



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 19082700000000000031	
COMMODITY/SERVICE DESCRIPTION: ASL and VRI Interpreting Services	
START DATE: 10/1/2019	END DATE: 12/31/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Pine Tree Society Inc		
ADDRESS: 149 Front Street		
CITY: Bath	STATE: ME	ZIP CODE: 04530
PROVIDER'S VENDOR CUSTOMER #: VC1000073181		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

 D52E75DF01AD4C1...

Signed by:

 C8450FFCF1514F1...

Michelle Knox, Senior Procurement Manager
 Date 1/15/2026

Kate McElligott, President & CEO
 Date 1/14/2026

The contract is fully executed when all parties have signed the contract document and the Office of State Procurement Services has provided final approval.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Bill Allen

EMAIL: wje.allen@maine.gov

TELEPHONE: 207-624-7871

PROVIDER CONTACT: The Provider contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the Provider contact person. The Provider contact person for this MA is:

NAME: Kathleen Welch

EMAIL: kwelch@pinetreesociety.org

TELEPHONE: 207-551-8048

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: RFP 201905086

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Vendor Certification
<input checked="" type="checkbox"/>	RIDER E – Business Associate Agreement

RIDER A: SPECIFICATIONS AND USER INFORMATION**TABLE OF CONTENTS**

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I. SERVICE: ASL and VRI Interpreting Services**II. AMENDMENTS TO SCOPE OF WORK**

None

III. SCOPE OF WORK**INTRODUCTION/OVERVIEW:**

The purpose of this Contract is for the provision of American Sign Language (ASL) and Video Remote Interpreting (VRI) services to all branches and agencies of State of Maine government. Services provided will be on an "as needed" basis, 24/7/365 days a year and could take place anywhere that the State conducts its business.

The contract is entered into by the Department and the Provider pursuant to RFP #201905086. The RFP and the Providers proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Provider's proposal and are provided below for clarification and ease of reference.

The State of Maine is committed to providing purchasing opportunities for political subdivisions, municipalities, and school districts. We encourage our contractors to make their services available to these entities through separate contracts but under the same terms offered to the State. Provider may be asked to provide services to these entities.

DELIVERABLES:

Interpreting Guidelines and Confidentiality: Provider shall comply with all Federal and State statutes, regulations and rules governing the protection of identifiable consumer's information

including, but not limited to, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), its updates, rules and regulations promulgated thereunder.

Provider's translators shall execute and comply with a confidentiality agreement and adhere to industry best practices.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and comply with the terms of the State branches and/or agencies Business Associate Agreement, which shall be incorporated into this contract. Failure to comply with the terms of the Business Associate Agreement shall constitute a basis for a breach of contract.

To the extent that the services carried out under this contract involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through State branch and/or agencies ("Protected Information"), the Provider must:

- a. maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and State branches and/or agencies policy,
- b. contact the State branch and/or agency within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and
- c. cooperate with the State branch and/or agency in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information.
- d. To the extent that a breach of Protected Information is caused by the Provider or one of its subcontractors or agents, the Provider agrees to pay the cost of notification as well as any financial costs and/or penalties incurred by the State branches and/or agencies as a result of such breach.

ASL Interpreting Services Requirements

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with requirements below:

1. Licensure and Certification: All interpreting services provided under this contract must be provided by interpreters who are Licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration.
 - a. Qualified interpreters will be assigned by the provider. Qualified interpreters are identified as those knowledgeable with topical information, familiar with the needs of the clients as well as if state "preferred by the client".
 - b. Keep records for all interpreters to verify upon request the current status of any interpreter provided for State assignments.
2. Customer Service/Quality Assurance Plan: Ensure customer service issues are addressed in a consistent and expeditious manner, including problem escalation and resolution of service issues.

Highlights of Providers Quality Assurance Systems:

Provider schedulers will work with requestors to gather sufficient information about the assignment to ensure they are able to assign an interpreter who has the skills and knowledge necessary for successful communication. Provider will seek out and analyze feedback regarding service quality from both requestors and Deaf consumers. Accessible in the office, via Videophone, email, and telephone for customers and Deaf consumers who wish to provide feedback who are not satisfied with interpreting services. In addition, Interpreting Services maintains a close relationship with requestors and encourages feedback on the quality of services.

Scheduling platform allows for:

- Collecting information about preferred and “do not send” interpreters. Online scheduling system allows Provider to monitor “do not send” requests. Appropriate action is taken if any interpreter is found to have an excessive number of “do not send” requests.
- Documentation of credentials, certifications, and expiration dates
- Reminder emails at 60, 30, and 1 days for expiration of credentials
- Blocking schedulers from assigning interpreters to jobs when credentials are missing, and/or they are not the preferred interpreter
- Scheduling of interpreter time and is only editable by the schedulers. Billing is reviewed by the scheduler and/or director for accuracy prior to submitting to our business office staff to ensure accuracy. Should questions arise, our staff are readily available to answer questions about bills.

3. Billing and Invoicing: Provider uses an on-line HIPPA compliant scheduling software. The system meets the records, billing and reporting requirements outlined below.

- a. Have precise electronic billing methods and capabilities, including internal controls to ensure accurate billing of both travel and interpreting time, along with the type of assignment (legal, standard, emergency, etc.).
- b. Have adequate billing reporting capabilities to comply with any requests by the State for data regarding services provided, in a timely manner. This type of reporting could be by a specific using agency or by all user types.
- c. Submit monthly invoices for services by providing separate invoicing to Departments or other Maine public entities using it. Invoice shall show; Date of appointment, requesting agency, Name of interpreter(s), location of appointment, duration of each appointment, and total time to be billed.

4. ASL Services Usage Types:

- a. Interpretation of a legal nature, for example, in an administrative hearing, attorney-client meeting, court room, or trial setting;
- b. Interpretation of private, therapeutic/medical sessions, (i.e., to assess health status, provide health information, assure medication compliance, coordinate health care);
- c. Interpretation involving vocational rehabilitation;
- d. Interpretation during protective services investigations;
- e. Interpretation at public meetings with large audiences;

- f. Interpretation of a business nature;
 - g. Interpretation of Human Resources & Employee meetings;
 - h. Interpretation of Education & Training;
 - i. Interpretation for meetings involving State employees who use ASL
5. ASL Staffing Requirements:
- a. Possess the professional skills and knowledge required for the specific interpreting situation.
 - b. Conduct themselves in a manner appropriate to the specific interpreting situation.
 - c. Adhere to standards of confidential communication.
 - d. Maintain ethical business practices.
 - e. Remain neutral in the conversation unless prompted by the customer with additional instructions.
 - f. For court setting, all interpreters (staff or contract) working in court setting will adhere to the Standards of Professional Conduct for Interpreters Providing Services in Judicial Proceedings, listed at https://www.courts.maine.gov/maine_courts/admin/interpreters/interpreters_policy.html

For all interpreters hired or contract, the Provider shall:

- Keep records for all interpreters to verify upon request the current status of any interpreter provided for State assignments.
- Have adequate means for Interpreter Request & Confirmation of Assignments.

6. Location and Performance: Provider is able to provide services throughout the State of Maine and ensures all interpreter assignments are the most cost-effective taking into consideration mileage and travel reimbursement.

7. Travel Reimbursement: Travel Reimbursement will be allowed at the same hourly rate as the "type of interpreting" category being requested. For example, an interpreter providing "Legal" interpreter services during core hours on a weekday would bill the "Legal" rate for both the services performed and actual travel time. Provider shall assign qualified interpreters within the closest proximity to the location. In the event that a local interpreter cannot be scheduled, the Provider shall work with the requestors to identify strategies to meet the need in the most cost-effective manner. All requestors shall receive prior notification when extensive travel will be required.

8. Minimum Guarantee: ASL interpreters will be eligible to receive a minimum payment of two (2) hours for services, even if the assignment's duration is less than two hours.

9. Cancellation Policy: **Cancellation Policy/No Show: The State recognizes that there is a cost to Providers for arranging to provide a service that is then cancelled by the State with little advanced notice. Although Providers may have different policies regarding cancellations, the State intends to specify the cancellation policy that will be in effect under this contract.** When a cancellation is necessary, the State will provide the Provider(s) with varying degrees of notice, depending on the number of service hours scheduled.

Table 1 below shows the variation between assignment length and notice given.

Assignment Length	Cancellation Notice Given				
	Less than 2 business days	2 to 3 business days	4 to 5 business days	6 to 10 business days	More than 10 business days
Less than 3 hours	100% of scheduled service hours	Not billable	Not billable	Not billable	Not billable
3 or more hours in a single day	100% of scheduled service hours	100% of scheduled service hours	Not billable	Not billable	Not billable
2 to 3 days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	50% of scheduled service hours	Not billable
4 or more days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	Not billable

The following considerations are taken into account for cancellations:

- a. Billing for cancelled assignments shall be at the same hourly rate as the service category for the scheduled time period.
- b. Billing shall apply for any *actual* travel time that the interpreter(s) incurred.
- c. Full or partial cancellation of assignments greater than 10 business days will not be reimbursed for more than 10 cancelled business days. (For example, if an interpreter has a six-month assignment, and it is cancelled with less than 10 days’ notice, per the chart above, then the State will only be liable to pay for up to 10 days of the six-month assignment, not the full six-months.)
- d. Special conditions for cancellations may be negotiated, if necessary, at the time of each request by a State agency or any participating entity; otherwise the chart shown above shall apply. Such special conditions must be captured in writing and agreed upon by the State and the Provider. (For example, the Administrative Office of the Courts may negotiate with a Provider at the time of a service request to deviate from the cancellation policy above. Both the Provider and the State must agree in writing, and the State is not bound to procure services through the Provider if a satisfactory arrangement cannot be made.)

10. Work Orders

State branches and/or agencies may place individual orders for interpreting services pursuant to the resulting MA through the issuance of a Delivery Order (DO).

The awarded Bidder(s) shall:

- a. Create a work order documents to be used for assignment request.

- b. Establish an individual account for State branches and/or agencies that elect to utilize ASL interpreting services directly with the awarded Bidder.
- c. Maintain an e-mail address with a form of acknowledgement of receipt for assignments, inquiries and customer service within one (1) business day of receipt of order.

Video Remote Interpreting Requirements

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with requirements below:

1. Customer Functionality, Interpreter Performance, and Administration

Provider uses Zoom (www.zoom.us) for VRI assignments.

Provider offers a single point of contact for requesting VRI services. Requests can be made via online forms, phone, fax, or email. Schedulers will work closely with requestors to ensure interpreters are adequately prepared for assignments with meeting/ training materials, identifying technical language that may be used, names of participants, and providing requestors consultation on lighting, equipment, positioning of meeting participants to ensure the VRI experience is successful.

When using VRI services for the first time, requestors are encouraged to set up a test call prior to the initial assignment to ensure connectivity, sound, and lighting are appropriate for the assignment. This service is offered at no charge to the customer if completed during business hours.

An online, HIPAA compliant scheduling software.

- a. Provide on-demand sign language interpreting services at various State facilities statewide without an appointment at any time 365-days a year, 7-days a week, 24-hours a day, and provide pre-scheduled video remote interpreting services as needed.
- b. Deliver the interpreting services to State agencies using the State's available desktop, laptop or tablet computer equipment and Internet services.
- c. Be easily usable by staff of the State without special technical expertise.
- d. Provide effective audiovisual communication using American Sign Language (and/or customer's version of ASL) that utilizes terminology, place names, and dialects generally understood and used by D/deaf persons in Maine.
- e. Deliver any requisite training or special knowledge for State employees to operate the service.

2. VRI Interpreting Performance: Performance is measured by client feedback and when working in team assignments. Provider maintains electronic records of certification, agreements, and licenses of all interpreters, and automatically generates expiration date alerts for any and all certifications, licenses, and general paperwork to make sure that every document stays current.

3. Equipment: Equipment needed for Zoom includes:

- Hard wired laptop or desktop computer with webcam
 - o Wifi or Cellular service is not recommended for ASL interpreting VRI services. Devices utilizing Wifi or Cellular devices vary widely in their ability to transmit video. Typically, there is extensive lag time, blurry, grainy images with irregular pauses that impact effective communication. Provider cannot guarantee the quality of the video transmission if using Wifi or cellular devices.
- External speakers
- External microphone(s) for meetings with more than two people.
- Download of Zoom Desktop Client, or installation of the Zoom App
 - o Further information on Desktop and Mobile applications for using Zoom can be found at <https://support.zoom.us/hc/enus/categories/200101697>
 - Information about Zoom Security and HIPAA compliance can be found at <https://www.zoom.us/docs/doc/Zoom-hipaa.pdf> and <https://zoom.us/docs/doc/Zoom-Security-White-Paper.pdf>
- Provider also has full Polycom capabilities. These long-established services have proven compatibility with the State's Polycom system

4. Administration: Provider will work with State employees to provide Helpdesk services between 7:00 AM and 7:00 PM (Eastern Standard Time). Provider will also ensure VRI solution is maintained in accordance with current State Operating Systems and software versions throughout the term of contract. Upon request Provider can provide reports to identify.

- a. Which State agencies initiate a VRI call
- b. Historical performance statistics regarding hours of usage, number of calls, speed of call answering
- c. Reports of technical problems and lost calls
- d. Maintain and be able to provide a record of individual interpreters who respond to service requests under this contract
- e. Invoices will be submitted to individual State agencies that use the service
- f. Upon request Provider can establish individual accounts to allow requestors to create, view, and cancel interpreting requests. In addition, departments can identify staff who will be allowed access to view billing and utilization reports created in the scheduling system. This is the same real-time information available to schedulers.

5. Implementation plan

State employees will be responsible to contact interpreting services via phone, fax, email, or online request and provide pertinent details for the assignment

- a. State employees will be responsible to ensure the computer, webcam, and microphone (if needed) are in good working order and the computer is able to connect with the internet

b. Test calls are available at no charge to ensure equipment and applications are working properly

IV. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Extension at current rates.

V. CONTRACTED PRICING/RATES

ASL

	Type of Interpreting	CORE HOURS Cost for Weekdays, 8AM – 5PM	NON-CORE HOURS Cost before 8:00 am and after 5:00 pm EST, weekends, and holidays
1	Standard ASL Interpreter Services (Pre-arranged date and time with requesting State agency)	\$84.00/hour	\$114.00/hour
2	Legal ASL Interpreter Services	\$98.00/hour	\$125.00/hour
3	Limited Language/Deaf Tandem Interpreter Services	\$84.00/hour	\$114.00/hour
4	Short Notice ASL, Interpreter Services (Less than two business days’ notice, but no “emergency” or not immediate”)	\$110.00/hour	\$183.00/hour
5	Emergency ASL Interpreter Services (immediate assistance need)	\$171.00/hour	\$183.00/hour

VRI

	Type of Interpreting	CORE HOURS Cost between 8:00 am and 5:00 pm EST	NON-CORE HOURS Cost before 8:00 am and after 5:00 pm EST, weekends, and holidays
1	VRI on-demand service per-minute charges <ul style="list-style-type: none"> For community interpreting 	\$2.00 per minute	\$3.00 per minute
2	VRI on-demand service per-minute charges <ul style="list-style-type: none"> For legal interpreting 	\$3.00 per minute	\$3.50 per minute
3	Minimum minutes charged for on-demand services: 15 minutes		

4	VRI pre-scheduled service per-minute charge <ul style="list-style-type: none"> • For community interpreting 	\$2.00 per minute (15-minute minimum)	\$3.00 per minute (15-minute minimum)
5	VRI pre-scheduled service per-minute charge <ul style="list-style-type: none"> • For legal interpreting 	\$3.00 per minute (15-minute minimum)	\$3.50 per minute (15-minute minimum)

VI. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

Are permitted to utilize this MA as written.

RIDER B: TERMS and CONDITIONS

1. INVOICES AND PAYMENT. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

- 2. BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
- 3. INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 4. DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- 5. CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
- 6. SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:
 - A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
 - C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or

commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

- 21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:
- Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
- 23. FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- 24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 25. ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party

of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 M.R.S. §2021 (3); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 M.R.S. §2030-B.

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which

a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

31. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

Not applicable.

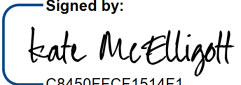
RIDER D: RESPONSIBLE VENDOR CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this contract:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years been convicted of or had a civil judgment rendered against them for:

 - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - vii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - viii. have not within a three (3) year period preceding this contract had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

To the best of my knowledge all information provided, both programmatic and financial, is complete and accurate at the time of signature.

Name: Kate McElligott	Title: KM
Authorized Signature: <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block; margin-left: 20px;"> Signed by:  <small>C8450FFCF1514F1...</small> </div>	Date: 1/14/2026

RIDER E: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made between the State of Maine, Department of Administrative and Financial Services (the Covered Entity, hereinafter, the “Department”) and the Provider (“Business Associate”), together (the “Parties”); and

WHEREAS, Business Associate may use, disclose, create, receive, maintain or transmit protected health information in a variety of form or formats, including verbal, paper and electronic (together, “PHI”) on behalf of the Department in connection with Business Associate’s performance of its obligations under the Agreement for which this Business Associate Agreement is a Rider (the “Underlying Agreement”); and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of Department’s PHI as required by law, including as required under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), and its implementing regulations at 45 CFR Parts 160 and 164 (the Privacy, Security, Breach Notification and Enforcement Rules or “HIPAA Rules”) as updated by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations (together, the “HIPAA and HITECH Rules”); and

WHEREAS, the Parties agree that certain federal and state laws, rules, regulations and accreditation standards also impose confidentiality restrictions that apply to this business relationship, and may include, but are not limited to: 42 CFR 2 *et. seq.*; 5 M.R.S.A. §19203-D; 22 M.R.S.A. §§42, 261, 815, 824, 833, 1494, 1596, 1711-C, 1828, 3173, 3292, 4008, 5328, 7250, 7703, 8754; 10 M.R.S.A 1346 *et. seq.*; 34-B M.R.S.A. §1207; 14-193 C.M.R, Ch. 1, Part A, § IX; and applicable accreditation standards of The Joint Commission or other appropriate accreditation body regarding confidentiality.

NOW THEREFORE, the Parties agree as follows:

Specific Definitions for the Purpose of this Agreement:

Breach means the unauthorized acquisition, access, use or disclosure of PHI in any format in a manner not permitted by Subpart E of the HIPAA and HITECH Rules that compromises the security or privacy of such PHI.

Business Associate is a person or entity that creates, receives, maintains or transmits PHI on behalf of, or provides services to, a covered entity, as set forth in the HIPAA Rules and other than in the capacity of a workforce member.

Covered Entity is a 1) health plan, (2) health care clearinghouse, or 3) health care provider who electronically transmits any health information in connection with transactions for which HHS has adopted standards. Generally, these electronic transactions concern billing and payment for services or insurance coverage.

Designated Record Set means the billing and medical records about individuals maintained by or for a covered provider: the enrollment, claims adjudication, payment, case or medical management record systems maintained by or for a health plan; or that are used in whole, or in part, by the covered entity to make decisions about individuals.

Individual means the person who is the subject of the PHI.

Protected Health Information (PHI) means the same as that term is defined under HIPAA at 45 CFR 160.103, namely, individually identifiable health information that is created or received by a health care provider, health plan or health care clearinghouse that relates to a) the past, present, or future physical or mental health or condition of an individual; b) the provision of health care to an individual; or c) the past, present, or future payment for the provision of health care to an individual and d) that is transmitted or maintained in electronic or any other form or medium.

Reproductive Health Care Information means any health care that affects a person's reproductive system, including its functions and processes, including, but not limited to: all supplies, care and services of a medical, behavioral health, mental health, surgical, psychiatric, therapeutic, diagnostic, preventive, rehabilitative or supportive nature, including medication, relating to pregnancy, contraception, assisted reproduction, pregnancy loss management or the termination of a pregnancy in accordance with applicable standards of care as defined by major medical professional organizations and agencies with expertise in the field of reproductive health care.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information [or PHI] or interference with system operation in an information system. For clarity, an attempted Security Incident is one in which there is suspicion or evidence that information or PHI has been accessed, used, disclosed, modified, or destroyed.

Subcontractor means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private, to whom a business associate has delegated a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Department of Health and Human Services ("HHS") in its guidance.

General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA and HITECH Rules: Data Aggregation, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required by Law, and Use.

1. Permitted Uses and Disclosures

- a. Business Associate agrees to use or disclose the PHI authorized by this Agreement only to perform the services of the Underlying Agreement between the Parties, or as required by law.
- b. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, only where a) the use or disclosure does not violate any law governing the protection of the PHI, including, but not limited to, prohibitions under 42 CFR Part 2 (Part 2 Regulations), and b) the disclosures are required by law or c) Business Associate agrees only to disclose the minimum necessary PHI to accomplish the intended purpose and i) obtains reasonable assurances from the person or entity to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity, and ii) the person or entity agree to immediately notify Business Associate of any instances of which it is aware that such PHI has been subject to a Security Incident or Breach.
- c. Business Associate may provide data aggregation services relating to the health care operations of the Department, or de-identify the Department's PHI, only when such specific services are permissible under the Underlying Agreement or as otherwise preapproved in writing by the Department.

2. Obligations and Activities of the Business Associate

- a. *Compliance.* Business Associate agrees to comply with the HIPAA and HITECH Rules, and other applicable state or federal law, to ensure the protection of the Department's PHI, and only use and disclose PHI consistent with the Department's minimum necessary policy and the legal requirements of this Agreement. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA or HITECH Rules or other state or federal law if performed by the Department.
- b. *Safeguards.* In complying with the HIPAA and HITECH Rules, Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with any required security or privacy obligations, to protect the confidentiality, integrity and availability of the Department's PHI.
- c. *Reporting.* Business Associate agrees to report to the Department any unauthorized use or disclosure of the Department's PHI of which it becomes aware, i.e. any use or disclosure not permitted under this Agreement or in violation of any legal requirement, including any Security Incident involving Department PHI. A report will be made to the Department's Director of Healthcare Privacy or her designee within twenty-four (24) hours of when the Business Associate becomes aware of such Security Incident, or if Business Associate becomes aware of such Security Incident after regular business hours, then reporting shall be made on the next business day. In the event that a breach is determined to have occurred under the authority of the Business Associate, Business Associate will cooperate promptly with the Department to provide all specific information required by the Department for mandatory notification purposes.

- d. *Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any third parties, agents or subcontractors (together, "Subcontractors") that use, disclose, create, acquire, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall obtain and maintain a written agreement with each Subcontractor that has or will have access, through Business Associate, to the Department's PHI, ensuring that the Subcontractor agrees to be bound to the same restrictions, terms and conditions that apply to Business Associate under this Agreement.
- e. *Mitigation.* The Business Associate shall exhaust, at its sole expense, all reasonable efforts to mitigate any harmful effect known to the Business Associate arising from the use or disclosure of PHI by Business Associate in violation of the terms of this Agreement.
- f. *Accounting of Disclosures.* To the extent required by the terms of this Agreement, Business Associate will maintain and make available the PHI and documentation required to provide an accounting of disclosures as necessary to satisfy the Department's obligations under 45 CFR 164.528.
- g. *Access.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate will use commercially reasonable efforts to make PHI available in the format requested, and as necessary to satisfy the Department's obligation under 45 C.F.R. 164.524, within 30 days from the time of request. Business Associate will inform the Department of the individual's request within 5 (five) business days of the request.
- h. *Amendment.* In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate agrees to make any amendment(s) to the PHI as directed or agreed to by the Department, or take other measures as necessary to satisfy the Department's obligations under 45 CFR 164.526, in such time period and in such manner as the Department may direct.
- i. *Restrictions.* Upon notification from the Department, Business Associate shall adhere to any restrictions on the use or disclosure of PHI agreed to by or required of the Department pursuant to 45 CFR 164.522.
- j. *Audit by the Department or the HHS Secretary.* The Business Associate will make its internal practices, books and records relating to the use or disclosure of PHI received from the Department or used, acquired, maintained, created or received by the Business Associate on behalf of the Department, available to either the Department or the HHS Secretary for the purposes of determining the compliance of either the Department or the Business Associate with the Medicaid Act, and the HIPAA and HITECH Rules, or any other federal, state or accreditation requirement. 45 C.F.R. 164.504.
- k. *Reproductive Health Care Disclosure Prohibited:* Business Associate shall not disclose or respond to any request or demand for PHI, other than from the Department or its designee, that is actually or potentially related to reproductive health care. Business Associate agrees that it will not use, disclose, transmit, or otherwise provide PHI for the purpose(s) of identifying an individual, conducting a criminal, civil or administrative investigation about an individual, or imposing criminal, civil or administrative liability upon an individual for seeking, obtaining,

providing or facilitating lawful reproductive health care services. Any request or demand for such PHI must be forwarded to the Department for review.

- I. *Other Obligations*: To the extent that Business Associate is to carry out one or more of the Department's obligations under the HIPAA and HITECH Rules or other federal or state law, Business Associate agrees to comply with the legal requirements that apply to the Department in performing that obligation.

3. Obligations of the Department

- a. The Department shall notify Business Associate of a) any limitation in any applicable Notice of Privacy Practices that would affect the use or disclosure of PHI by the Business Associate and b) any changes, revocations, restrictions or permissions by an individual to the use and disclosure of his/her PHI to which the Department has agreed, to the extent such restrictions or limitations may affect the performance of Business Associate's services on behalf of the Department.
- b. The Department shall not request that Business Associate use or disclose PHI in any format, and in any manner, that would be prohibited if performed by the Department.

4. Hold Harmless

Business Associate agrees to indemnify and hold harmless the Department, its directors, officers, agents, shareholders, and employees against any and all claims, demands, expenses, liabilities or causes of action that arise from any use or disclosure of PHI not specifically permitted by this Agreement, applicable state or federal laws, licensing, accreditation or other requirements.

5. Term of Agreement

- a. *Term*. This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the Department terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.
- b. *Auto-renewal*. In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.
- c. *Termination for Cause*. Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the Department if the Department determines that Business Associate has violated a material term of the Agreement. The Department shall either, at its sole discretion:

Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the Department; and

Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the Department or if cure is not possible.

- d. *Obligations of the Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, shall
- i. Return or destroy all PHI used, created, accessed, acquired, maintained, or received by the Business Associate on behalf of the Department, and retain no copies in any format. Business Associate shall ensure that its Subcontractors do the same.
 - ii. If the Department agrees that Business Associate may destroy all PHI in its possession, Business Associate shall certify such destruction to the Department.
 - iii. If returning or destroying PHI is not feasible, Business Associate agrees to protect the confidentiality of the PHI and retain only that PHI which is necessary for the Business Associate to continue its proper management and administration, or to carry out its legal responsibilities. Business Associate shall not use or disclose the PHI for other than the purpose for which it was retained, and return to the Department, or destroy if approved by the Department, such PHI when no longer required. Furthermore, Business Associate shall continue to use appropriate safeguards and comply with the HIPAA and HITECH Rules, other applicable state and federal law, with respect to PHI in any format for as long as Business Associate retains the PHI.
 - iv. Upon appropriate direction from the Department, Business Associate shall transmit the PHI to another business associate of the Department consistent with all legal and regulatory safeguards delineated in this Agreement.

6. Qualified Service Organization Agreement

To the extent that in performing its services for or on behalf of the Department, Business Associate uses, discloses, maintains or transmits PHI that is protected by the Part 2 Regulations, Business Associate acknowledges that it is a Qualified Service Organization for the purpose of such federal law; acknowledges that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 Regulations; and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 Regulations.

7. Survival of Business Associate Obligations

The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement indefinitely.

8. Miscellaneous

- a. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Rules, and/or other applicable laws or requirements. This Agreement may only be amended in writing, signed by authorized representatives of the Parties.
- b. *Injunction.* The Department and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to the Department. Accordingly, in addition to any other remedies available to the Department, Department shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without bond or other security being required and without the necessity of demonstrating actual damages.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to ensure that the Department is in compliance with the HIPAA and HITECH Rules, or other applicable laws or privacy or security requirements.
- d. *Legal References.* A reference in this Agreement to a section in the HIPAA or HITECH Rules or to other federal or state law, means the section as in effect or as amended.