

PrepMod Public Health Enterprise Resource Planning Quote

Background

The PrepMod Public Health Enterprise Resource Planning (ERP) is an end-to-end system that automates all aspects of managing public health programming, including pandemics and other public health emergencies. The Public Health Bundle includes:

- **ReadiConsentSM**, an online consent form
- **ClinicWizardSM**, a clinic management system that organizes information from ReadiConsentSM in real-time
- **PrepModSM**, an all-in-one system with added features specific to pandemic response management, such as automated social-distancing and PPE management

Quote

The State of Massachusetts desires a statewide, lifetime license for the public health enterprise solution that includes ReadiConsentSM, ClinicWizardSM, and PrepModSM.

Included:

- One-time customization of home screen and system colors (up to two colors)
- One-time customization of online consent form field names and requirements
- Translation of one additional language for consent form (English and Spanish are standard)
- One completion of data transfer interface to an electronic health information system
- Unlimited use of PrepModSM
- Unlimited use of ReadiConsentSM
- Unlimited use of ClinicReadiSM
- Up to 800 user accounts for license owners and formal partners of licensee (eg. school health, private providers)
- Up to six live online webinar trainings for users
- Up to three live online webinar trainings for administrative users
- Users' Manual, training materials, and recorded trainings (accessible online)
- One year of live telephone and email technical support for authorized users and patients
- Consent form templates for various vaccination and testing campaigns
- Standard, system-wide enhancements and updates
- Discounts on new modules, functions, and jurisdiction-specific licenses
- General technical assistance for administrative users
- Membership on Users' Group, which informs system enhancements

Not Included

- Applicable text messaging fees apply for Virtual Queue and other electronic communications
- Purchase of customized URL and related maintenance and hosting fees
- Database storage that exceeds amount calculated

YEAR 1 COSTS

Statewide, Lifetime User License	\$330,000
AIM Discount	-\$30,000
One Year of Technical Support	Included
TOTAL	\$300,000

Non-included customizations billed at \$125 per hour



Pricing Proposal
 Quotation #: 19304547
 Created On: 8/19/2020
 Valid Until: 8/31/2020

Comm of MA - DPH

Carol Grasso

305 South Street
 Jamaica Plain, MA 02130
 United States
 Phone: (617) 983-6231
 Fax:
 Email: carol.grasso@state.ma.us; ehs.assetmgmt@state.ma.us

Inside Account Manager

Karen Drake

290 Davidson Ave
 Somerset, NJ, 08873
 Phone: 732-868-5808
 Fax: 732-868-5908
 Email: Karen_Drake@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Enterprise Resource Planning Bundle and Services and Support Prep Mod - Part#: Contract Name: Software Reseller Contract #: ITS58	1	\$318,000.00	\$318,000.00
		Total	\$318,000.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

No EULA provided

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Bill To:
 Bureau of Infectious Disease and Laboratory Sciences
 State Laboratory
 305 South Street
 Room 208
 Jamaica Plain, MA 02130



Purchase Order

THIS NUMBER MUST APPEAR ON
 ALL INVOICES, BILLS OF LADING
 AND PACKAGES.
P.O. Nbr: 30508

Vendor Code: 372

Date: 08-21-2020

Acct #:
Vendor: Shi International
 PO Box 8200-41155
 Philadelphia, PA 19178

Ship-To: MA Department of Public Health
 State Laboratory Institute
 305 South Street
 Jamaica Plain, MA 02130

Activity 4610	Line #	Agreement Code	Requisitioner Sydney Fuller-Jones	Vendor Customer # vc6000227588	
Buyer Sydney Fuller-Jones	Delivery Date 08-28-2020	Terms	G/L Account 52164510-1016UUU10	Agreement #	Commodity #

Line	Qty	U/M	Item Code/Description	Unit Price	Amount	Tax
1	1	ea	Enterprise Resource Planning Bundle and Services and Support Prep Mod - Part#: Please See Quote Attached. Please Use Activity Code 4610. Please Contact Kathleen Shattuck Once PO Has Been Approved. Thank You.	318000.0000	318,000.00	N

Total \$318,000.00

Carol Hness 8/21/2020
 Authorized Signature



Pricing Proposal
Quotation #: 19304547
Created On: 8/19/2020
Valid Until: 8/31/2020

Comm of MA - DPH

Carol Grasso

305 South Street
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United States
Phone: (617) 983-6231
Fax:
Email: carol.grasso@state.ma.us; ehs.assetmgmt@state.ma.us

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Total			\$318,000.00

Additional Comments

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No EULA provided

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Bill To:
 Bureau of Infectious Disease and Laboratory Sciences
 State Laboratory
 305 South Street
 Room 208
 Jamaica Plain, MA 02130



Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING AND PACKAGES.
P.O. Nbr: 31640

Vendor Code: 372

Date: 01-07-2021

Acct #:
Vendor: Shi International
 PO Box 8200-41155
 Philadelphia, PA 19178

Ship-To: MA Department of Public Health
 State Laboratory Institute
 305 South Street
 Jamaica Plain, MA 02130

Activity 4610	Line #	Agreement Code	Requisitioner Carol Grasso	Vendor Customer # vc6000227588	
Buyer Carol Grasso	Delivery Date 01-11-2021	Terms	G/L Account 52164512-0151UUU03	Agreement #	Commodity #

Line	Qty	U/M	Item Code/Description	Unit Price	Amount	Tax
1	1	ea	MaryLand Partnership for Preventon Project Manager	43086.0000	43,086.00	N
2	1	ea	Maryland Partnership for Prevetion Senior Development	77445.0000	77,445.00	N
			Program Code F451201512			
			Activity Code 4610			
Total					\$120,531.00	

Authorized Signature



Pricing Proposal
 Quotation #: 19885851
 Created On: 1/6/2021
 Valid Until: 1/29/2021

COMM OF MA - MRC

Inside Account Manager

Beth English

600 WASHINGTON STREET
 ATTN: ANGEL PERRY-SMITH
 Boston, MA 02111
 United States
 Phone: 978-345-1713
 Fax:
 Email: bethany.english@state.ma.us ehs.assetmgmt@state.ma.us

Caroline Mcdonald

290 Davidson AVE
 Somerset, NJ, 08873
 Phone: 800-527-6389 ext 555-xxxx
 Fax:
 Email: caroline_mcdonald@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Project Manager Maryland Partnership for Prevention, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Note: 3 months	1	\$43,086.00	\$43,086.00
2 Senior Developer Maryland Partnership for Prevention, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Note: 3 months	1	\$77,445.00	\$77,445.00
		Total	\$120,531.00

Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0
 no EULA

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BUSINESS ASSOCIATE AND CONFIDENTIALITY AGREEMENT

between

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH

and

THE MULTI-STATE PARTNERSHIP FOR PREVENTION

I. GENERAL PROVISIONS

The Massachusetts Department of Public Health (Department) is, among its duties, responsible for taking cognizance of the interests of life, health, comfort and convenience among the citizens of the Commonwealth and may distribute immunological, diagnostic and therapeutic agents within the Commonwealth, M.G.L. c. 111 §5, and is an Emergency Response Stakeholder pursuant to the December 2020 Letters of Authorization issued by the US Food and Drug Administration to ModernaTX, Inc. and Pfizer-BioNTech in response to those entities' requests for Emergency Use Authorization of their COVID-19 vaccines. To operationalize the distribution and administration of COVID-19 vaccine in Massachusetts, the Department works with municipal and regional public health authorities in Massachusetts, as well as with private entities operating vaccination sites at the Department's request (collectively Commonwealth Sites). Commonwealth Sites include covered entities subject to the Health Insurance Portability and Accountability Act (HIPAA) and the HIPAA Privacy and Security Rules.

The Department has purchased a license from the Multi-State Partnership for Prevention and Maryland Partnership for Prevention, Inc. (Vendor) in connection with the Department's use of PrepMod, ReadConsent, and ClinicWizard, as well as its use of COVIDReadi and the on-line consent and appointment app (collectively, the PrepMod Application). The Department and Vendor acknowledge that the Vendor performs functions whereby it acts as a Business Associate of one or more Commonwealth Sites as the term is defined in 45 C.F.R. § 160.103.

This Business Associate and Confidentiality Agreement (Agreement) is intended to formally document the measures required to protect the privacy and security of all Personal Data, including Protected Health Information, that the Vendor may receive from, host, transmit, create and/or otherwise access on behalf of a Commonwealth Site in the performance of its obligations to the Department, and to ensure that the Commonwealth Sites comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA Privacy and Security

Rules, 45 C.F.R. Parts 160 and 164, and the HITECH Act; the Fair Information Practices Act (FIPA), M.G.L. c. 66A; and M.G.L. c. 93H.

II. DEFINITIONS FOR USE IN THIS SECTION

All terms used, but not otherwise defined herein shall be construed in a manner consistent with the HIPAA Privacy and Security Rules, The Fair Information Practices Act, and other applicable state or federal privacy or confidentiality laws.

“Breach” means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under HIPAA or M.G.L. c. 93 H which compromises the security or privacy of the PHI.

“Business Associate” means a person or entity, who, on behalf of a HIPAA covered entity, and other than in the capacity of a workforce member, performs or assists in the performance of a function or activity that involves the use or disclosure of protected health information; or provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services, where the provision of the service involves the use or disclosure of protected health information.

“Data Subject” means an individual to whom Personal Data or Protected Health Information refers.

“Electronic Media” means:

- Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Faxes sent directly from one fax machine to another, person-to-person telephone calls, video teleconferencing, and messages left on voice-mail are not considered transmission media. However, any faxes sent from a computer, including those made by a fax-back system, are considered transmission media.

“Electronic Protected Health Information” (E PHI) means PHI that is created, accessed, stored, or transmitted by electronic media.

“The Health Insurance Portability and Accountability Act” (HIPAA) means Public Law 104-191.

“The HITECH Act” means Title XIII of the American Recovery and Reinvestment Act of 2009, specifically the provisions of Subtitle D – Privacy , which shall hereinafter be included under references to HIPAA.

“Personal Data” (PD) means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual. Protected Health Information and Electronic Protected Health Information as defined herein, constitute subsets of Personal Data.

“Privacy Rule” means the privacy regulations set forth in 45 C.F.R. Parts 160 and 164 and as amended.

“Protected Health Information” (PHI) means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual, that the Vendor receives, creates or uses under the Agreement. The terms “Protected Health Information” and “PHI” apply to the original data and to any data derived or extracted from the original data. PHI includes EPHI and is a subset of Personal Data.

“Required By Law” means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law.

“Secretary” means the Secretary for the Office of Health and Human Services or his designee.

“Security Rule” means the Security standards for the protection of EPHI as set forth at 45 C.F.R. Parts 160, 162 and 164 and as amended.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

III. OBLIGATIONS OF THE VENDOR

Section 1. Compliance with State and Federal Law. The Vendor acknowledges that in the performance of its obligations, it may receive PHI.¹ The Vendor acknowledges that by accepting the PHI it becomes a “holder” within the meaning of M.G.L. c. 66A and will comply with the requirements of that law in addition to HIPAA

¹ Hereinafter this agreement shall use the reference “PHI” to conform to the terms of the HIPAA Privacy Rule. However, to the extent that Vendor holds any PD, as defined by M.G.L. c. 66A, which does not constitute PHI, the PD shall also be covered under all the terms of this agreement that refer to PHI.

and all other applicable state or federal laws governing the privacy or security of any PHI subject to this Agreement.

Section 2. Ownership of PHI. The Vendor shall at all times recognize the Department and the Commonwealth Sites as sole owners of the PHI. The Department shall at all times have complete control over the access, use, disclosure and disposition of the PHI including, if relevant, editorial control over the output.

Section 3. Agreements by Third Parties. The Vendor shall not engage a subcontractor or agent that will receive PHI originating from the Commonwealth Sites or create or receive PHI on behalf of Commonwealth Sites without prior authorization from the Department. If the Department authorizes the Vendor in advance to engage such a subcontractor or an agent, the Vendor shall obtain and maintain a written agreement with each agent or subcontractor. The agreement shall provide that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Vendor pursuant to this Agreement with respect to such PHI, including but not limited to implementing reasonable and appropriate safeguards to protect the information. All provisions of the Agreement apply to all such PHI, whether in the possession of the Vendor or any agent or subcontractor. The Vendor is responsible for ensuring each agent's and subcontractor's compliance with all applicable provisions of the Agreement. Upon request, the Vendor shall provide the Department with a copy of the written terms between the Vendor and the subcontractor or agent.

Section 4. Compliance with Use and Disclosure Provisions. Vendor agrees to comply with the use and disclosure provisions of HIPAA as established in 45 CFR §164.502(e)(2) and the requirements of §164.504(e) shall apply to Vendor in the same way they apply to the Commonwealth Sites.

Section 5. Security: Appropriate Safeguards. 45 CFR §§164.308, 164.310, 164.312 and 164.316 shall apply to the Vendor. Vendor agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI. Such safeguards shall meet, at a minimum, the standards as set forth in the Privacy and Security Rules. Appropriate safeguards shall include, at a minimum:

- Protecting the physical and electronic security of the PHI, including any data created, accessed, stored, or transmitted by electronic media.
- Taking steps to prevent unauthorized access to the PHI, including preventing unauthorized access through the use of individual user accounts which are password protected and can be audited.
- Providing appropriate training in the privacy and security policies and procedures applicable to PHI for each of its employees, agents, or subcontractors who will have access to the Commonwealth Sites PHI as set forth in applicable laws and regulations.

- Requiring each of its employees, agents, or subcontractors having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI as well as the security of EPHI.
- Unless otherwise authorized in writing, all copies of any Commonwealth Site data stored on electronic storage media, including thumb drives, controlled by the Vendor, must be destroyed upon termination of the Agreement. Data must be destroyed so that it cannot be recovered from the electronic storage media. Acceptable methods include the use of file wiping software implementing at a minimum DoD.5200.28-STD (7) disk wiping, and the degaussing of backup tapes. Electronic storage media such as floppy disks, CDs, and DVDs used to store data must be made unusable by physical destruction.
- Upon request, the Vendor will furnish the Department with a description of the steps it has taken to prevent use or disclosure of the PHI not authorized by this Agreement and agrees to allow authorized representatives of the Department access to premises where the PHI is kept for the purpose of inspecting security (physical and electronic) arrangements.

Section 6. Non-Secure Transmissions Prohibited. The Vendor agrees that it will not transmit the PHI over any unsecured network without the prior written permission of the designated representative of the Department accessing the Vendor services under this Agreement. The Vendor is expected to comply with NIST standard FIPS 140-2 when transmitting PHI over the Internet.

Section 7. Reporting of Breach or Security Incident. The Vendor shall notify the designated representative for the Department both orally and in writing within five days following the discovery of any breach of PHI, including but not limited to any use or disclosure of unsecured PHI or any security incident involving or potentially involving the Commonwealth Sites' PHI.

Section 8. Responsibility for Breach Notification. The Vendor shall pay the full cost of breach notification for any notification required under HIPAA or M.G.L. c. 93 A, for any breach for which Vendor, its agents or employees is responsible or any breach that occurred through its information system(s), whether the notice is given by the the Department, a Commonwealth Site, or the Vendor.

Section 9. Mitigation. The Vendor shall mitigate, to the extent practicable, any harmful effect that is known to the Vendor of its use or disclosure of PHI in violation of this Agreement or any security breach. The Vendor shall in consultation with the Department take measures that the Department deems appropriate to recover the PHI and prevent a future breach of the confidentiality and security of the PHI. The Vendor shall report to the Department the results of all mitigation actions taken. Nothing in this Section will be deemed to waive any of the Department's or a Commonwealth Site's legal rights or remedies that arise from the Vendor's unauthorized use or disclosure of the PHI or security breach.

Section 10. Red Flags Rule. Where applicable, and at the direction of the Department, Vendor shall implement and maintain appropriate identity theft management programs in compliance with the federal Red Flags Rule.

Section 11. Notice of Request for Data. The Vendor agrees to notify the Department within five (5) days of the Vendor's receipt of any legal request, court order, or subpoena for PHI. To the extent that the Department decides to assume responsibility for challenging the validity of such requests, the Vendor agrees to cooperate fully with the Department in such challenge.

Section 12. Access to PHI. The Vendor shall provide the Department with access to or copies of any PHI, which it maintains as shall be necessary to meet its obligation under 45 C.F.R. § 164.524 and M.G.L. c. 66A. Such access or copies shall be provided within five (5) days of a request.

Section 13. Availability of PHI for Amendment. The Vendor shall make any amendment(s) to PHI that it received from or created or received on behalf of the Commonwealth Sites that the Department directs, in order for the Commonwealth Sites to meet obligations under 45 C.F.R. § 164.526 and M.G.L. c. 66A. All such amendments shall be made within ten (10) days of receipt of the request from the Department.

Section 14. Accounting of Disclosures. The Vendor shall document PHI disclosures and required information related to such disclosures, as is necessary for the Commonwealth Sites to respond to an individual's request for accounting of disclosures of PHI under 45 C.F.R. § 164.528 and M.G.L. c. 66A. The Vendor agrees to provide to the Department, within ten (10) days of the request, an accounting of disclosures of PHI. At a minimum, the Vendor will provide the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. The Vendor agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section and to provide upon the Department's request documentation of its method of tracking disclosures and a list of all accountings of disclosures provided under this Section.

Section 15. Access by Secretary to Records. The Vendor shall make available to the Department or the Secretary its internal practices, books, and records including policies and procedures relating to the use and disclosure of the PHI received from the Commonwealth Sites, or created or received by the Vendor on behalf of the Commonwealth Sites as well as policies and procedures relating to the confidentiality and security of the data. The Department or the Secretary shall determine the time and manner for making such material available for purposes of

the Secretary determining the Commonwealth Sites' compliance with the Privacy and Security Rules.

Section 16. Prohibition on the Sale of PHI or Electronic Health Records. The Vendor shall comply with 45 CFR § 164.502(a)(5), which relates to the prohibition on the sale of electronic health records and PHI.

IV. PERMITTED USES AND DISCLOSURES BY THE VENDOR

Section 1. Uses and Disclosures of PHI. The Vendor agrees to use or disclose PHI that it receives from and/or creates or receives on behalf of the Commonwealth Sites only as specified in this Section IV or as required by law.

A. To Perform its Obligations. The Vendor may use or disclose PHI, or create PHI on behalf of the Commonwealth Sites, as is necessary for the Vendor to administer or perform the functions, activities and services that are required to satisfy its obligations. This shall include providing the Secretary and the Department with full access to such PHI for purposes of auditing the performance of the Vendor as the Department determines is otherwise necessary. Operations shall include reporting to the Commonwealth Sites to fulfill state or federal reporting requirements.

B. For Research or Publication. The Vendor agrees that it shall not conduct any research utilizing the PHI received from the Commonwealth Sites. Further the Vendor agrees that it shall not utilize the PHI for any publication without the written approval of the Department for the specific publication.

C. For Management and Administration. The Vendor may use PHI that it receives from and/or creates or receives on behalf of the Commonwealth Sites for the proper management and administration of the Vendor as provided for by 45 C.F.R. § 164.504(e)(4), provided that such use complies with the requirements of the Contract, this Business Associate Agreement, and all other applicable state or federal privacy or confidentiality laws.

Section 2. Minimum Necessary. The Vendor agrees to take reasonable steps to limit the amount of PHI used and/or disclosed pursuant to Section 1 above to the minimum necessary to achieve the purpose of the use and disclosure.

V. OBLIGATIONS OF THE COMMONWEALTH

Section 1. Notice of Privacy Practices. The Department shall notify the Vendor of any limitation(s) in the Commonwealth Sites notices of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the Vendor's use or disclosure of PHI.

Section 2. Revocation of Permission to Use PHI. The Department shall notify the Vendor of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect the Vendor's use or disclosure of PHI.

Section 3. Restriction to Use or Disclose PHI. The Department shall notify the Vendor of any restriction to the use or disclosure of PHI that a Commonwealth Site has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such changes may affect the Vendor's use or disclosure of PHI.

Section 4. Notice of Changes and Restrictions. The Department shall notify Vendor of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent such changes affect Vendor's permitted or required uses and disclosures. Such notification shall include any restriction that a Commonwealth Site has agreed to in accordance with 45 CFR § 164.522. If Vendor receives a request to restrict the disclosure of PHI directly from an Individual, Vendor shall notify the Department of such request and the Department shall be responsible for making the determination, in accordance with the Privacy Rule, as to whether Vendor shall comply with the Individual's request.

VI. TERMINATION OR COMPLETION

Section 1. Notification to Secretary. In the event that the Department determines, in its sole discretion, that the Vendor has materially breached any of its obligations regarding PHI, the Vendor hereby acknowledges that the Department will have the right to report this breach to the Secretary, notwithstanding any other provisions of this Agreement to the contrary.

Section 2. Effect of Termination or Completion.

- A.** The Vendor agrees that within 14 days of the termination or completion of its obligation to the Department, it will return or destroy, at the Department's direction and according to standards approved by the Department, any and all PHI that it maintains in any form, including PHI that is in the possession of its subcontractors or agents and will retain no copies of the PHI.
- B.** Notwithstanding the foregoing, to the extent that the Department agrees that if it is not feasible to return or destroy such PHI, all protections pertaining to any PHI covered by this Agreement shall remain in force and the Vendor will limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Vendor maintains such PHI.

Section 3. Transition Assistance. Following the termination of its obligation for any reason, the Vendor agrees to provide transition services for the benefit of the Department, including the transfer of PHI and other data held by the Vendor.

VII. MISCELLANEOUS PROVISIONS

Section 1. Regulatory References. A reference in this Agreement to a section of the Privacy or Security Rule means the section as in effect or as amended.

Section 2. Survival. The obligations of the Vendor under Part VI of this Agreement shall survive the termination of this agreement.

Section 3. Amendment. The Vendor and the Department agree to negotiate to amend the Business Associate Agreement to the extent necessary to allow either party to comply with amendments to the Privacy or Security Rules or the Standards for Electronic Transactions.

Section 4. Remedies. Nothing in this Agreement shall be construed to waive or limit any of the Commonwealth Sites' legal rights or remedies that may arise from the Vendor's unauthorized use or disclosure of PHI or security breach. The Department's exercise or non-exercise of any authority under the Agreement including, for example, any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve the Vendor of any obligations as set forth herein nor be construed as a waiver of any of the Vendor's obligations, or as an acceptance of any unsatisfactory practices, or privacy or security failures by the Vendor.

Section 5. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Commonwealth Sites to comply with HIPAA's Privacy or Security Rules, M.G.L. c. 66A, M.G.L. c. 93 H, and any other law pertaining to the privacy or security of PHI.

The parties hereto have caused their duly authorized representatives to execute this Agreement.

Massachusetts Department of Public Health

By Cecilia E. [Signature]

Title Deputy Director, BIDLS, DPH

Date 2/19/21

Multi-State Partnership For Prevention

By [Signature]

Title CEO

Date 2.12.21



Online Consent & Appointment-Scheduling and Mass Vaccination App

Consumer Access Portal

Insurance Billing for Administration Fees

PRE-REGISTRATION & Vaccination Campaign Readiness

- Highly-Customizable
- COVID screening questions and EUA
- Collect insurance information
- Document vaccine encounters
- IIS and EHR Interface
- "Virtual Queue" for Social Distancing
- Customize consents by clinic type
- Detailed vaccine tracking
- Send second dose reminders
- Clinic search by date or location
- Customized reports
- Use for all public health services
- Live Help Desk

- Stand-Alone
- Consumer-Managed Account
- IIS or Mass Vaccination App Interface
- Family and Group Accounts
- Sends official records to other entities
- Prints vaccination certificate
- Optional tracking of side effects via text messaging
- Optional tech support for consumers

- Collect up to 100% of vaccine administration fees*
- Stand-Alone – can use data from other mass vaccination apps
- Paperless – bills processed electronically
- System does all the work – no need for billing software or staff
- Administered by experienced mass vaccination billers

- Stand-Alone
- Pre-Registration for the Public
- Auto Assignment to Priority Groups
- Proactive Invitations for Vaccination Appointments
- Provider Enrollment and Ordering
- Generate VTrckS Files
- IIS and EHR Interface
- Recruit and manage temp staff and volunteers
- Identify new clinic sites
- Free campaign materials (flyers, etc.)

First and Leading Mass Vaccination App -- More States Choose Us!

Eliminate Calls Requesting Vaccination Records

Recover Million\$ Spent on Vaccination Campaign

Know who's signed up and who needs outreach

Onboard in One Week*

Live December 18

One Week Set-Up

Onboard in 3 Days*

Call or email for pricing

PrepMod Users: \$51,500
Non-PrepMod Users: \$79,000+

PrepMod Users: Set-Up and Admin Fee
Non-PrepMod Users: Call for Pricing

Call or email for pricing
Discount for PrepMod Users

*Semi-custom, off-the-shelf version

Price does not include set-up charges, maintenance and service, optional tech support, or text messaging

*Reimbursement from insurance companies and government reimbursement for uninsured

*Semi-custom, off-the-shelf version



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410-902-4677 * info@multistatep4p.com