information-suppliers>);
- The Selected Firm's agreement to comply with the requirements of the University's Information Security Compliance Team and complete a Vendor Security Review as needed, if selected for an award under this RFP (<https://security.virginia.edu/vendor-security-review-standard>);
- The Selected Firm's agreement to comply with the requirements of the University's ADA Coordinator Team and complete a Digital Accessibility Review as needed, if selected for an award under this RFP (<https://digitalaccessibility.virginia.edu/>);
- The University's *Contractual Provisions*, see *Agreement Attachment 2*,
- The University's *Data Protection Addendum*, see *Agreement Attachment 3*, and
- The University's *Business Associate Addendum*, see *Agreement Attachment 4*.

VI. ATTACHMENTS

The attachments below follow:

- RFP ATTACHMENT A: *Award Agreement*
 - Agreement Attachment 1: *Goods & Services Proposal and Fees*
 - Agreement Attachment 2: *Contractual Provisions*
 - Agreement Attachment 3: *Data Protection Addendum*
 - Agreement Attachment 4: *Business Associate Addendum*

NOTE: Attachments herein should be utilized when adding attachments in the Sourcing Event. See specific instructions in this RFP for how to complete and name the Firm's proposal files.

RFP ATTACHMENT A

Award Agreement

This Award Agreement (“# UVA-AGR-____” or “Agreement”), is entered into effective as of January XX, 2027, is by and between The Rector and Visitors of the University of Virginia (“the University”) and _____ (“Selected Firm”) (each a “Party” and collectively the “Parties”).

TERM

The term of this Agreement will be for three (3) years, with the ability to renew for up to seven (7) additional years, subject to mutual agreement of the parties.

WITNESS

By its Request for Proposal (“RFP”) Event ID #1238897 issued September 01, 2026, the University requested proposals from Firms to provide an electronic medical record system for the Department of Student Health and Wellness (the “Goods/Services”). In response to the RFP, the Selected Firm submitted a written proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Goods/Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the Parties hereby agree as follows:

I. Contents:

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

- A. Agreement Attachment 1, Goods & Services Proposal and Fees;
- B. Agreement Attachment 2, Contractual Provisions;
- C. Agreement Attachment 3, Data Protection Addendum;
- D. Agreement Attachment 4, Business Associate Addendum;
- E. The Sourcing Event/RFP # Event ID #1238897 (by reference);
- F. Selected Firm’s negotiation responses between _____ (Selected Firm) and Heather C. Hite (University) via emails (by reference); and
- G. Selected Firm’s proposal in response to the RFP (by reference).

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and Agreement Attachments 1, 2, 3, and 4 will prevail over all other Agreement documentation.

II. Specific Provisions:

A. Goods/Services:

Selected Firm will provide the “Goods/Services” to the University. The University makes no guarantee that Goods/Services will be requested during the Term. The specific types of Goods/Services the Selected Firm can provide are shown in ***Agreement Attachment 1, Goods & Services Proposal and Fees.***

B. Fees:

As requested by the University, Selected Firm will provide quotes/pricing either on a fixed price or a time and materials basis. This will be reflected in ***Agreement Attachment 1, Goods & Services Proposal and Fees.***

The rates provided will be the maximum rates that the Selected Firm will be able to charge during the initial term of the Agreement. Thereafter, Selected Firm will be able to alter its *Goods & Services Proposal and Fees* only by signing an official Amendment to the Agreement into full effect with the University. If the University elects to exercise the option to amend the Agreement, the price(s) for the subsequent amendment period shall not exceed the price(s) of the previous initial term or renewal period, as applicable, increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, unless approved by an authorized representative of the University.

C. Ordering Procedures:

Goods/Services will be ordered in the manner described in this section. The University makes no guarantee as to the volume of business that may be provided under this Agreement. A proposal for Goods/Services must be specifically requested from Selected Firm by a University department. The University will *not* be required to sign any other documentation.

Note that the University does not place verbal orders without an authorized, corresponding payment method. If the University desires to have Selected Firm provide Goods/Services, the University will issue a Purchase Order. When the University Purchase Order is issued, a contract exists between Selected Firm and the University for the specific Goods/Services requested.

D. Invoicing and Payment Terms:

Selected Firm is not allowed to request a prepayment/down payment. Selected Firm may, however, request payment be tied to project milestones. Selected Firm will submit an original invoice referencing the correct Purchase Order number on the invoice to the appropriate University's Accounts Payable division.

The University agrees to pay the Selected Firm per the terms of registration with the University's current payment system and upon confirmed receipt of undisputed,

properly presented invoice, following this process:
<https://uvafinance.virginia.edu/payments-expensing/invoices-receiving>. Payment terms will be negotiated and mutually approved.

Invoices for non-catalog orders may be submitted as a PDF attachment to vendor-invoices@virginia.edu. If a Selected Firm experiences issues with the aforementioned submission method, please notify the ordering department for further assistance. Selected Firm must submit a properly presented, undisputed invoice within six (6) months of Goods/Services being delivered or completed ("Invoice Period"). Selected Firm waives any right to a claim of money owed or breach of contract for non-payment if a properly presented invoice is not submitted to the University within the Invoice Period.

E. Contract Administrator:

The Selected Firm will not make any commitments/comments or take actions on behalf of the University without the explicit direction of the authorized Contract Administrator(s).

1. Primary Administrator:

The individual named below shall serve as the Primary Administrator and will act as the central point of contact at the University for day-to-day operations under this Agreement. The Primary Administrator does not have the authority to approve any changes, amendments, or additional terms and conditions to this Agreement

Kimberly Gardner
Assistant Director of Medical Operations
Student Health and Wellness
Phone: 434-924-1305
Email: brp3ux@virginia.edu

2. Secondary Administrator:

The Selected Firm should direct all questions regarding this Agreement - except those related to specific Goods/Services or departmental requests - including any proposed modifications or amendments, to the University's Procurement Services office and the designated contact listed below.

Heather C. Hite
Procurement Category Manager
Email: hch3h@virginia.edu

The University reserves the right to change its Contract Administrator(s), upon written notice to Selected Firm.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

ACCEPTANCE

**For the Rector and Visitors
of the University of Virginia**

For Selected Firm

Name:

Name:

Title:

Title:

Date:

Date:

Agreement #: UVA-AGR-_____

AGREEMENT ATTACHMENT 1

Goods & Services Proposal and Fees

A. Goods/Services offered:

The Firm shall provide a complete list and brief description of all Goods and Services included in its proposal and any resulting Award Agreement. The response shall be organized, at a minimum, by the following categories, as applicable:

- Core Electronic Medical Record platform, modules, and functionality;
- Implementation and project management services;
- System configuration and workflow design;
- Data conversion and migration;
- Interfaces and integrations;
- Testing and quality assurance;
- Training and change-management services;
- Go-live and post-go-live support;
- Hosting, maintenance, technical support, and upgrades;
- Optional modules, products, and professional services; and
- Third-party products, services, or pass-through items.

For each item, the Firm shall identify whether it is included in the base proposal, required for implementation or ongoing operation, optional, or provided by a third party. The Firm shall also clearly identify any assumptions, dependencies, limitations, and exclusions.

The Goods and Services listed in this section shall correspond directly to the items included in the Firm's Fee Structure/Pricing Methodology.

B. Fee Structure / Pricing Methodology:

The Firm shall provide a complete and transparent fee and rate structure for all Goods and Services included in its proposal. Pricing shall clearly distinguish between one-time implementation costs, recurring costs, usage-based costs, optional services, and any third-party or pass-through expenses.

At a minimum, the Firm shall provide pricing for:

1. One-time implementation services, including project management, discovery, system configuration, data conversion and migration, integrations, testing, training, go-live support, and post-go-live stabilization;
2. Recurring subscription, licensing, hosting, maintenance, and support fees;
3. Transactional, volume-based, per-user, per-provider, per-module, or other variable fees;
4. Optional modules, products, services, and enhancements;
5. Professional services rates for work performed outside the initial implementation scope;

6. Third-party products, interfaces, services, travel, and other pass-through costs; and
7. Any anticipated annual price adjustments or escalation factors.

Implementation pricing shall be organized by the Firm's proposed implementation milestones. The Firm shall identify the deliverables associated with each milestone and the portion of the implementation fee attributable to that milestone.

The Firm shall also provide a total cost summary for the initial implementation period and each year of the proposed Agreement term. All assumptions, dependencies, exclusions, minimum commitments, and circumstances that could result in additional fees shall be clearly identified.

Following award, the University and the Selected Firm will develop and execute an implementation Statement of Work or mutually agreed implementation project plan. The implementation document will define the final scope, deliverables, milestones, responsibilities, dependencies, acceptance criteria, change-control process, payment schedule, and University approval requirements. Payments associated with implementation milestones will be subject to University review and acceptance of the applicable deliverables.

AGREEMENT ATTACHMENT 2

Contractual Provisions

A. Conflict of Interests

Selected Firm represents to the University that it's entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

B. Independent Contractor

Selected Firm is not an employee or agent of the University but is engaged as an independent Selected Firm. Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, 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 Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

C. Drug-Free Workplace

Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Resource Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Selected Firm agrees to 1) provide a drug-free workplace for Selected Firm's employees; 2) 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 Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Selected Firm that it maintains a drug-free workplace; and 4) 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.

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 a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

D. Accessibility

Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Agreement for use by any covered entity of the Commonwealth shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia.

Certification or Documentation. For ICT delivered under this Agreement that will be used by a covered entity of the Commonwealth or made available to the public, Selected Firm must certify that the ICT conforms with “accessibility,” as that term is defined in Virginia Code § 2.2-3501. If Selected Firm cannot certify full conformance of accessibility, the Selected Firm must provide:

- i. Selected Firm-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and
- ii. a Supplier-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

No Waiver of Selected Firm Obligations. Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the covered entity of the Commonwealth may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Selected Firm's obligations to comply with accessibility requirements and provide required certifications or documentation.

E. Unauthorized Alien Use

Selected Firm 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. Selected Firm furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

F. Additional Federal Grant Provisions

The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

G. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other. Any assignment in violation of this provision is null and void.

H. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing Selected Firm's proposal or by other individuals named by either party as specified in the Notices provision below. If Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

I. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt, or (4) 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 on 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 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.

- If to the University:

Procurement Services
University of Virginia
P.O. Box 400202
1001 North Emmet Street
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019

With a copy to: ps-legal@virginia.edu

- If to Selected Firm:

The person signing Selected Firm's proposal in response to the University's RFP, at Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

J. University Registration

Selected Firm agrees to register and remain registered as a supplier with the University during the term of this Agreement, and to comply with all applicable terms and conditions associated with registration.

K. eVA Registration / Transaction Fee

The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is a gateway for Firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all Firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.

Selected Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement. Selected Firm will be subject to an eVA transaction fee, for which Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Selected Firm may not recoup the eVA fee by invoicing the University for the fee. Additional information is available at www.eva.virginia.gov

L. 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.

M. Indemnification

Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of this Agreement by Selected Firm or its agents or subcontractors, including the provision of any services or products. Selected Firm warrants that the products and services provided to the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will indemnify and hold harmless the University (and its employees, officers, directors and agents) from and against any such claim.

N. Termination

If Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within 15 calendar days or a time agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Selected Firm.

In addition, this Agreement may be terminated by the University for convenience by providing 30 days' notice. The University remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination.

O. Non-Appropriation

Funding for any Agreement between the University and Selected Firm is contingent upon the availability and appropriation of funds by the Virginia General Assembly, any other authorized entity of the Commonwealth, and/or the continued allocation of funds under applicable federal grants. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, the University reserves the right to terminate this Agreement effective the last day for which appropriated funding is available.

P. Right of Audit

The University reserves the right to audit or cause to be audited Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require Selected Firm perform self-audits within reasonable parameters established by the University.

Q. Contractual Claims Procedure

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University 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 contractors 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 University's procedure for deciding such contractual claims is:

1. Selected Firm must provide the written claim to:

Director of Contracts, Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

With a copy to: ps-legal@virginia.edu

2. Although Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section Q.1 above, Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Director of Contracts, Procurement Services if it wishes to pursue its claim.

3. Upon receiving the written claim, the Director of Contracts, Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Director of Contracts, Procurement Services and/or the Director of Sourcing, Procurement Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Contracts, Procurement Services and/or the Director of Sourcing, Procurement Services, and Selected Firm mutually agree.
4. The Director of Contracts, Procurement Services will mail his or her decision to Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
5. Selected Firm may appeal the decision to:

Senior Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

Provide a written statement explaining the basis of the appeal within 15 days after Selected Firm's receipt of the decision.

6. Upon receiving the written appeal, the Senior Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Selected Firm. If such discussion is to be held, the Senior Director of Procurement Services and/or and/or the Director of Sourcing, Procurement Services will contact Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Senior Director of Procurement Services and/or the Director of Sourcing, Procurement Services and Selected Firm mutually agree.
7. The Senior Director of Procurement Services will mail his or her decision to Selected Firm within 60 days after the Senior Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Selected Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

R. Cooperative Procurement / Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access this Agreement if authorized by Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by Selected Firm, this Agreement may be extended to the entities indicated above to purchase at fees in accordance with this Agreement. Selected Firm will notify the University in writing of any such entities accessing this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. Participating entities will place its own orders directly with Selected Firm and will fully and independently administer its use of this Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

S. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement Services.

T. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>.

U. Small Business Reporting

Selected Firm will identify and fairly consider small businesses for subcontracting opportunities when qualified firms are available to perform a given task in performing for the University under the resulting Agreement. Selected Firm will submit a quarterly small business report to the University by the 10th of the month following each calendar quarter, specifically the months of April, July, October, and January. Selected Firm will submit the quarterly small business reports to:

Shannon Wampler
Business Analyst, Procurement Services
Email: saw2w@virginia.edu

The quarterly small business reports will contain this information:

- i. Small business' name, address and phone number with which Selected Firm has contracted over the specified quarterly period.
- ii. Contact person at the small business 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 small business as it relates to the University's account.

Selected Firm's failure to provide small business reports on a quarterly basis which contain the information required by this section and/or Selected Firm's failure to comply with the plan for utilizing small businesses submitted by Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

- V. Good and/or Services
During the term of this Agreement, Selected Firm will provide for the University the goods and/or services offered to the University by the Firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the Firm.
- W. Future Goods and/or Services
The University reserves the right to have Selected Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and/or services may include other products, components, accessories, subsystems or services provided by Selected Firm. These additional goods and/or services will be provided to the University at Favored Customer pricing.
- X. Favored Customer
Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the Firm to any present customer.
- Y. Ordering Procedures
The University does not place verbal orders for the Goods/Services. The University may only place orders for the Goods/Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Goods/Services. Accordingly, at the University's request, Selected Firm will issue a proposal/quotation listing the Goods/Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Selected Firm to provide the Goods/Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Selected Firm provides Goods/Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
- Z. Invoicing and Payment Terms
Selected Firm is not allowed to request a prepayment/down payment. Selected Firm may, however, request payment be tied to project milestones. Selected Firm will submit an original invoice referencing the correct Purchase Order number on the invoice to the appropriate University's Accounts Payable division. The University agrees to pay the Selected Firm per the terms of registration with the University's current payment system and upon confirmed receipt of undisputed, properly presented invoice, following this process: <https://uvafinance.virginia.edu/payments-expensing/invoices-receiving>. Invoices for non-catalog orders may be submitted as a PDF attachment to vendor-invoices@virginia.edu. If a Selected Firm experiences issues with the aforementioned submission method, please notify the ordering department for further assistance. Selected Firm must submit a properly presented, undisputed invoice within six (6) months of Goods/Services being delivered or completed ("Invoice Period"). Selected Firm waives any right to a claim of money owed or breach of contract for non-payment if a properly presented invoice is not submitted to the University within the Invoice Period.
- AA. Compliance
Selected Firm will comply with all applicable laws and industry standards in its performance under this Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities.

BB. Intellectual Property 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 Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

CC. Data and Intellectual Property Protection

Sensitive, non-public "[University Data](#)" is strictly regulated by state or federal law. Such data includes but is not limited to: business, administrative and financial data, intellectual property, and patient, student and personnel data. If Selected Firm will receive, create, or come into non-incidental contact with University Data, Selected Firm agrees to abide by the terms and conditions of the [Data Protection Addendum](#). Further, if Selected Firm will receive, create, or come into non-incidental contact with Protected Health Information as that term is defined in 45 C.F.R. § 160.103, Selected Firm is a Business Associate, and agrees to abide by the terms and conditions of the [Business Associate Addendum](#) addition to the Data Protection Addendum.

DD. Brand Standards

Selected Firm warrants that any Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Selected Firm agrees that the University, in its sole discretion, will determine Selected Firm's compliance with this provision. Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Selected Firm should consult the University's Brand Guidelines at <http://brand.virginia.edu/> (requires registration) or contact University Communications (brand@virginia.edu).

EE. International Traffic in Arms Regulations (ITAR)

If Selected Firm is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to export-controls@virginia.edu), and receive prior written authorization from, the University's Office of Export Controls before delivery. The notification provided by the supplier shall include the name of the University of Virginia point of contact, identify each ITAR-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Selected Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

- FF. License Requirements
Certain statutes and regulatory agencies require that some Firms be properly registered and licensed, or hold a permit, prior to performing specific types of Goods/Services. It is Selected Firm's responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods/Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Selected Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the Firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.
- GG. Force Majeure
Neither Party will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control (collectively, "force majeure"), provided the affected party uses its reasonable efforts to prepare for, avoid or remove the causes of non-performance and continues performance immediately after such causes are removed. Any delay in performance will be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding thirty (30) days total in a twelve (12) month period, either Party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, will expire immediately upon the discontinuance of the event of force majeure.
- HH. Promotional Activity
During the Term of the Agreement, Selected Firm may reference the University as a customer in sales and marketing materials and public statements (Promotional Materials), provided such Promotional Materials do not include opinions explicitly or implicitly attributed to the University about the quality of the goods and/or services provided to the University. In no event shall Selected Firm request that the University or any University employee endorse Selected Firm or Selected Firm's goods and/or services. Promotional Materials may include the name "University of Virginia" and the University's approved institutional logo solely to identify accurately the University as an entity to whom Selected Firm provides goods and/or services. Furthermore, the University grants Selected Firm a limited, nonexclusive license to display the University's Marks solely as they are made available to Selected Firm in connection with Selected Firm's goods and/or services provided to the University.
- II. Governing Law and Venue
This Agreement will be governed and construed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions. The Parties agree to the exclusive jurisdiction of state courts in Albemarle County, Virginia, for all disputes arising out of or related to this Agreement.
- JJ. Entire Agreement
This is the entire agreement between the University (including University employees and other End Users) and Selected Firm. In the event that Selected Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.
- KK. Agreement Signature
This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

LL. Compliance

Selected Firm warrants that the Service(s) it will provide to the University is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:

Any applicable national, federal, state, or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA), the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH") and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164 (the "Privacy Rule") and the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160 and 164 (the "Security Rule"), the Americans with Disabilities Act, and the Virginia Consumer Data Protection Act.

MM. Nondiscrimination and Fair Employment Contracting Act

During the performance of this Agreement, Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) and Section 2.2-4201 (1), (2), and (3) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2- 4343.1, the University does not discriminate against faith-based organizations.

The requirements of Sections 2.2-4311 and 2.2-4201 include:

1. Selected Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Selected Firm. Selected Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. Selected Firm will, in all solicitations or advertisements for employees placed by or on behalf of Selected Firm, state that Selected Firm is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.
3. If Selected Firm employs more than five employees, Selected Firm shall (i) provide annual training on Selected Firm's sexual harassment policy to all supervisors and employees providing Goods/Services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post Selected Firm's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth of Virginia that Selected Firm owns or leases for business purposes and (b) Selected Firm's employee handbook.

Selected Firm shall include the provisions of subparagraphs 1, 2, and 3 above in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

NN. Insurance

Selected Firm shall procure and maintain and require any authorized subcontractor to procure and maintain for the duration of the contract, insurance against claims which may arise from or in connection with the performance of the Goods/Services by Selected Firm, its agents, representatives, employees, or subcontractor. Beginning on the Effective Date and continuing during the Initial Term and any Renewal Terms, Selected Firm, at Selected Firm's expense, shall keep in force, with an insurance company with a current A.M. Best's rating of no less than A:VII, one which is authorized to transact business in Virginia, and in a form acceptable to University, the following:

- { X } Commercial General Liability (CGL): Providing CGL coverage on an "occurrence" basis, including for (X) bodily injury liability including: death, assault or battery, (X) property damage liability for damage to property of third parties, (X) personal injury liability, (X) advertising injury liability, (X) contractual liability, (X) products / completed operations liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate.
- { X } Automobile Liability: providing coverage on all vehicles (i.e., owned, non-owned, and hired) operated with combined minimum limits of liability of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- { X } Workers' Compensation: providing coverage of at least the statutory amounts covering all employees, and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each coverage part.
- { X } Excess Liability ("umbrella") Insurance: providing coverage with a limit of at least Five Million Dollars (\$5,000,000) per occurrence. Umbrella insurance will be in excess to all types of liability insurance required above.
- { X } Employment Practices Insurance: providing coverage against claims made by any employee, former employee, or potential employee or third party who alleges discrimination (e.g., age, sex, race, or disability), wrongful termination of employment, harassment or any other employment practices-related injuries with limits of liability of at least One Million Dollars (\$1,000,000).
- { X } Fidelity Insurance/Bond Insurance: providing coverage against infidelity by individual employees, including dishonesty, embezzlement of funds or other disappearances of cash with limits of liability of at least One Million Dollars (\$1,000,000). Such insurance will include coverage for theft of property of third parties in the care, custody and/or control of the Selected Firm, or their Affiliates with limits of liability of at least One Million Dollars (\$1,000,000).
- { X } Cyber Insurance: providing coverage against information security and privacy breaches (including social engineering coverage, legal and forensic services, credit monitoring programs, website media content liability, crisis management and public relations and violations of Payment Card Industry compliance with combined limits of liability of at least Five Million Dollars (\$5,000,000).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents are to be covered on the CGL policy with respect to liability arising out of work or operations performed including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this Agreement, the Selected Firm's insurance coverage shall be primary insurance as respects the Commonwealth of Virginia, the Rector and Board of Visitors of the University of Virginia, its officers, employees and agents. Any insurance or self-insurance maintained by the Commonwealth of Virginia, the Rector and Board of Visitors of

the University of Virginia, its officers, employees and agents shall be excess of the Selected Firm's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to University.

Waiver of Subrogation

The Selected Firm will grant to University a waiver of any right to subrogation which any insurer of said Selected Firm may acquire against University by virtue of the payment of any loss under such insurance. The Selected Firm will agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not University has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by University. University may require the Selected Firm to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Verification of Coverage

The Selected Firm shall furnish University with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Selected Firm's obligation to provide them. University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT ATTACHMENT 3

Data Protection Addendum

This Data Protection Addendum ("Addendum") is entered into as of _____, by and between _____, ("Selected Firm") and The Rector and Visitors of the University of Virginia ("UVA" or "University") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties have entered into one or more agreements or arrangements (collectively, the "Underlying Agreement(s)") under which Selected Firm will create, obtain, transmit, use, maintain, process, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University under the Underlying Agreement(s).

WHEREAS, if Selected Firm, through its work with the University, may receive one of the University's designated "health care components" identified below, will receive, create, or come into non-incidental contact with individually identifiable health information of UVA patients or UVA Health Plan participants – "Protected Health Information" as that term is defined in regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F.R. Part 160.103 – the Business Associate Addendum found at <https://suppliers.uvafinance.virginia.edu/resources/business-associate-addendum> applies in addition to this Data Protection Addendum. Where noted herein, certain sections of the Business Associate Addendum replace sections of this Data Protection Addendum as regards Protected Health Information ("PHI").

WHEREAS, this Addendum sets forth the terms and conditions pursuant to which University Data will be protected by Selected Firm during the term of the Parties Underlying Agreement(s) and after its termination.

STANDARD PROVISIONS

1. Definitions

- a. "End User" means an individual authorized by the University to access and use the Goods/Services provided by Selected Firm under this Addendum.
- b. "Protected University Data" includes all data defined as Highly Sensitive, Sensitive, or Internal Use data in UVA's *IRM-003 Data Protection of University Information* policy (<http://uvapolicy.virginia.edu/policy/IRM-003>) that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
- d. "Security Breach" means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of University Data
- e. "Goods/Services" means any goods or services acquired by the University of Virginia from Selected Firm.
- f. "University Data" includes Protected University Data and any other information that is created, possessed or used by the University or is intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- g. "Audit Trail" means a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security- relevant transaction from inception to final result.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm has a revocable, limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Underlying Agreement and/or this Addendum.

3. Data Privacy

- a. Selected Firm will use University Data only for the purpose of fulfilling its duties under the Underlying Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. Protected University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm obligations under the Underlying Agreement. Selected Firm will ensure that employees who perform work under the Underlying Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum.
- d. Selected Firm acknowledges that for the purposes of the Underlying Agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Selected Firm agrees to abide by the limitations and requirements imposed on school officials. Selected Firm will use the education records only for the purpose of fulfilling its duties under the Underlying Agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in the Underlying Agreement and this Addendum, required by law, or authorized in writing by the University.

4. Data Security, Integrity, and Confidentiality

- a. Selected Firm will take reasonable measures, including audit trail, to protect University Data to ensure the integrity and availability of University Data against deterioration or degradation of data quality and authenticity. Selected Firm will be responsible during the terms of the Underlying Agreement, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
- b. Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, and audit trail, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will ensure the confidentiality, integrity and availability of University Data, and be no less protective than those used to secure Selected Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of Federal Information Processing Standards Publication (FIPS) Publication 140-2. If Selected Firm stores, transmits, or processes Protected University Data as part of the Underlying Agreement, Selected Firm warrants that the information will be stored in accordance with latest version of [National Institute of Standards and Technology Special Publication](#) 800-171 or the International Organization for

Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).

- c. Selected Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Goods/Services under the Underlying Agreement.

5. Employee Background Checks and Qualifications

Selected Firm shall ensure that its employees who will have potential access to University Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this Addendum.

6. Security Breach

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of University Data, Selected Firm will immediately notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. If Selected Firm must under the Underlying Agreement create, obtain, transmit, use, maintain, process, or dispose of Protected University Data, the following provisions apply:
 - 1. In addition to any other remedies available to the University under law or equity, Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected University Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2. The University must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents." Upon the University's request, Selected Firm will provide a Certificate of Insurance (COI).

7. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Selected Firm will:
 - 1. immediately notify the University of Selected Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking University Data;
 - 2. consult with the University regarding its response;
 - 3. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - 4. provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking University Data maintained by Selected Firm, the University will promptly provide a copy to Selected Firm. Selected Firm will promptly supply the University with copies of data required for the University to respond in a timely manner, and will cooperate with the University's reasonable requests in connection with its response.

8. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Underlying Agreement, this Addendum also terminates, and Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- b. Upon termination or expiration of the Underlying Agreement, and after any requested transfer of data, Selected Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Selected Firm might have transferred University data. Selected Firm agrees to provide documentation (if available) of data destruction to the University.
- c. Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm's facilities to remove and destroy University-owned assets and data. Selected Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

9. Audits

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm at the University's expense to ensure compliance with the terms of this Addendum. Selected Firm shall reasonably cooperate in the performance of such audits. This provision applies to the Underlying Agreement and all agreements under which Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Selected Firm must under the Underlying Agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected University Data or financial or business data which has been identified to Selected Firm as having the potential to affect the accuracy of the University's financial statements, Selected Firm will at its expense conduct or have conducted, at least annually, a:
 1. security audit by a third party with audit scope and objectives deemed sufficient by the University, which attests Selected Firm's security policies, procedures, and controls;
 2. vulnerability scan by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
 3. formal penetration test by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.
- c. Additionally, Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Addendum. The University may require, at University expense, Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

10. Compliance

- a. Selected Firm will comply with all applicable laws and industry standards in performing Goods/Services under the Underlying Agreement. Any Selected Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm upon request.
- b. Selected Firm warrants that the service it will provide to the University is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
 1. any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules issued thereunder, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, and the Virginia Consumer Data Protection Act;
 2. any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards (PCI-DSS); and
 3. Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
- c. If the Payment Card Industry Data Security Standard (PCI-DSS) is applicable to Selected Firm service provided to the University, Selected Firm agrees to:
 1. Store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 2. Attest that any third-party providing Goods/Services in scope of PCI DSS under the Underlying Agreement will store, transmit, and process University Data in scope of the PCI DSS in compliance with the PCI DSS; and
 3. Provide either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing Firm), within 10 business days of the request, verifying Selected Firm and any third party who stores, transmits, or processes University data in scope of PCI DSS as part of the Goods/Services provided under the Underlying Agreement maintains ongoing compliance under PCI DSS as it changes over time; and
 4. Store, transmit, and process any University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope; and
 5. Attest that any third-party providing Goods/Services in scope of PCI DSS under the Underlying Agreement will store, transmit, and process University Data in scope of the PCI DSS in a manner that does not bring the University's network into PCI DSS scope.

11. Survival

Selected Firm's obligations under Section 8 shall survive termination of this Addendum until all University Data has been returned or Securely Destroyed.

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.

FOR THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA
("UVA" OR "UNIVERSITY")

FOR _____
("SELECTED FIRM" OR "BUSINESS ASSOCIATE")

Signature:

Name:

Title:

Date:

Tracking #: UVA-AGR-_____

Signature:

Name:

Title:

Date:

AGREEMENT ATTACHMENT 4

Business Associate Addendum

This Business Associate Addendum (this “Addendum” or the “BAA”) is entered into effective as of _____, (the “Effective Date”), by and between _____ (the “Business Associate”) and The Rector and Visitors of the University of Virginia (the “Covered Entity”) (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties have entered into that certain Award Agreement, effective as of its Effective Date (the “Underlying Agreement”) under which the Covered Entity may disclose Protected Health Information or “PHI” (as defined in 45 C.F.R. §160.103) to the Business Associate and Business Associate may receive, use and disclose Protected Health Information in its performance of the Parties’ respective obligations pursuant to the Underlying Agreement; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed, collected or created by Business Associate in connection with the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“HITECH”) and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164 (the “Privacy Rule”) and the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160 and 164 (the “Security Rule”) (the Privacy Rule and Security Rule, collectively, the “HIPAA Regulations”);

WHEREAS, HIPAA and HITECH require Covered Entity and Business Associate to enter into an agreement containing certain requirements with respect to the use and disclosure of Protected Health Information and which are contained in this Business Associate Addendum.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS. Terms used, but not otherwise defined, in this Addendum shall have the same meanings as those terms in HIPAA and HITECH, except that the terms “Protected Health Information” and “Electronic Protected Health Information” shall have the same meaning as set forth in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity in connection with the Underlying Agreement.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.

2.1. Goods/Services. Pursuant to the Underlying 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, Business Associate may make any and all uses and/or disclosures of Protected Health Information as necessary to perform its obligations under the Underlying Agreement, this Addendum or as Required by Law. 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 (to the extent consistent with the terms of the Underlying Agreement), in accordance with Section 3.1(f) hereof, (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Addendum including, but not limited to, Section 2.2(b) below.

2.2. 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).

2.3. Additional Activities of Business Associate. In addition to the foregoing, Business Associate also may:

(a) 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; provided, however, that under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another non-affiliated covered entity absent the explicit authorization of the Covered Entity;

(b) Unless otherwise expressly set forth in the Underlying Agreement or otherwise agreed in writing by Covered Entity, any data created from de-identifying PHI or from Data Aggregation by or on behalf of Business Associate, whether or not created in accordance with the terms of this Addendum, shall be and remain exclusively the property of Covered Entity. Unless otherwise expressly set forth in the Underlying Agreement or otherwise agreed in writing by Covered Entity, Business Associate assigns to Covered Entity all of Business Associate's right, title, and interest in and to any such data, if any, and Business Associate shall neither use any such data for any purpose other than to provide the Goods/Services nor disclose such data to any third party except with the prior written consent of Covered Entity or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

(c) Use and/or disclose PHI to report violations of law to appropriate federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

3. RESPONSIBILITIES WITH RESPECT TO PROTECTED HEALTH INFORMATION.

3.1. 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 Underlying Agreement in accordance with 45 C.F.R. §164.502(b);

(b) use and/or disclose the Protected Health Information only as permitted or required by this Addendum or as otherwise permitted or 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, including Breaches of Unsecured Protected Health Information and Security Incidents, of which Business Associate becomes aware within five (5) days of the Business Associate's discovery of such unauthorized use and/or disclosure;

(d) Establish procedures to mitigate, to the extent practicable, any harmful effects from any improper use and/or disclosure of the Protected Health Information that Business Associate reports to Covered Entity pursuant to this Addendum;

(e) Comply with 45 CFR Part 164, subpart C as applicable to Business Associate with respect to electronic Protected Health Information, including the implementation of appropriate physical, administrative and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the use, disclosure of, or access to the Protected Health Information other than as provided for by this Addendum;

(f) Require that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees: (i) to substantially similar restrictions and conditions that apply through this Addendum to Business Associate with respect to such information; and (ii) otherwise comply with HIPAA and HITECH as applicable to such agents or subcontractors;

(g) make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information 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 fifteen (15) days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Addendum;

(i) within five (5) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is necessary to facilitate the Covered Entity's satisfaction of its obligations in connection with 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) within five (5) days of receiving a written request from the Covered Entity, provide to Covered Entity that certain information necessary to facilitate Covered Entity's satisfaction of its obligations in connection with a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528; and

(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).

(l) Business Associate represents and warrants that it has implemented and at all times will maintain (i) written policies and procedures in accordance with HIPAA, and (ii) training of all members of its workforce in accordance with HIPAA.

(m) Business Associate at all times shall maintain administrative, physical, and technical safeguards that reasonable and appropriately protect the confidentiality, availability, and integrity of Electronic PHI that it creates, receives, maintain, or transmits in accordance with the regulations set forth in 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and shall maintain policies and procedures and other documentation in accordance with the regulations set forth at 45 CFR § 164.316. Business Associate acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entities.

3.2. Security Responsibilities of the Business Associate.

(a) Business Associate will comply with the standards and implementation specifications for security safeguards as set forth at 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316, with respect to Electronic PHI, to prevent use or disclosure of Electronic PHI other than as provided for by this BAA, and will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees in writing to implement reasonable and appropriate safeguards consistent with such standards and implementation specifications.

(b) Any disclosure of PHI to a Subcontractor or Agent of Business Associate shall, upon request of Covered Entity, be pursuant to a written agreement between Business Associate and such Subcontractor or Agent containing the same restrictions and conditions on the use and disclosure of PHI as set forth in this Addendum. Upon request, Business Associate shall deliver to Covered Entity a copy of any such agreement with a Subcontractor or Agent of Business Associate.

(c) Business Associate shall take reasonable steps to ensure that the acts or omissions of its Subcontractors or agents would not breach the terms of this Addendum if done by Business Associate, including without limitation making reasonable inquiry of such Subcontractors or agents regarding their ability to comply with the agreement described in Section 3.2 and taking reasonable steps to monitor such compliance.

(d) Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware of that involves the Confidentiality, Integrity or Availability of the Electronic PHI that it creates, receives, maintains, or transmits for or on behalf of the Covered Entity; provided, however, that Business Associate shall not be required to report pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, any combination of the above, and any other attempts to penetrate such computer networks or systems so long as no such incident results in the unauthorized access, use or disclosure of Electronic Protected Health Information (an "Unsuccessful Security Incident"); and (ii) any use or disclosure of the Protected Health Information not provided for by this Addendum, of which it becomes aware. Such report shall be made without undue delay and no later than five (5) business days after Business Associate's discovery of the Security Incident (other than an Unsuccessful Security Incident) or inconsistent use or disclosure, including incident or improper use or disclosure by an agent or subcontractor of Business Associate. To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity in accordance with 45 C.F.R. §164.410 of any Breach of Unsecured Protected

Health Information. Such notification shall be made without undue delay and no later than Five (5) business days after the Breach is discovered by Business Associate. The notification of Breach shall be provided in writing and shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. Business Associate shall also provide Covered Entity any other information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. §164.404(c) at the time of the notification, or as promptly thereafter as such information becomes available.

(e) Business Associate acknowledges and agrees that the final determination of whether any event is a Breach of PHI that is Unsecured Protected Health Information, and any decision as to notifications to be made to affected individuals, government agencies, or the media shall be made by Covered Entity in its sole discretion. Business Associate shall cooperate fully with, and provide such assistance and access to personnel, systems, data, facilities, and information as reasonably requested by Covered Entity in any investigation or evaluation by or on behalf of Covered Entity of such actual or suspected event.

(f) Business Associate shall reasonably cooperate with the Covered Entity's efforts to further investigate and evaluate any Security Incident or Breach of Unsecured PHI that Business Associate reports to Covered Entity or of which the Business Associate has become aware and, 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 will notify in writing all affected individuals as required by the HITECH Act and implementing regulations. 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 means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule or this contract which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual, as reasonably determined by the Covered Entity.

(g) Except as otherwise expressly approved in writing by Covered Entity in its sole discretion, to the extent Business Associate transmits any Electronic PHI, whether by any electronic communication (such as email) or by shipment of electronic media or devices (such as CDs, DVDs, USB drives, or external hard drives), Business Associate shall encrypt all such Electronic PHI either by utilizing encrypted electronic communication (such as TLS for email) or by encrypting all files containing Electronic PHI or encrypting such electronic media or devices. Such encryption shall render all such Electronic PHI unusable, unreadable, or indecipherable using an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key that complies with the requirements of Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules, including, as appropriate, standards described in NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations, NIST Special Publication 800-77, Guide to IPsec VPNs, NIST Special Publication 800-113, Guide to SSL VPNs, or other standards that are FIPS 140-2 validated; provided, however, that if such standards no longer are in effect or if industry best practices call for a stronger encryption standard, Business Associate shall follow the encryption standard of current industry best practices.

(h) Except as otherwise expressly approved in writing by Covered Entity in its sole discretion, to the extent Business Associate maintains or stores any Electronic PHI, (i) Business Associate shall encrypt all such Electronic PHI that is maintained or stored on a laptop computer, removable electronic media, external hard drive, or other medium or device that is not a computer server or workstation located in a physically secure area, and (ii) unless commercially infeasible (in which case Business Associate shall notify Covered Entity thereof promptly in writing), Business Associate shall encrypt all such Electronic PHI that is maintained or stored on a computer server or workstation located in a physically secure area. Such encryption shall render all such Electronic PHI unusable, unreadable, or indecipherable using an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key that is consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices; provided, however, that if such standards no longer are

in effect or if industry best practices call for a stronger encryption standard, Business Associate shall follow the encryption standard of current industry best practices.

(i) To the extent Business Associate maintains or transmits any PHI, when required under this Addendum and when any PHI is no longer needed by Business Associate to perform the Goods/Services and its obligations pursuant to this Addendum and no longer required to be maintained pursuant to HIPAA, Electronic PHI shall be deleted from storage media in a secure fashion such that the PHI cannot be retrieved or the media on which the PHI is stored or recorded shall be destroyed as follows (and, in any case, any destruction of such media shall be in accordance with the following): (i) paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed, and (ii) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

(j) To the extent Business Associate maintains or transmits any PHI, when required under this Addendum and when any PHI is no longer needed by Business Associate to perform the Goods/Services and its obligations pursuant to this Addendum and no longer required to be maintained pursuant to HIPAA, Electronic PHI shall be deleted from storage media in a secure fashion such that the PHI cannot be retrieved or the media on which the PHI is stored or recorded shall be destroyed as follows (and, in any case, any destruction of such media shall be in accordance with the following): (i) paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed, and (ii) electronic media shall be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

(k) Covered Entity follows the Virginia document retention/destruction statute requirements under the Code of Virginia, Section 42.1-85 and Business Associate shall comply with any request from Covered Entity to comply with such state requirements regarding PHI retention or destruction.

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

4.1. 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, at the written request of, the Covered Entity:

- (a) within five (5) days of receiving a written request from the Covered Entity provide the Protected Health Information to the Covered Entity to meet its obligations under 45 C.F.R. §164.524, for as long as Business Associate maintains such PHI in a Designated Record Set on behalf of Covered Entity; and
- (b) within five (5) days of receiving a written request from the Covered Entity make any amendment(s) to the Protected Health Information that the Covered Entity directs in writing pursuant to 45 C.F.R. § 164.526, for as long as Business Associate maintains such PHI in a Designated Record Set on behalf of Covered Entity.

4.2. 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) Promptly 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
- (b) Promptly 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.

5. TERMS AND TERMINATION.

5.1. 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.

5.2. Termination for Cause. Either Party may immediately terminate this Addendum if a Party makes the determination that the other Party has breached a material term of this Addendum; provided that the non-breaching party provides the breaching party with prompt written notice of the existence of an alleged material breach and affords the breaching party a reasonable opportunity to cure said alleged material breach. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Addendum upon written notice from the non-breaching party.

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

5.4. 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)(ii)(J), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents (to the extent such disclosure is permitted pursuant to the Underlying Agreement) if it is feasible to do so. If it is not feasible for the Business Associate to return or destroy said Protected Health Information in its possession, the Business Associate will, upon receipt of written request by Covered Entity: (i) notify the Covered Entity in writing that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) provide an explanation 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 Underlying 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 will, upon receipt of written request by Covered Entity, 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.

6. INSURANCE; INDEMNITY; LIMITATIONS ON LIABILITY.

6.1. Insurance. Business Associate shall obtain and maintain at all times HIPAA Breach and Cyber Liability Insurance coverage with coverage limits of at least Five Million Dollars (\$5,000,000) per occurrence or claim and Ten Million Dollars (\$10,000,000) in the annual aggregate with Ten Million Dollars (\$10,000,000) of excess coverage.

6.2. Indemnification by Business Associate. Business Associate covenants and agrees to indemnify, defend and hold harmless Covered Entity, and the directors, members, officers, employees and agents of Covered Entity, from any and all demands, claims, actions or causes of action, costs, expenses, losses, damages and liabilities incurred or suffered, directly or indirectly, by any of them (including reasonable legal fees and expenses) resulting from or attributable to (i) the breach of any of the covenants of Business Associate under this Addendum; (ii) any and all obligations, debts or other liabilities of Business Associate arising pursuant to this Addendum; or (iii) the negligence, gross negligence or intentional conduct of partners, directors, members, officers, employees and agents of Business Associate in the performance of Business Associate's responsibilities pursuant to this Addendum. The Attorney General's Office of the Commonwealth of Virginia must decide whether to defend a Claim itself or instead approve of Business Associate's defense counsel and determine not to directly defend the Claim before Business Associate can defend the Covered Entity. Business Associate agrees that it shall not settle any claim, suit or action where it is indemnifying the Covered Entity without the prior written consent of the office of the Attorney General of the Commonwealth of Virginia.

6.3. Limitations on Liability. The limitations on liability, if any, set forth in the Underlying Agreement shall not apply to any losses, claims, damages or other costs incurred by Covered Entity in connection with a breach of this Addendum by Business Associate.

7. MISCELLANEOUS.

7.1. Survival. The respective rights and obligations of the Business Associate and Covered Entity under the provisions of Sections 3.1, 3.2, 5.4, and 7.4, solely with respect to Protected Health Information that

the Business Associate retains in accordance with Section 5.4 because it is not feasible to return or destroy such Protected Health Information, will survive termination of this Addendum for as long as such Protected Health Information is retained.

7.2. 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; provided, however, that except as otherwise limited in this Business Associate Addendum, the parties agree to take such action as is necessary to amend this Business Associate Addendum from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and HITECH. In the event that any provision not contained in this Addendum as of the Addendum Effective Date is required to be included in this Addendum, or if any provision contained in this Addendum as of the Addendum Effective Date is required to be amended or deleted, in order to comply with changes to the HIPAA or HITECH, then the Parties shall, following written notice from Covered Entity or Business Associate to the other describing the applicable change(s) requiring the amending of this Addendum, negotiate in good faith for a period of thirty (30) days following such notice a mutually agreeable amendment to this Addendum as may be necessary to comply with such change(s). If the Parties are unable to mutually agree upon any such amendment during the respective 30-day negotiation period, then Covered Entity or Business Associate may terminate this Addendum upon written notice to the other. 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.

7.3. 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.

7.4. Notices. All notices required or permitted under this Business Associate Addendum shall be in writing, except as otherwise provided, and sent to the other party as directed in the Underlying Agreement or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, or personal or courier delivery.

Notices to:

Procurement Services, UVAFinance
1001 North Emmet Street
Charlottesville, Virginia, 22904
with a copy to: ps-legal@virginia.edu

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

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

7.7. Governing Law. This Business Associate Addendum shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of law provisions.

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.

**FOR THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA ("COVERED ENTITY")**

**FOR _____
("SELECTED FIRM" OR "BUSINESS ASSOCIATE")**

Signature:

Name:

Title:

Date:

Tracking #: UVA-AGR-_____

Signature:

Name:

Title:

Date: