CONTRACT MODIFICATION AGREEMENT

Date: June 21, 2016

Contract No.: TS-024-13

Modification No.: 3

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Signius Investment Corporation

Commodity: Off-Hours & Holiday Answering Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The contractor name for the contract shall be changed as follows:

Previous Contractor Name:
Endicott Comm Inc.
dba Signius Investment Corporation
6959 Golden Ring Road
Baltimore, MD 21237

New Contractor Name:
Endicott Comm Inc.
dba Signius Communications
6959 Golden Ring Road
Baltimore, MD 21237

Except as provided herein, all terms and conditions of Contract Number TS-024-13, as heretofore changed, remain unchanged and in full force and effect.

Contractor
By: Ellen Scott  
(Signature)  
Ellen Scott, GM
Name and Title

Virginia Tech
By: Mary W. Helmick
Director of Procurement
CONTRACT MODIFICATION AGREEMENT

Date: June 7, 2016

Contract No.: TS-024-13

Modification No.: 2

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Signius Investment Corporation

Commodity: Off-Hours & Holiday Answering Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The contractor name for the contract shall be changed as follows:

Previous Contractor Name:
Signius Investment Corporation
dba Signius
6959 Golden Ring Road
Baltimore, MD 21237

New Contractor Name:
Endicott Comm Inc.
dba Signius Investment Corporation
6959 Golden Ring Road
Baltimore, MD 21237

Except as provided herein, all terms and conditions of Contract Number TS-024-13, as heretofore changed, remain unchanged and in full force and effect.

Contractor
By: ____________________________
   (Signature)
   Michelle Twiggins
   Name and Title
   Accounting Office Specialist

Virginia Tech
By: ____________________________
   Mary W. Helmick
   Director of Procurement
June 28, 2016

Signius Communications
Attn: Diane Morris
6959 Golden Ring Road
Baltimore, MD 21237

Dear Diane Morris:

Subject: Virginia Tech Contract #TS-024-13
Commodity/Service: Off-hours and Holiday Answering Services

Thank you for responding to my letter of May 24, 2016 and agreeing to renew the contract. The contract will now expire October 14, 2017.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Roger Gupta, CPPB, CUPO, VCO
Senior Buyer/Contracts Officer
Telephone: (540) 231-4177

RG/kjb

c: F.M. Pro
Sheila Walker-Davis
## VENDOR INFORMATION FORM

### For Office Use

| TS | 024 | 13 |

---

### Full Legal Name

Endicott Comm Inc

*Company Name as it appears with your Federal Taxpayer Number*

---

### Federal Taxpayer Number

---

### Business Name/DBA Name/TA Name

Signius Communications

*If different than Full Legal Name*

---

### Federal Taxpayer Number

---

### Billing Name

Signius Communications

*Company name as it appears on your invoice*

---

### Federal Taxpayer Number

---

### Purchase Order Address:

**P O BOX ADDRESS 1**

6959 Golden Ring Road

**STREET ADDRESS 2**

Baltimore

**City**

MD 21237

**State**

**ZIP Code**

Diane Morris

**Contact Person**

diane.morris@signius.com

**Email**

---

### Payment Address:

**Payment P O Box Address 1**

6959 Golden Ring Road

**Payment Street Address 2**

Baltimore

**City**

MD 21237

**State**

**ZIP Code**

---

### Phone Number

410-631-1607

---

### Toll Free Number

800-784-4296

---

### Fax Number

410-631-1604

---
May 24, 2016

Signius Investment Corporation
Attn: Diane Morris
6959 Golden Ring Rd
Baltimore, MD, 21237

Dear Diane Morris:

Subject: Virginia Tech Contract # UCP-TS-024-13
Commodity/Service: Off-Hours and Holiday Answering Services

This is to inform you that the subject contract expires October 14, 2016. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received by Procurement by June 06, 2016.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: http://www.procurement.vt.edu/Vendor/WellsOne.html or contact me directly for more information.

Sincerely,

Roger Gupta, CPPB, CUPO, VCO
Buyer Senior/Contracts Officer
Telephone: (540)-231-4177

Signius Investment Corporation agrees to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: [Signature]
Name: Michelle Twiggs
Title: Acctg ofc. specialist
Date: 6.8.16

We currently participate in the Wells One Program. [ ] We would like to participate in the Wells One Program [ ]

Signius Investment Corporation does not agree to renew the contract for an additional year.

Authorized Signature: _________________________
Name: _________________________
Title: _________________________
Date: _________________________

Approved: [Signature]
Name: Pâticia Mullins, Assistant Director Procurement
Date: 6-14-2016

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
<table>
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<td>(Company Name as it appears with your Federal Taxpayer Number)</td>
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<tr>
<td>Signius Investment Corporation</td>
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<tr>
<td><strong>BUSINESS NAME/ DBA NAME/TA NAME</strong></td>
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<tr>
<td>(If different than Full Legal Name)</td>
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<tr>
<td>Signius Investment Corporation</td>
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<tr>
<td><strong>BILLING NAME</strong></td>
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<tr>
<td>(Company name as it appears on your invoice)</td>
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**PURCHASE ORDER ADDRESS:**

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<table>
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<tr>
<th>CONTACT PERSON</th>
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<tr>
<td>Diane Morris</td>
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<table>
<thead>
<tr>
<th>EMAIL</th>
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<tbody>
<tr>
<td><a href="mailto:diane.morris@signius.com">diane.morris@signius.com</a></td>
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**PAYMENT ADDRESS:**

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<table>
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**VENDOR INFORMATION FORM**

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<th>13</th>
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</table>

--- for office use ----

Roger Gupta

**Endicott Comm Inc.**

Signius Investment Corporation

**FULL LEGAL NAME**

(Company Name as it appears with your Federal Taxpayer Number)

**dba**

Signius Investment Corporation

**BUSINESS NAME/ DBA NAME/TA NAME**

(If different than Full Legal Name)

Signius Investment Corporation

**BILLING NAME**

(Company name as it appears on your invoice)

**PURCHASE ORDER ADDRESS:**

- **P O BOX ADDRESS 1**
  - 6959 Golden Ring Road

**STREET ADDRESS 2**

- Baltimore

**CITY**

- MD

**STATE**

- 21237

**ZIP CODE**

- Diane Morris

**CONTACT PERSON**

- diane.morris@signius.com

**EMAIL**

---

**FEDERAL TAXPAYER NUMBER**

(If different than ID# above)

**PAYMENT ADDRESS:**

- **P O BOX ADDRESS 1**
  - 6959 Golden Ring Road

**STREET ADDRESS 2**

- Baltimore

**CITY**

- MD

**STATE**

- 21237

**ZIP CODE**

- 410-631-1607

**PHONE NUMBER**

- 800-784-4296

**TOLL FREE NUMBER**

- 410-631-1604

**FAX NUMBER**
CONTRACT MODIFICATION AGREEMENT

Date: November 18, 2014

Contract No.: UCP-TS-024-13

Modification No.: 1

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Signius Investment Corporation

Commodity: Off-Hours and Holiday Answering Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The contractor name for the aforementioned contract shall be changed as follows:

Previous Contractor Name:
Signius Investment Corporation
dba Answernet, Inc.
6959 Golden Ring Road
Baltimore, MD 21237

New Contractor Name:
Signius Investment Corporation
dba Signius
6959 Golden Ring Road
Baltimore, MD 21237

Except as provided herein, all terms and conditions of Contract Number UCP-TS-024-13, as heretofore changed, remain unchanged and in full force and effect.

Contractor
By: [Signature]
Name and Title: Eileen L. Scott, Gen. Mgr.

Virginia Tech
By: [Signature]
Name: W. Thomas Kaloupek
Title: Director of Procurement

Mary Helmick
June 30, 2015

Diane Morris
Signius Investment Corporation
6959 Golden Ring Road
Baltimore, MD 21237

Dear Ms. Morris:

Subject: Virginia Tech Contract #UCP-TS-024-13
Commodity/Service: Off-Hours and Holiday Answering Services

Thank you for responding to my letter of May 27, 2015 and agreeing to renew the contract for an additional year. The contract will now expire October 14, 2016.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

RG/tdj

c: F.M. Pro
Sheila Walker-Davis
VENDOR INFORMATION FORM 6/29/2015

TS 024 13
----- for office use -----

Roger Gupta

Signius Investment Corporation

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Signius Investment Corporation

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

Signius Investment Corporation

BILLING NAME
(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1
6959 Golden Ring Road

STREET ADDRESS 2
Baltimore

CITY

MD 21237

STATE ZIP CODE

PAYMENT ADDRESS:

PAYMENT P O BOX ADDRESS 1
6959 Golden Ring Road

PAYMENT STREET ADDRESS 2
Baltimore

CITY

MD 21237

STATE ZIP CODE

Diane Morris

CONTACT PERSON
diane.morris@signius.com

PHONE NUMBER
410-631-1607

410-631-1604

EMAIL

TOLL FREE NUMBER
800-784-4296

FAX NUMBER
May 27, 2015

Elizabeth Healy
Signius Investment Corporation
dba Signius
6959 Golden Ring Road
Baltimore, MD 21237

Dear Ms. Healy:

Subject: Virginia Tech Contract # UCP-TS-024-13
Commodity/Service: Off-Hours and Holiday Answering Services

This is to inform you that the subject contract expires October 14, 2015. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by June 15, 2015.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

Signius Investment Corporation dba Signius agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: Eileen L. Scott
Date: 6-18-15
Title: GENERAL MANAGER

Signius Investment Corporation dba Signius does not agree to renew the contract for an additional year.

Authorized Signature: ___________________________
Date: ___________________________
Title: ___________________________

Name: ___________________________
(please print)

RG/jv
c: FMP

Approved:

Patricia Mullins, CPPo, CUPO, VCO
Assistant Director of Procurement-Research Support

Date: 6-29-2015

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
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VENDOR INFORMATION FORM

FULL LEGAL NAME
(Signius Investment Corporation)

BUSINESS NAME/DBA NAME/TA NAME
(Signius Investment Corporation)

BILLING NAME
(Signius Investment Corporation)

PURCHASE ORDER ADDRESS:
P O BOX ADDRESS 1
6959 Golden Ring Road

STREET ADDRESS 2
Baltimore

CITY
MD 21237
STATE ZIP CODE

CONTACT PERSON
DIANE MORRIS

EMAIL
DIANE.MORRIS@SIGNIUS.COM

FEDERAL TAXPAYER NUMBER

PAYMENT ADDRESS:

PAYMENT P O BOX ADDRESS 1
6959 Golden Ring Road

PAYMENT STREET ADDRESS 2
Baltimore

CITY
MD 21237
STATE ZIP CODE

PHONE NUMBER
410-631-1607

TOLL FREE NUMBER
800-384-4396

FAX NUMBER
410-631-1604
May 30, 2014

Elizabeth Healy
Signius Investment Corporation
dba Answernet, Inc.
6959 Golden Ring Road
Baltimore, MD 21237

Dear Ms. Healy:

Subject: Virginia Tech Contract #UCP-TS-024-13
Commodity/Service: Off-Hours and Holiday Answering Services

Thank you for responding to my letter of May 15, 2014 and agreeing to renew the contract for an additional year. The contract will now expire October 14, 2015.

The attached form shows your company information as listed in the university’s vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

RG/tdj
c: F.M. Pro
Sheila Walker-Davis
Signius Investment Corporation

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

Answernet Inc

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

Signius Investment Corporation

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

6959 Golden Ring Road

STREET ADDRESS 2

Baltimore

CITY

MD 21237

STATE ZIP CODE

Elizabeth Healy

CONTACT PERSON

elizabeth.healy@answernet.com

EMAIL

PAYMENT ADDRESS:

PAYMENT P O BOX ADDRESS 1

6959 Golden Ring Road

PAYMENT STREET ADDRESS 2

Baltimore

CITY

MD 21237

STATE ZIP CODE

410-631-1612

PHONE NUMBER

800-861-8101

TOLL FREE NUMBER

410-631-1604

FAX NUMBER
Virginia Tech

Procurement Department (MC 0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061
540/231-6221 Fax: 540/231-9628
www.procurement.vt.edu

Elizabeth Healy
Signius Investment Corporation
dba Answernet, Inc
6959 Golden Ring Road
Baltimore, MD 21237

May 15, 2014

Dear Ms. Healy:

Subject: Virginia Tech Contract # UCP-TS-024-13
          Commodity/Service: Off-Hours and Holiday Answering Services

This is to inform you that the subject contract expires October 14, 2014. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by June 6, 2014.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

Signius Investment Corporation dba Answernet, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: Ellen L. Scott
Name: Ellen L. Scott
Title: Gen. Mgr.

Signius Investment Corporation dba Answernet, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: __________________________
Name: __________________________
Title: __________________________

RG/jv: FMP

Approved: Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Date: 5/30/2014

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
Signius Investment Corporation

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

Answernet Inc

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

Signius Investment Corporation

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

6959 Golden Ring Road

STREET ADDRESS 2

Baltimore

CITY

MD 21237 STATE ZIP CODE

Elizabeth Healy

CONTACT PERSON

elizabeth.healy@answernet.com EMAIL

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

PAYMENT ADDRESS:

PAYMENT P O BOX ADDRESS 1

6959 Golden Ring Road

PAYMENT STREET ADDRESS 2

Baltimore

CITY

MD 21237 STATE ZIP CODE

410-631-1612 PHONE NUMBER

800-861-8101 TOLL FREE NUMBER

410-631-1604 FAX NUMBER
May 23, 2013

Elizabeth Healy
Signius Investment Corporation
dba Answernet, Inc.
6959 Golden Ring Road
Baltimore, MD 21237

Dear Ms. Healy:

Subject: Virginia Tech Contract #UCP-TS-024-13
Commodity/Service: Off-Hours and Holiday Answering Services

Thank you for responding to my letter of May 16, 2013 and agreeing to renew the contract for an additional year. The contract will now expire October 14, 2014.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

RG/jv

c: F.M. Pro
Sheila Walker-Davis
Signius Investment Corporation

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

Answernet Inc

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

FEDERAL TAXPAYER NUMBER

SIGNIUS INVESTMENT CORPORATION

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

6959 Golden Ring Road

STREET ADDRESS 2

Baltimore

CITY

MD 21237 STATE ZIP CODE

Elizabeth Healy

CONTACT PERSON

elizabeth.healy@answernet.com EMAIL

PAYMENT ADDRESS:

PAYMENT P O BOX ADDRESS 1

6959 Golden Ring Road

PAYMENT STREET ADDRESS 2

Baltimore

CITY

MD 21237 STATE ZIP CODE

410-631-1612 PHONE NUMBER

800-861-8101 TOLL FREE NUMBER

410-631-1604 FAX NUMBER
Dear Ms. Healy:

Subject: Virginia Tech Contract # UCP-TS-024-13
Commodity: Service: Off-Hours and Holiday Answering Services

This is to inform you that the subject contract expires October 14, 2013. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by June 7, 2013.

Please review the attached form, which shows your company information as listed in the university’s vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Roger Gupta, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-4177

Signius Investment Corporation dba Answernet, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: Elizabeth Healy
Name: Elizabeth Healy
Title: Sales Executive
Date: 5/22/2013

Signius Investment Corporation dba Answernet, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Approved: __________________________
W. Thomas Kalousek
Director of Purchasing
Date: 5/23/13

Invent the Future

Virginia Tech
Procurement Department (MC 0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061
540/231-6221 Fax: 540/231-9628
www.procurement.vt.edu
<table>
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<td>Answernet Inc</td>
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<td>Elizabeth Healy</td>
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<td><a href="mailto:elizabeth.healy@answernet.com">elizabeth.healy@answernet.com</a></td>
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<tr>
<td>PHONE NUMBER</td>
<td>410-631-1612</td>
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<tr>
<td>TOLL FREE NUMBER</td>
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<td>FAX NUMBER</td>
<td>410-631-1604</td>
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COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TS-024-13

This contract entered into this 20th day of September 2012, by Signius Investment Corporation, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Off-hours and Holiday Answering Services to Virginia Tech as set forth in the Contract Documents.


COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Unsealed Bid number 0023312 dated August 22, 2012, and the Contractor's response dated September 14, 2012, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: Elizabeth K. Healy
(Signature)

Elizabeth K. Healy / Sales Executive
Name and Title

Virginia Tech
By: W. Thomas Kaloupek
(Signature)

W. Thomas Kaloupek
Director of Purchasing
INVITATION FOR UNSEALED BID # 0023312 THIS IS NOT AN ORDER

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PURCHASING DEPARTMENT (0333)
270 SOUTHGATE CENTER
BLACKSBURG, VA 24061

DATE: August 22, 2012
BID RETURN DATE AND HOUR: September 14, 2012 5PM

BIDDERS ADDRESS:

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
Roger Gupta, VCO
Contracts Officer/Buyer Senior
E-MAIL ADDRESS: ragupta@vt.edu
TELEPHONE NUMBER: (540) 231-4177
FAX NUMBER: (540) 231-9628
AFTER HOUR MESSAGES: (540) 231-6221

COMMODITY: Off-Hours and Holiday Answering Services SEE ATTACHED

SPECIAL INSTRUCTIONS

1. Responses must be submitted on this form and the attachment(s) provided.
2. Facsimile unsealed bids received in the Virginia Tech Purchasing Department prior to the time and date designated for bid submission will be accepted.
3. Responses should be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University, Purchasing Department (0333), 270 Southgate Center, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
7. Any ADDENDUM issued for this solicitation may be accessed at http://www.purch.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
8. Bidders must take cognizance of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at http://www.eva.state.va.us/ and submit prices accordingly.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR UNSEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREAFTER INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.purch.vt.edu/html/docs/terms/GTC_BID_07272011.pdf, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

---

BUSINESS NAME/DBA NAME/TA NAME
(Full Legal Name)

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS

CONTACT NAME/TITLE
(Payee)

E-MAIL ADDRESS

FEDERAL TAXPAYER NUMBER
ID# DELIVERY DATE

PAYMENT ADDRESS

SIGNATURE (IN INK) DATE

TELEPHONE NUMBER
TOLL FREE TELEPHONE NUMBER
FAX NUMBER

*BUSINESS CLASSIFICATION
□ LARGE □ SMALL □ MINORITY-OWNED □ WOMEN-OWNED

*Business Classification definitions can be viewed at http://www.purch.vt.edu/Vendor/class.html

*Is your Classification certified by the Virginia Dept of Minority Business Enterprise? □ Yes □ No

*For assistance with certification questions, please visit: http://www.dmbc.state.va.us/swacert.html

THIS IS NOT AN ORDER
I. PURPOSE:

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide Off-Hours and Holiday Answering Services for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. BACKGROUND:

A. Virginia Tech Schiffer Health Center
1. Virginia Tech Schiffer Health Center (VTSHC) provides outpatient medical care to a client base of approximately 26,000 students during normal working hours and telephone on-call information and referral services after normal work hours.

2. During regular academic sessions, normal working hours for VTSHC are Monday through Friday, 8:00 AM until 5:00 PM, and Saturday, 9:00 AM until 12:00 Noon. During the Summer and University break periods, VTSHC is not open on Saturdays. All other hours remain unchanged.

3. During off-hours, clients who call the central VTSHC number are presented recorded information and a menu of options by a call processor. For emergencies, the caller is instructed to hang up and dial "911" immediately. For less urgent needs, the caller is instructed to press "1", which will forward the caller to the answering service.

4. The type of calls normally forwarded to the answering service will vary widely, but may be broken down into the following two categories:
   a. Problems/questions of a psychological or mental health nature – These issues will be referred by the contractor to a Counselor on Call with the Virginia Tech University Counseling Center from a call list that will be provided by the VTSHC.
   b. Problems/questions of a health nature – These issues will be referred by the contractor to a nurse on call from a call list that will be provided by VTSHC or its contractor for this service.

5. Other call lists for the VTSHC nurse on call and the VTSHC physician on call will be provided. These will rarely be called by the contractor.

6. A decision tree will be provided to the contractor by VTSHC to establish routing of calls. VTSHC anticipates the volume of calls to be between one and five a day.

B. Virginia-Maryland Regional College of Veterinary Medicine

1. The Virginia-Maryland Regional College of Veterinary Medicine (VMRCVM) provides inpatient, outpatient and emergency medical service for client animals throughout Virginia and surrounding states on a 24 hour, 365 days a year basis.

2. During off-hours and holidays when the Veterinary Hospital is closed, clients are automatically switched to an after-hours answering service that pages/calls on-call emergency VMRCVM personnel at their home.

III. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.
Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/register/vendorreg.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

IV. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech’s affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

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

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

V. SCOPE OF SERVICE:

Virginia Tech needs the services of a contractor to provide off-hours and holiday answering services.

A. Virginia Tech Schiffer! Health Center

1. The Contractor shall provide prompt, efficient and courteous responses and referrals to all calls received.

2. The Contractor shall be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

3. Contractor shall maintain accurate up-to-date records and calling lists so that referrals may be made promptly and accurately.

4. VTSHC will set-up the central line to forward to the Contractor upon prompt from the caller. The Contractor shall receive calls from the VTSHC central line during VTSHC off-hours and Holidays when VTSHC is closed. Answering and referral services are not required during open hours at VTSHC.

5. The Contractor shall refer calls as follows:

   a. Problems/questions of a psychological or mental health nature shall be referred by the Contractor to an on-call Counselor of the Virginia Tech University Counseling Center from a call list that will be provided by VTSHC.

   b. Problems/questions of a health nature shall be referred by the Contractor to an on-call nurse for Dial-a-Nurse of Montgomery Regional Hospital from a call list that will be provided by VTSHC or its contractor for this service.
6. The Contractor shall provide local and/or toll free numbers for the Blacksburg area for both calls forwarded from VTSHC and for those persons answering pages.

7. All individuals on-call will be reachable by calling home numbers and/or pagers. Listings of home numbers and/or pagers will be provided to the Contractor.

8. VTSHC reserves the right to modify and/or update calling lists weekly as needed. The Contractor shall not charge Virginia Tech for any updates to the calling list. The Contractor shall accept emergency/last minute changes to the call lists.

9. VTSHC will provide a decision tree to the Contractor. The Contractor shall utilize the decision tree to screen calls and ensure proper routing/forwarding.

10. VTSHC will provide the Contractor with a call list for the VTSHC physician on call. Contacting the VTSHC physician should be a rare occurrence.

11. The Contractor shall not charge any connection fees, deposits, or any other miscellaneous charge not specifically listed in Section IX. Pricing Schedule.

12. Upon written agreement of both parties, additional Virginia Tech departments may be added to any resulting contract. Specifics regarding the service such as: calling lists, decision trees, times, and billing information, will be provided at the time the department is added to the contract. Prices charged to any additional departments shall be at the rates listed in Section IX. Pricing Schedule.

13. The Contractor shall execute a Business Associate Agreement with VTSHC as required under the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that places and outlines restrictions on how the Contractor may use and disclose Protected Health Information to which the Contractor gains access to in the course of providing the required services. Please refer to the sample agreement shown as Attachment D.

14. The Contractor shall provide a detailed call log each morning by email of the previous evening’s calls detailing each call, caller’s full name, caller’s request, contact information, and personnel that were paged/called with times and message delivery information. Weekend or Holiday call logs shall be sent by email on Monday mornings or the next business day after a Holiday.

B. Virginia-Maryland Regional College of Veterinary Medicine

1. The VMRCVM will set up the central phone line to switch to a designated Contractor phone line. The Contractor shall provide prompt, efficient and courteous responses and appropriate referrals to on-call VMRCVM personnel.

2. The Contractor shall be available 24 hours a day, 365 days a year with the understanding that the Contractor will be used for off-hours and holidays when the VMRCVM is unable to provide its own phone service.

3. The Contractor shall provide local and long distance switching when needed to on-call VMRCVM personnel. The VMRCVM will provide the Contractor an on-call schedule (on a daily basis) listing all VMRCVM personnel, their home phone numbers, pager numbers and cell phone numbers of those on-call each evening. This on-call schedule will change daily as to personnel and the Contractor shall not charge for any such changes.

4. The Contractor shall provide a detailed call log each morning by email of the previous evening’s calls detailing each call, caller’s full name, caller’s request, contact information, and personnel that were paged/called with times and message delivery information. Weekend or Holiday call logs shall be sent by email on Monday mornings or the next business day after a Holiday.

VI. METHOD OF PAYMENT:

Virginia Tech shall authorize monthly payment to the contractor after satisfactory delivery of the services and receipt of the contractor’s invoice.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Purchasing website: http://www.purch.vt.edu/Department/WellsOne.html or contact the person in Purchasing identified in the IFB.
VII. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

VIII. CONTRACT ADMINISTRATION:

A. Sheila Walker-Davis, Schiffert Health Center, at Virginia Tech or her designee, shall be identified as the Contract Administrator for Virginia Tech Schiffert Health Center and shall use all powers under the contract to enforce its faithful performance.

B. Ted Smusz, College of Veterinary Medicine, at Virginia Tech or his designee, shall be identified as the Contract Administrator for the Virginia-Maryland Regional College of Veterinary Medicine and shall use all powers under the contract to enforce its faithful performance.

C. The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

IX. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>A.</td>
<td>Flat Rate, or Minute/Call Plan, if Available</td>
<td>Month</td>
<td>$__________</td>
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<td>Includes:</td>
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<tr>
<td>B.</td>
<td>Price Per Call, if Applicable (excluding call plan minutes, if listed above)</td>
<td>Call</td>
<td>$__________</td>
</tr>
<tr>
<td>C.</td>
<td>Price Per Minute, if Applicable (excluding call plan minutes, if listed above)</td>
<td>Minute</td>
<td>$__________</td>
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<td>D.</td>
<td>Other (i.e., Emergency Changes, Holidays, etc.) if Applicable</td>
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<td>Please explain when charges would apply:</td>
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X. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at http://www.purch.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.
ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Bid Evaluation Procedures
Attachment C - Standard Contract Form
Attachment D - Business Associate Agreement (HIPAA)
ATTACHMENT A

TERMS AND CONDITIONS

Bid General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_BID_07272011.pdf

Special Terms and Conditions

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents related to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. AWARD OF CONTRACT: Virginia Tech will make the award on a Quarterly Total basis to the lowest responsive and responsible bidder as determined utilizing the Bid Evaluation Procedures outlined in Attachment B. The Virginia Tech Purchasing Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.

5. BID ACCEPTANCE PERIOD: Any bid received in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

6. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.

7. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8. CONTRACT PERIOD: The contract shall be for a period of one (1) year.

9. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

10. INSURANCE:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGE AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk - Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk - Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All Insurance verifications of insurance will be through a valid insurance certificate.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of and any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and
hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

11. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page
Attention: Name Of Person Signing Bid

If to Virginia Tech:
1. Virginia Polytechnic Institute and State University
   Attn: Roger Gupta VCO
   Purchasing Department (0333)
   270 Southgate Center
   Blacksburg, VA 24061

2. Virginia Polytechnic Institute and State University
   Attn: Sheila Walker-Davis
   Schiffert Health Center
   McComas Hall
   Blacksburg, VA 24061

3. Virginia Polytechnic Institute and State University
   Attn: Ted Smusz
   College of Veterinary Medicine
   Phase III, Duckpond Drive
   Blacksburg, VA 24061

12. PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI-W. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Virginia Tech Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. Contractor shall give not less than 30 days advance notice of any price increase to the Virginia Tech Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The Virginia Tech Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Virginia Tech Purchasing Department.

13. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

14. RENEWAL OF CONTRACT: This contract may be renewed by Virginia Tech upon written agreement of both parties for six (6) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 120 days) prior to the expiration.

15. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

16. SPECIAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
ATTACHMENT B
BID EVALUATION PROCEDURES

BIDDERS SHOULD NOT FILL IN THE BLANK SPACES BELOW. Hypothetical order is only intended to illustrate the evaluation procedure to be utilized.

Bids shall be evaluated on the basis of the lowest quarterly total price from responsive, responsible bidders. The low bidder shall be determined by use of the prices provided by the bidder in Section VIII. PRICING SCHEDULE for the following hypothetical three months:

**Month:**
- **July:**
  - Hours of Service: Monday – Thursday, 5PM to 8AM; and Friday 5PM to Monday 8AM.
  - Holiday: July 4th the answering service had the phone all day.
  - Number of Calls for the Month: 85 calls
  - Number of Minutes for the Month: 74 minutes

- **August:**
  - Hours of Service: Monday – Thursday, 5PM to 8AM; Friday 5PM to Monday 8AM for all weekends, except for Saturday August 30 when service was active Friday (8/29) 5PM to Saturday (8/30) 9AM, resuming on Saturday (8/30) at Noon for the remainder of the weekend.
  - Holiday: None
  - Number of Calls for the Month: 95 calls
  - Number of Minutes for the Month: 100 minutes

- **September:**
  - Hours of Service: Monday – Thursday, 5PM to 8AM, Friday 5PM to Saturday 9AM, Saturday Noon to Monday 8AM.
  - Holiday: September 1st the answering service has the phone all day.
  - Number of Calls for the Month: 150 calls
  - Number of Minutes for the Month: 125 minutes

**Summary of Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>July Charges</th>
<th>August Charges</th>
<th>September Charges</th>
</tr>
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<tbody>
<tr>
<td>Flat Rate/Call Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Price Per Call (excluding call plan minutes, if listed above)</td>
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<tr>
<td>Price Per Minute (excluding call plan minutes, if listed above)</td>
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<tr>
<td>Other (i.e., Emergency Changes, Holidays, etc.) if Applicable</td>
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<tr>
<td>Please explain when charges would apply:</td>
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<tr>
<td>Monthly Total:</td>
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</table>

Quarterly Total (Sum of charges for July, August, September): $
ATTACHMENT C

Standard Contract form for reference only
Bidders do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: ____________________

This contract entered into this ______ day of ___________ 20____, by ______________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From __________________ through__________________________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid Number ______ dated ______, together with all written modifications thereof and the bid submitted by the Contractor dated ______, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: ____________________________ By: ____________________________

Title: ____________________________
This business associate agreement ("Agreement"), is made and entered into on _____________ by and between __________________________ (city), ____________ (state) ("Business Associate") and Virginia Polytechnic Institute and State University; Schiffert Center; Blacksburg, Virginia ("Covered Entity") (each a "Party" and collectively the "Parties").

TERMS

In an effort to comply with the privacy and confidentiality requirements provided in the rules promulgated under the Health Insurance Portability and Accountability Act of 1996, and as amended from time to time ("HIPAA"), the parties hereby agree to the following:

1. DEFINITIONS. Unless otherwise defined herein, all terms used herein shall have the meanings ascribed to them in the Agreement.

   1.1 Health Care Operations shall have the meaning defined in 45 C.F.R. § 164.501, as currently drafted and subsequently amended.

   1.2 Protected Health Information ("PHI") shall have the meaning defined in 45 C.F.R. § 164.501, as currently drafted and subsequently amended.

2. PERMISSIVE USES OF PHI BY BUSINESS ASSOCIATE

   2.1 Services. Except as otherwise specified herein, Business Associate may obtain, access, receive and use PHI in order to perform its obligations relating to providing clinical pathology services for the Schiffert Health Center.

   Business Associate hereby represents that it does not create, collect, compile or maintain PHI in any form in connection with the services provided between the parties. Any PHI that Business Associate may access in performing its obligations shall be held in strict confidence and shall not be further used or disclosed unless otherwise permitted in this Agreement. All other uses not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by the Covered Entity.

   2.2 Activities. Unless otherwise limited herein, Business Associate may:

       a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses do not violate state and/or federal confidentiality laws.

       b. disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, (i) that the disclosures are required by law, or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI.

       c. aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity.

       d. de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b).

3. RESPONSIBILITIES WITH RESPECT TO PHI
3. Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to:

a. report to Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which it becomes aware within fifteen (15) days of Business Associate’s discovery of such unauthorized use and/or disclosure.

b. establish procedures to safeguard against improper uses and disclosures of PHI.

c. use commercially reasonable efforts to maintain the security of the PHI and to prevent its unauthorized use and/or disclosure.

d. require all of its subcontractors and agents that receive, use or have access to PHI under this Agreement to agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate.

e. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Secretary of HHS for purposes of determining Covered Entity’s compliance with HIPAA, subject to applicable legal privileges.

f. notify Covered Entity within five (5) business days if any individual requests access to his or her own PHI from Business Associate when Business Associate maintains any PHI relating to such individual. Following receipt of such notice, Covered Entity shall handle such request.

g. incorporate amendments into the PHI as directed by Covered Entity within five (5) business days of receipt of a request from Covered Entity when Business Associate maintains any PHI relating to such individual. If any individual submits to Business Associate a request to amend his or her own PHI, Business Associate shall, within five (5) business days, notify Covered Entity of the details of such request. Following receipt of such notice, Covered Entity shall handle such request.

h. within ten (10) days of Covered Entity’s notice to Business Associate of a request from an individual for an accounting of disclosures of his or her PHI, make available to Covered Entity such information as is in Business Associate’s possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective immediately and shall continue in effect as long as Business Associate provides Covered Entity the services outlined in Subsection 2.1, unless terminated as provided in Subsection 4.2.

4.2 Termination by Covered Entity. Covered Entity may terminate the Agreement and any related agreements/amendments if it makes the determination that Business Associate has breached a material term of this Agreement and has provided Business Associate an opportunity to cure said alleged breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement.

4.3 Effect of Termination. Upon termination of the Agreement, Business Associate agrees to return or destroy all PHI and retain no copies thereof, if it is feasible to do so, within sixty (60) days of the expiration or termination of the Agreement. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate shall notify Covered Entity in writing that it has determined that it is infeasible to return or destroy the PHI and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate’s use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors’ and/or agents’ use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. MISCELLANEOUS
5.1 **Superceding Effect.** Should the terms of this Agreement conflict with the terms of the contract between Business Associate and Covered Entity, the terms for more stringent protections of PHI shall apply.

5.2 **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

5.3 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under Subsection 4.3 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date to amend all agreements between the Parties for which the provisions herein apply.

**BUSINESS ASSOCIATE**

Virginia Polytechnic Institute and State University, Schiffer! Health Center

<table>
<thead>
<tr>
<th>Print Name: ___ ___</th>
<th>Print Name: Kanitta Charoensiri, D.O.</th>
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<tbody>
<tr>
<td>Print Title: ___ ___</td>
<td>Print Title: Director, Schiffer! Health Center</td>
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<td>Date: ___ ___</td>
<td>Date: ___ ___</td>
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**COVERED ENTITY**
1. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the American Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4343.1 E. of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over $10,000, the provisions in A. and B. below apply:
A. During the performance of this contract, the Contractor agrees as follows:
1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.

3. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

4. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.

5. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:
1) By mutual agreement between the parties in writing; or
2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.

6. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring
submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing’s decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

7. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8. COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Purchasing Department or by accessing URL http://www.purch.vt.edu on the Web.

9. CONFLICT OF INTEREST: Virginia Tech is a public university, subject to the laws of the Commonwealth of Virginia. Among these are the State and Local Government Conflict of Interests Act (The Act). The Act can be accessed via http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-3100. You may wish to consult the provisions of The Act before submitting a response to the Invitation for Bid. Additionally, by submitting a bid or by entering into any resulting contract, the bidder certifies that it is in full compliance with the provisions of The Act as to this bid.

10. CONTRACT PARTICIPATION: Any public body, public or private health or educational institutions, or Virginia Tech’s affiliated corporations and/or partnerships may access any resulting contract/purchase order if authorized by the contractor. Participating entities shall place their own order(s) directly with the Contractor and shall fully and independently administer their use of the contract/purchase order to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract/purchase order. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract/purchase order no matter the circumstances.

11. DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

12. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.

13. DRUG-FREE WORKPLACE: In every contract over $10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

14. EO/AA STATEMENT: Virginia Tech, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.

15. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

16. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the bid being rejected.

17. FACSIMILE BIDS: Facsimile unsealed bids received in the Virginia Tech Purchasing Department prior to the time and date designated for bid submission will be accepted. For sealed bid programs, a bidder may fax a bid to a non-Virginia Tech third party, who in turn must deliver it to the Purchasing Department in a sealed envelope before the bid due date and time.
18. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, the bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

19. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

20. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

21. LATE BIDS: To be considered for selection, bids must be received by the Virginia Tech Purchasing Department (0333), Room 270 Southgate Center, Blacksburg, Virginia 24061, by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the Virginia Tech Purchasing Department. Bids received in the Virginia Tech Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intruniversity mail system, or another means of delivery. It is the sole responsibility of the bidder to ensure that its bid reaches the Virginia Tech Purchasing Department by the designated date and hour.

22. MANDATORY USE OF VIRGINIA TECH FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official Virginia Tech form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, Virginia Tech may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

23. NONDISCRIMINATION OF CONTRACTORS: A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of (the “Technology”) Virginia Tech shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
(ii) the Technology equipped for nonvisual access shall be compatible with the information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees among employees, program participants or the public; and
(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual a equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

25. PARKING PERMITS: Virginia Tech Parking Services requires the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at http://www.parking.vt.edu/vbc.htm or by calling Parking Services at (540) 231-3200.

26. PAYMENT:
A. TO PRIME CONTRACTOR:
1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

B. TO SUBCONTRACTORS:
1) A contractor awarded a contract under this solicitation is hereby obligated:
   a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   b) To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

27. PRECEDENCE OF TERMS: Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

28. PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be publicly posted on the DGS/DPS eVA web site www.eva.state.va.us. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

29. QUALIFICATIONS OF BIDDERS: Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Virginia Tech further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Virginia Tech that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

30. SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
A. Virginia Tech has developed a "SWAM" plan for increasing procurement from small, women-owned, and minority-owned (SWAM) business. Virginia Tech's SWAM subcontracting aspirational goals are as follows:

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<th>Category</th>
<th>Goal</th>
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<tbody>
<tr>
<td>Small</td>
<td>26.63%</td>
</tr>
<tr>
<td>Woman-owned</td>
<td>5.55%</td>
</tr>
<tr>
<td>Minority-owned</td>
<td>2.25%</td>
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<tr>
<td>Total SWAM</td>
<td>34.43%</td>
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B. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the Owner at a minimum the following information: name of firm, DMBE SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors must be certified with the Department of Minority Business Enterprise (DMBE) http://www.dmbe.state.va.us.

C. Definitions:
1. Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
2. **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

3. **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

4. **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
   a. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
   b. “Asian American” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samos, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
   c. “Hispanic American” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
   d. “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

D. All Small, Woman-owned, Minority-owned and Disabled Veteran-owned businesses who meet the definition established by the Code of Virginia as certifiable are strongly encouraged to obtain certification with the Commonwealth of Virginia Department of Minority Business Enterprises.

31. **SUPREMACY CLAUSE**: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in Virginia Tech's bid prevail over contrary terms and conditions contained in the bidder's response.

32. **TAXES**: Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

33. **TESTING AND INSPECTION**: Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

34. **TRANSPORTATION AND PACKAGING**: By submitting their bids, all bidders certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

35. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

Electronically available from 07/27/2011 until present
**INVITATION FOR UNSEALED BID # 0023312 THIS IS NOT AN ORDER**

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**
**PURCHASING DEPARTMENT (0333)**
**270 SOUTHGATE CENTER**
**BLACKSBURG, VA 24061**

**DATE** | **BID RETURN DATE AND HOUR** | **BID OPENING DATE AND HOUR**
---|---|---
August 22, 2012 |  | September 14, 2012 5PM

**BIDDERS ADDRESS**

6959 Golden Ring Rd
Baltimore MD 21237

Email: Elizabeth.healy@answernet.com
Phone: 410·6311612

**ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:**
Roger Gupta, VCO
Contracts Officer/Buyer Senior
E-MAIL ADDRESS: ragupta@vt.edu
TELEPHONE NUMBER (540) 231-4177
FAX NUMBER (540) 231-9628
AFTER HOUR MESSAGES (540) 231-6221

**COMMODITY: Off-Hours and Holiday Answering Services SEE ATTACHED**

**SPECIAL INSTRUCTIONS**

1. Responses must be submitted on this form and the attachment(s) provided.
2. Facsimile unsealed bids received in the Virginia Tech Purchasing Department prior to the time and date designated for bid submission will be accepted.
3. Responses should be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University, Purchasing Department (0333), 270 Southgate Center, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
7. Any ADDENDUM issued for this solicitation may be accessed at http://www.purch.vt.edu/html/docs/bidis.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the website regularly.
8. Bidders must take cognizance of the fees associated with the eVA Business-to-Government Vendor Registration requirement described herein and at http://www.eva.state.va.us/ and submit prices accordingly.

**CERTIFICATION:** IN ACCORDANCE WITH THIS INVITATION FOR UNSEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.purch.vt.edu/html/docs/terms!GTC_BID_07272011.pdf, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signius Investment Corporation</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
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</tbody>
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<table>
<thead>
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</tr>
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<tbody>
<tr>
<td>ANSWMERET</td>
<td>[Redacted]</td>
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</tbody>
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<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER (If different than ID# above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Redacted] 6959 Golden Ring Road Baltimore, Maryland 21237-3033</td>
<td>[Redacted]</td>
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</table>

<table>
<thead>
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<th>PAYMENT ADDRESS</th>
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</thead>
<tbody>
<tr>
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<td>6959 Golden Ring Road Baltimore, Maryland 21237-3033</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Elizabeth.healy@answernet.com">Elizabeth.healy@answernet.com</a></td>
<td>410·6311612</td>
<td>800·8618101</td>
<td>410·918·0461</td>
</tr>
</tbody>
</table>

**BUSINESS CLASSIFICATION**

- □ LARGE
- □ SMALL
- □ MINORITY-OWNED
- □ WOMEN-OWNED

*Business Classification definitions can be viewed at [http://www.purch.vt.edu/VendorClassifications.htm](http://www.purch.vt.edu/VendorClassifications.htm)*

*Is your Classification certified by the Virginia Dept of Minority Business Enterprise? [ ] Yes [ ] No If Yes, provide Certification Number:

*For assistance with certification questions, please visit: [http://www.dmbe.state.va.us/certcenter.htm](http://www.dmbe.state.va.us/certcenter.htm)*

**THIS IS NOT AN ORDER**
I. PURPOSE:

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide Off-Hours and Holiday Answering Services for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. BACKGROUND:

A. Virginia Tech Schiffer Health Center

1. Virginia Tech Schiffer Health Center (VTSHC) provides outpatient medical care to a client base of approximately 26,000 students during normal working hours and telephone on-call information and referral services after normal work hours.

2. During regular academic sessions, normal working hours for VTSHC are Monday through Friday, 8:00 AM until 5:00 PM, and Saturday, 9:00 AM until 12:00 Noon. During the Summer and University break periods, VTSHC is not open on Saturdays. All other hours remain unchanged.

3. During off-hours, clients who call the central VTSHC number are presented recorded information and a menu of options by a call processor. For emergencies, the caller is instructed to hang up and dial “911” immediately. For less urgent needs, the caller is instructed to press “1”, which will forward the caller to the answering service.

4. The type of calls normally forwarded to the answering service will vary widely, but may be broken down into the following two categories:

a. Problems/questions of a psychological or mental health nature – These issues will be referred by the contractor to a Counselor on Call with the Virginia Tech University Counseling Center from a call list that will be provided by the VTSHC.

b. Problems/questions of a health nature – These issues will be referred by the contractor to a nurse on call from a call list that will be provided by VTSHC or its contractor for this service.

5. Other call lists for the VTSHC nurse on call and the VTSHC physician on call will be provided. These will rarely be called by the contractor.

6. A decision tree will be provided to the contractor by VTSHC to establish routing of calls. VTSHC anticipates the volume of calls to be between one and five a day.

B. Virginia-Maryland Regional College of Veterinary Medicine

1. The Virginia-Maryland Regional College of Veterinary Medicine (VMRCVM) provides inpatient, outpatient and emergency medical service for client animals throughout Virginia and surrounding states on a 24 hour, 365 days a year basis.

2. During off-hours and holidays when the Veterinary Hospital is closed, clients are automatically switched to an after-hours answering service that pages/calls on-call emergency VMRCVM personnel at their home.

III. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.
Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/register/vendorreg.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

IV. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

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

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

V. SCOPE OF SERVICE:

Virginia Tech needs the services of a contractor to provide off-hours and holiday answering services.

A. Virginia Tech Schiffer Health Center

1. The Contractor shall provide prompt, efficient and courteous responses and referrals to all calls received.

2. The Contractor shall be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

3. Contractor shall maintain accurate up-to-date records and calling lists so that referrals may be made promptly and accurately.

4. VTSHC will set-up the central line to forward to the Contractor upon prompt from the caller. The Contractor shall receive calls from the VTSHC central line during VTSHC off-hours and Holidays when VTSHC is closed. Answering and referral services are not required during open hours at VTSHC.

5. The Contractor shall refer calls as follows:

   a. Problems/questions of a psychological or mental health nature shall be referred by the Contractor to an on-call Counselor of the Virginia Tech University Counseling Center from a call list that will be provided by VTSHC.

   b. Problems/questions of a health nature shall be referred by the Contractor to an on-call nurse for Dial-a-Nurse of Montgomery Regional Hospital from a call list that will be provided by VTSHC or its contractor for this service.
6. The Contractor shall provide local and/or toll free numbers for the Blacksburg area for both calls forwarded from VTSHC and for those persons answering pages.

7. All individuals on-call will be reachable by calling home numbers and/or pagers. Listings of home numbers and/or pagers will be provided to the Contractor.

8. VTSHC reserves the right to modify and/or update calling lists weekly as needed. The Contractor shall not charge Virginia Tech for any updates to the calling list. The Contractor shall accept emergency/last minute changes to the call lists.

9. VTSHC will provide a decision tree to the Contractor. The Contractor shall utilize the decision tree to screen calls and ensure proper routing/forwarding.

10. VTSHC will provide the Contractor with a call list for the VTSHC physician on call. Contacting the VTSHC physician should be a rare occurrence.

11. The Contractor shall not charge any connection fees, deposits, or any other miscellaneous charge not specifically listed in Section IX. Pricing Schedule.

12. Upon written agreement of both parties, additional Virginia Tech departments may be added to any resulting contract. Specifics regarding the service such as: calling lists, decision trees, times, and billing information, will be provided at the time the department is added to the contract. Prices charged to any additional departments shall be at the rates listed in Section IX. Pricing Schedule.

13. The Contractor shall execute a Business Associate Agreement with VTSHC as required under the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that places and outlines restrictions on how the Contractor may use and disclose Protected Health Information to which the Contractor gains access to in the course of providing the required services. Please refer to the sample agreement shown as Attachment D.

14. The Contractor shall provide a detailed call log each morning by email of the previous evening's calls detailing each call, caller's full name, caller's request, contact information, and personnel that were paged/called with times and message delivery information. Weekend or Holiday call logs shall be sent by email on Monday mornings or the next business day after a Holiday.

B. Virginia-Maryland Regional College of Veterinary Medicine

1. The VMRCVM will set up the central phone line to switch to a designated Contractor phone line. The Contractor shall provide prompt, efficient and courteous responses and appropriate referrals to on-call VMRCVM personnel.

2. The Contractor shall be available 24 hours a day, 365 days a year with the understanding that the Contractor will be used for off-hours and holidays when the VMRCVM is unable to provide its own phone service.

3. The Contractor shall provide local and long distance switching when needed to on-call VMRCVM personnel. The VMRCVM will provide the Contractor an on-call schedule (on a daily basis) listing all VMRCVM personnel, their home phone numbers, pager numbers and cell phone numbers of those on-call each evening. This on-call schedule will change daily as to personnel and the Contractor shall not charge for any such changes.

4. The Contractor shall provide a detailed call log each morning by email of the previous evening’s calls detailing each call, caller’s full name, caller’s request, contact information, and personnel that were paged/called with times and message delivery information. Weekend or Holiday call logs shall be sent by email on Monday mornings or the next business day after a Holiday.

VI. METHOD OF PAYMENT:

Virginia Tech shall authorize monthly payment to the contractor after satisfactory delivery of the services and receipt of the contractor's invoice.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Purchasing website: http://www.purch.vt.edu/Department/WellsOne.html or contact the person in Purchasing identified in the IFB.
VII. INVOICES:
Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

VIII. CONTRACT ADMINISTRATION:
A. Sheila Walker-Davis, Schiffert Health Center, at Virginia Tech or her designee, shall be identified as the Contract Administrator for Virginia Tech Schiffert Health Center and shall use all powers under the contract to enforce its faithful performance.

B. Ted Smusz, College of Veterinary Medicine, at Virginia Tech or his designee, shall be identified as the Contract Administrator for the Virginia-Maryland Regional College of Veterinary Medicine and shall use all powers under the contract to enforce its faithful performance.

C. The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness, and quality of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

IX. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Flat Rate, if Minute/Call Plan, if Available per minute billable and calculated in 6 second increments.</td>
<td>Month 550 minutes for both accounts</td>
<td>$0.85 per minute</td>
</tr>
<tr>
<td>B.</td>
<td>Price Per Call, if Applicable (excluding call plan minutes, if listed above)</td>
<td>Call</td>
<td>$</td>
</tr>
<tr>
<td>C.</td>
<td>Price Per Minute, if Applicable (excluding call plan minutes, if listed above)</td>
<td>Overage over the allotted 550 minutes</td>
<td>$0.85 per minute</td>
</tr>
<tr>
<td>D.</td>
<td>Other (i.e., Emergency Changes, Holidays, etc.) if Applicable</td>
<td>No Cost</td>
<td>No Cost</td>
</tr>
<tr>
<td></td>
<td>8 holidays per year</td>
<td>Emergency forwarding</td>
<td>No Cost</td>
</tr>
</tbody>
</table>

X. ADDENDUM:
Any ADDENDUM issued for this solicitation may be accessed at http://www.purch.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XI. TERMS AND CONDITIONS:
This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.
XII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Bid Evaluation Procedures
Attachment C - Standard Contract Form
Attachment D - Business Associate Agreement (HIPAA)
 ATTACHMENT A

TERMS AND CONDITIONS

Bid General Terms and Conditions


Special Terms and Conditions

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. AWARD OF CONTRACT: Virginia Tech will make the award on a Quarterly Total basis to the lowest responsive and responsible bidder as determined utilizing the Bid Evaluation Procedures outlined in Attachment B. The Virginia Tech Purchasing Department also reserves the right to reject any or all bids, in whole or in part, to waive irregularities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.

5. BID ACCEPTANCE PERIOD: Any bid received in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

6. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.

7. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8. CONTRACT PERIOD: The contract shall be for a period of one (1) year.

9. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

10. INSURANCE:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker’s Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor’s Liability, Owner’s and Contractor’s Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker’s Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and
hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

11. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page
Attention: Name Of Person Signing Bid

If to Virginia Tech:
1. Virginia Polytechnic Institute and State University
   Attn: Roger Gupta VCO
   Purchasing Department (0333)
   270 Southgate Center
   Blacksburg, VA 24061

2. Virginia Polytechnic Institute and State University
   Attn: Sheila Walker-Davis
   Schiffert Health Center
   McComas Hall
   Blacksburg, VA 24061

3. Virginia Polytechnic Institute and State University
   Attn: Ted Smusz
   College of Veterinary Medicine
   Phase III, Duckpond Drive
   Blacksburg, VA 24061

12. PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI-W. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Virginia Tech Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech.

   Contractor shall give not less than 30 days advance notice of any price increase to the Virginia Tech Purchasing Department. Any approved price changes shall be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

   The Virginia Tech Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Virginia Tech Purchasing Department.

13. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

14. RENEWAL OF CONTRACT: This contract may be renewed by Virginia Tech upon written agreement of both parties for six (6) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 120 days) prior to the expiration.

15. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

16. SPECIAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
ATTACHMENT B
BID EVALUATION PROCEDURES

BIDDERS SHOULD NOT FILL IN THE BLANK SPACES BELOW. Hypothetical order is only intended to illustrate the evaluation procedure to be utilized.

Bids shall be evaluated on the basis of the lowest quarterly total price from responsive, responsible bidders. The low bidder shall be determined by use of the prices provided by the bidder in Section VIII. PRICING SCHEDULE for the following hypothetical three months:

<table>
<thead>
<tr>
<th>Month</th>
<th>Hours of Service</th>
<th>Holiday</th>
<th>Number of Calls for the Month</th>
<th>Number of Minutes for the Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>Monday – Thursday, 5PM to 6AM; and Friday 5PM to Monday 8AM.</td>
<td>July 4th the answering service had the phone all day.</td>
<td>85 calls</td>
<td>74 minutes</td>
</tr>
<tr>
<td>August</td>
<td>Monday – Thursday, 5PM to 8AM; Friday 5PM to Monday 8AM for all weekends, except for Saturday August 30 when service was active Friday (8/29) 5PM to Saturday (8/30) 9AM, resuming on Saturday (8/30) at Noon for the remainder of the weekend.</td>
<td>None</td>
<td>95 calls</td>
<td>100 minutes</td>
</tr>
<tr>
<td>September</td>
<td>Monday – Thursday, 5PM to 8AM, Friday 5PM to Saturday 9AM, Saturday Noon to Monday 8AM.</td>
<td>September 1st the answering service has the phone all day.</td>
<td>150 calls</td>
<td>125 minutes</td>
</tr>
</tbody>
</table>

**Summary of Charges**

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<tr>
<th>Description</th>
<th>July Charges</th>
<th>August Charges</th>
<th>September Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Rate/Call Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Price Per Call (excluding call plan minutes, if listed above)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Price Per Minute (excluding call plan minutes, if listed above)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other (i.e., Emergency Changes, Holidays, etc.) if Applicable Please explain when charges would apply:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Total:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Quarterly Total (Sum of charges for July, August, September): $
ATTACHMENT C

Standard Contract form for reference only
Bidders do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: ______________

This contract entered into this ___ day of __________ 20__, by ____________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the ______ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From ______________ through ______________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid Number __________, dated __________, together with all written modifications thereof and the bid submitted by the Contractor dated __________, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: ___________________________ By: ___________________________

Title: __________________________

This business associate agreement ("Agreement"), is made and entered into on ___________by and between ___________, ___________(city), ___________(state) ("Business Associate") and Virginia Polytechnic Institute and State University; Schiffer! Center; Blacksburg, Virginia ("Covered Entity") (each a "Party" and collectively the "Parties").

TERMS

In an effort to comply with the privacy and confidentiality requirements provided in the rules promulgated under the Health Insurance Portability and Accountability Act of 1996, and as amended from time to time ("HIPAA"), the parties hereby agree to the following:

1. DEFINITIONS. Unless otherwise defined herein, all terms used herein shall have the meanings ascribed to them in the Agreement.

   1.1 Health Care Operations shall have the meaning defined in 45 C.F.R. § 164.501, as currently drafted and subsequently amended.

   1.2 Protected Health Information ("PHI") shall have the meaning defined in 45 C.F.R. § 164.501, as currently drafted and subsequently amended.

2. PERMISSIVE USES OF PHI BY BUSINESS ASSOCIATE

2.1 Services. Except as otherwise specified herein, Business Associate may obtain, access, receive and use PHI in order to perform its obligations relating to providing clinical pathology services for the Schiffer Health Center.

Business Associate hereby represents that it does not create, collect, compile or maintain PHI in any form in connection with the services provided between the parties. Any PHI that Business Associate may access in performing its obligations shall be held in strict confidence and shall not be further used or disclosed unless otherwise permitted in this Agreement. All other uses not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by the Covered Entity.

2.2 Activities. Unless otherwise limited herein, Business Associate may:

   a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses do not violate state and/or federal confidentiality laws.

   b. disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, (i) that the disclosures are required by law, or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI.

   c. aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity.

   d. de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b).

3. RESPONSIBILITIES WITH RESPECT TO PHI
Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to:

a. report to Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which it becomes aware within fifteen (15) days of Business Associate's discovery of such unauthorized use and/or disclosure.

b. establish procedures to safeguard against improper uses and disclosures of PHI.

c. use commercially reasonable efforts to maintain the security of the PHI and to prevent its unauthorized use and/or disclosure.

d. require all of its subcontractors and agents that receive, use or have access to PHI under this Agreement to agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate.

e. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA, subject to applicable legal privileges.

f. notify Covered Entity within five (5) business days if any individual requests access to his or her own PHI from Business Associate when Business Associate maintains any PHI relating to such individual. Following receipt of such notice, Covered Entity shall handle such request.

g. incorporate amendments into the PHI as directed by Covered Entity within five (5) business days of receipt of a request from Covered Entity when Business Associate maintains any PHI relating to such individual. If any individual submits to Business Associate a request to amend his or her own PHI, Business Associate shall, within five (5) business days, notify Covered Entity of the details of such request. Following receipt of such notice, Covered Entity shall handle such request.

h. within ten (10) days of Covered Entity's notice to Business Associate of a request from an individual for an accounting of disclosures of his or her PHI, make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective immediately and shall continue in effect as long as Business Associate provides Covered Entity the services outlined in Subsection 2.1, unless terminated as provided in Subsection 4.2.

4.2 Termination by Covered Entity. Covered Entity may terminate the Agreement and any related agreements/amendments if it makes the determination that Business Associate has breached a material term of this Agreement and has provided Business Associate an opportunity to cure said alleged breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement.

4.3 Effect of Termination. Upon termination of the Agreement, Business Associate agrees to return or destroy all PHI and retain no copies thereof, if it is feasible to do so, within sixty (60) days of the expiration or termination of the Agreement. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate shall notify Covered Entity in writing that it has determined that it is infeasible to return or destroy the PHI and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. MISCELLANEOUS
5.1 **Superceding Effect.** Should the terms of this Agreement conflict with the terms of the contract between Business Associate and Covered Entity, the terms for more stringent protections of PHI shall apply.

5.2 **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

5.3 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under Subsection 4.3 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date to amend all agreements between the Parties for which the provisions herein apply.

**BUSINESS ASSOCIATE**

Virginia Polytechnic Institute and State University,
Schiffer Health Center

Print Name: ___
Print Title: ___
Date: ___

**COVERED ENTITY**

Print Name: Kanitta Charoensiri, D.O.
Print Title: Director, Schiffer Health Center
Date: ___
ATTACHMENT B
BID EVALUATION PROCEDURES

BIDDERS SHOULD NOT FILL IN THE BLANK SPACES BELOW. Hypothetical order is only intended to illustrate the evaluation procedure to be utilized.

Bids shall be evaluated on the basis of the lowest quarterly total price from responsive, responsible bidders. The low bidder shall be determined by use of the prices provided by the bidder in Section VIII. **PRICING SCHEDULE** for the following hypothetical three months:

<table>
<thead>
<tr>
<th>Month</th>
<th>Hours of Service</th>
<th>Holiday</th>
<th>Number of Calls for the Month</th>
<th>Number of Minutes for the Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>Monday – Thursday, 5PM to 8AM; and Friday 5PM to Monday 8AM.</td>
<td>July 4th the answering service had the phone all day.</td>
<td>85 calls</td>
<td>74 minutes</td>
</tr>
<tr>
<td>August</td>
<td>Monday – Thursday, 5PM to 8AM; Friday 5PM to Monday 8AM for all weekends, except for Saturday August 30 when service was active Friday (8/29) 5PM to Saturday (8/30) 9AM, resuming on Saturday (8/30) at Noon for the remainder of the weekend.</td>
<td>None</td>
<td>95 calls</td>
<td>100 minutes</td>
</tr>
<tr>
<td>September</td>
<td>Monday – Thursday, 5PM to 8AM, Friday 5PM to Saturday 9AM, Saturday Noon to Monday 8AM.</td>
<td>September 1st the answering service has the phone all day.</td>
<td>150 calls</td>
<td>125 minutes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>July Charges</th>
<th>August Charges</th>
<th>September Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Rate/Call Plan</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Price Per Call (excluding call plan minutes, if listed above)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Price Per Minute (excluding call plan minutes, if listed above)</td>
<td>$.83 x 74 minutes = $61.42</td>
<td>$.83 x 100 minutes = $83.00</td>
<td>$.83 x 125 minutes =</td>
</tr>
<tr>
<td>Other (i.e., Emergency Changes, Holidays, etc.) if Applicable</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please explain when charges would apply:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary of Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>July Charges</th>
<th>August Charges</th>
<th>September Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Total:</td>
<td>$61.42</td>
<td>$83.00</td>
<td>$103.75</td>
</tr>
</tbody>
</table>

Quarterly Total (Sum of charges for July, August, September): $ 248.17
This business associate agreement ("Agreement"), is made and entered into on 15 October 2012 by and between Answernet, Inc., Baltimore, Maryland ("Business Associate") and Virginia Polytechnic Institute and State University, Schiffert Center, Blacksburg, Virginia ("Covered Entity") (each a "Party" and collectively the "Parties").

TERMS

In an effort to comply with the privacy and confidentiality requirements provided in the rules promulgated under the Health Insurance Portability and Accountability Act of 1996, and as amended from time to time ("HIPAA"), the parties hereby agree to the following:

1. DEFINITIONS. Unless otherwise defined herein, all terms used herein shall have the meanings ascribed to them in the Agreement.

   1.1 Health Care Operations shall have the meaning defined in 45 C.F.R. § 164.501, as currently drafted and subsequently amended.

   1.2 Protected Health Information ("PHI") shall have the meaning defined in 45 C.F.R. § 164.501, as currently drafted and subsequently amended.

2. PERMISSIVE USES OF PHI BY BUSINESS ASSOCIATE.

2.1 Services. Except as otherwise specified herein, Business Associate may obtain, access, receive and use PHI in order to perform its obligations relating to providing clinical pathology services for the Schiffert Health Center.

Business Associate hereby represents that it does not create, collect, compile or maintain PHI in any form in connection with the services provided between the parties. Any PHI that Business Associate may access in performing its obligations shall be held in strict confidence and shall not be further used or disclosed unless otherwise permitted in this Agreement. All other uses not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by the Covered Entity.

2.2 Activities. Unless otherwise limited herein, Business Associate may:

   a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses do not violate state and/or federal confidentiality laws.

   b. disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, (i) that the disclosures are required by law, or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI.

   c. aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities,
termination of the Agreement. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate shall notify Covered Entity in writing that it has determined that it is infeasible to return or destroy the PHI and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is not feasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors’ and/or agents' use and/ or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. MISCELLANEOUS

5.1 Superceding Effect. Should the terms of this Agreement conflict with the terms of the contract between Business Associate and Covered Entity, the terms for more stringent protections of PHI shall apply.

5.2 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

5.3 Survival. The respective rights and obligations of Business Associate and Covered Entity under Subsection 4.3 shall survive termination of this Agreement.

Notwithstanding anything herein to the contrary, the purpose of this agreement is to comply and ensure compliance with HIPAA. Anything contained in this agreement not required by HIPAA shall not be applicable to this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date to amend all agreements between the Parties for which the provisions herein apply.

BUSINESS ASSOCIATE

Answernet, Inc.

Signature: [signature]
Print Name: [print name]
Print Title: General Manager
Date: 10/8/12

COVERED ENTITY

Virginia Polytechnic Institute and State University, Schiffert Health Center

Signature: [signature]
Print Name: Kanitta Charoensiri, D.O., M.B.A.
Print Title: Director, Schiffert Health Center
Date: 27 September 2012