



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

1719006
Department Log Number

1. **CONTRACT NAME:** The name of this contract is School-Based Skills Development-Utah Schools for the Deaf and Blind Amendment 1.
2. **CONTRACTING PARTIES:** This agreement is between the Utah Department of Health (DEPARTMENT) and UTAH SCHOOLS FOR THE DEAF AND THE BLIND (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** To update the documentation requirements that the School Districts must adhere to when billing for services rendered under the School-Based Skills Development Program.
4. **CHANGES TO CONTRACT:**
 1. The original Attachment B has been replaced by the updated Attachment B.

All other conditions and terms in the original contract and previous amendments remain the same.
5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 05/01/2017
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

**Contract with Utah Department of Health and UTAH SCHOOLS FOR THE DEAF AND THE BLIND,
Log # 1719006**

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By:  6/26/2017
Joel Coleman
Superintendent
Date

By: _____
Shari A. Watkins, C.P.A.
Director, Office of Fiscal
Operations
Date

Special Provisions- Attachment B

Article 1- Introductory Provisions

1.1 Parties

This Contract is between the Utah Department of Health, by and through the Division of Medicaid and Health Financing hereinafter referred to as Department, and the Utah School for the Deaf and Blind, hereinafter referred to as Contractor. Together, the Department and Contractor shall be referred to as the "Parties."

1.2 Notices

(1) Any notices that are permitted or required under this Contract shall be in writing and shall be transmitted through either:

- (A) Certified or registered United States mail, return receipt requested;
- (B) Personal Delivery;
- (C) Expedited Delivery Service.

(2) In addition to the notice requirements set out in Paragraph 7 of page 1, the cover page, of this Contract, Notices shall be addressed to the following

Department (if by mail):
Utah Department of Health, Medicaid and Health Financing
Director, Bureau of Managed Health Care
P.O. Box 143108
Salt Lake City, UT 84114

Department (if in Person):
Utah Department of Health, Medicaid and Health Financing
Director, Bureau of Managed Health Care
288 North 1460 West
Salt Lake City, UT 84114

Contractor
Joel Coleman

742 Harrison Blvd

Ogden, UT 84404

Article 2—Acronyms and Definitions

The following definitions apply in this Attachment B:

"Act" means the Medicaid program set out in Title XIX of the Social Security Act.

“Administrative Claiming” means reporting salary costs, fringe benefits, and other direct and indirect allocations, on all staff involved with the School-Based Skills Development Program, in a specified format, for the purpose of receiving reimbursement for administering and implementing the program.

“Claim” includes (1) a bill for services, (2) a line item of services, or (3) all services for one Enrollee within a bill.

“Clean Claims” means claims that can be processed by the Department without obtaining additional information from the Contractor.

“Contractor” means the “Subrecipient” as used in Attachment A of this Agreement.

“Exclusion or Excluded” means that the items or services furnished by a specific Provider who has defrauded or abused the Medicaid program will not be reimbursed under Medicaid.

“FFP” or “Federal Financial Participation” means the Federal share of Medicaid payments authorized and directed under Section 1903(a) of the Social Security Act.

“IDEA” means the Individuals with Disabilities Education Act.

“IEP” means Individualized Education Plan, which is a written plan for a student with a disability that is developed, reviewed, and revised in accordance with IDEA, its implementing regulations, and state law.

“LEIE” means the List of Excluded Individuals/Entities provided by the Department of Health and Human Services – Office of the Inspector General (HHS-OIG).

“Person with an Ownership or Control Interest” means a person or corporation that:

1. Has an ownership interest totaling 5 percent or more in the Contractor;
2. Has an indirect ownership interest equal to 5 percent or more in the Contractor;
3. Has a combination of direct and indirect ownership interests equal to 5 percent or more in the Contractor;
4. Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the Contractor if that interest equals at least 5 percent of the value of the property or assets of the Contractor;
5. Is an officer or director of the Contractor including the Contractor’s Board of Directors’ members, if applicable; or
6. Is a partner in the Contractor that is organized as a partnership.

“Provider” means an individual or corporate entity that is engaged in the delivery of School-Based Skills Development Services, is legally authorized to do so by the state of Utah, and has an agreement or employment relationship with the Contractor to provide such services.

“Provider Panel” means the Providers who are employed by or contracted with the Contractor to provide School-Based Skills Development Services.

“Related Services” means developmental, corrective and other supportive services determined by an IEP Team to be necessary for a child to benefit from special education.

“SAM” means System Award Management, the federal database used for tracking excluded, suspended, and debarred providers.

“SFY” means State Fiscal Year.

“School-Based Skills Development Services” means specific, medically necessary related services as described in the Utah Medicaid Schools Based Skills Development Services Provider Manual.

“State Matching Funds” or **“State Match”** means the current percentage of the State’s share of Medicaid expenditures as defined at 42 CFR 433.10.

“Suspended” means, for purposes of Article 5 of this Contract that items or services furnished by a specified Provider who has been convicted of a program-related offense in a Federal, State, or local court will not be reimbursed under Medicaid.

“Time study” means the report produced by the Contractor for all allowable health-related and educational activities, measured in 15 minute increments, 5 days per quarter, completed by all qualified individuals providing services through the School-Based Skills Development program, using a format approved by the Department.

Article 3—Contractor Payment to Department

3.1 Quarterly Billing and Payment of State Match

(A) On a quarterly basis the Department shall bill the Contractor for the estimated State Matching Funds required for the upcoming quarter. The Department shall provide the billing statement to the Contractor approximately 45 days prior to the beginning of each quarter.

(B) The Contractor shall pay the amount billed by the Department at least 15 days prior to each new quarter.

3.2 Quarterly Reconciliation of State Match

At the end of each quarter the Department shall calculate the Contractor’s actual State Match obligation. If the amount of the Contractor’s prepaid State Match exceeded the actual State Match obligation, the Department shall refund the difference to the Contractor. If the amount of the Contractor’s prepaid State Match was less than the actual State Match obligation, the Department shall invoice the Contractor for the difference. The Contractor shall pay the difference to the Department within 30 days of the date of the invoice.

3.3 Contractor Assurances Regarding State Match

(A) The Contractor agrees that its payments of state matching funds are made voluntarily and the Department has not required the public entity to provide the funding through statute, rule, or otherwise.

(B) The Contractor shall ensure the State Match provided to the Department meet the requirements of 42 CFR 433, Subpart B and are not derived from any impermissible source.

(C) The Contractor shall provide the Department a certification form which shall specify the dollar amount and certify the source of the State match funding. The certification shall be in a Department-Specified format.

3.4 Payment of Administrative Fee

(A) The Contractor shall pay an annual administrative fee to the Department. The Department shall bill the Contractor for the annual administrative fee within 45 days prior to the beginning of the fourth quarter of each SFY. The Department shall calculate the Administrative Fee as a percentage of the total Medicaid payments. This shall include both FFP and State Match amounts made to the Contractor for school-based skills development services during the state fiscal year, and shall be calculated as follows:

| Fiscal Year Medicaid Payments | Fiscal Year Administrative Fee |
|-------------------------------|--|
| \$1 - \$500,000 | 3 percent of total |
| \$500,000 - \$1,000,000 | \$15,000 + 2 percent of amount exceeding \$500,000 |
| Greater than \$1,000,000 | \$25,000 + 1 percent of amount exceeding \$1,000,000 |

(B) The Contractor shall pay the Administrative Fee to the Department within 30 days of receipt of the Department’s invoice.

(C) The Contractor shall ensure the Administrative Fee provided to the Department meet the requirements of 42 CFR 433, Subpart B and are not derived from any impermissible source.

Article 4—Billing for School-Based Skills Development Services

4.1 Consent

(A) Prior to billing the Department for School-Based Development Services, the Contractor shall obtain parental consent as required by 34 CFR 300.154(d).

(B) The Contractor shall not bill the Department if it does not have parental consent as required by 34 CFR 300.154(d).

4.2 Eligible Students

(A) The Contractor shall only submit Claims to the Department for students who meet both of the following requirements:

- (1) The student must be eligible for Medicaid services; and
- (2) The student must also have an IEP specifying that the student is either:
 - (a) a full-time student who is receiving 180 minutes of combined education and health related services;
 - (b) a half-day kindergarten student receiving 90 minutes of combined education and health related services; or

(c) a preschool student who has a documented need for special education and health related services.

(B) The Contractor shall be responsible for verifying a student's eligibility for Medicaid. The Contractor may check eligibility utilizing the Department's Access Now telephone hotline or the Department's online Eligibility Look-Up tool.

(C) The Contractor shall not submit a Claim to the Department for School Based Development Services rendered to an ineligible student.

4.3 Contractor Claims for Services

(A) The Contractor shall submit Claims in accordance with Medicaid regulations, the Utah Schools Based Skills Development Services Provider Manual, and use billing codes and modifiers approved by the Department.

(B) The Contractor shall make reasonable efforts to submit Claims on a monthly basis.

(C) Claims must be submitted to the Department within one year of the date of service. The Department shall deny Claims submitted after one year from the date of service.

(D) Claims submitted by the Contractor shall be subject to the allowable cost reconciliation described in Article 4.5.

(F) The Contractor shall make reasonable efforts to ensure that its employees or sub-contractors, who are also enrolled individually as Medicaid providers, shall not bill independently for School-Based Skills Development services provided under this contract.

4.4 Daily Rate

(A) The Department shall reimburse Clean Claims submitted by the Contractor using a daily rate.

(B) Rates for itinerant nursing services are based on the Utah Medicaid fee schedule.

4.5 Allowable Costs

(A) The Department's payments to the Contractor are subject to a reconciliation to determine allowable costs.

(B) Upon request, the Contractor shall submit to the Department all documents necessary for the Department to conduct its reconciliation, including:

(1) the names, total annual salary, and benefits of all individuals who will directly supervise and/or deliver the service(s);

(2) the total number of Medicaid and non-Medicaid students classified as a Level C student per Utah State Office of Education guidelines; and

(3) Time Studies as described in Article 4.6.

(C) The Contractor understands and agrees that any payments made by the Department under this Contract may not exceed the Contractor costs to deliver such services.

(D) In the event that the total amount of payments made by the Department to the Contractor during the SFY exceeded the Contractor's documented fiscal year costs, the Department shall invoice the Contractor for the overpayment. The Contractor shall pay the invoice within 30 days.

4.6 Time Studies

(A) The Contractor agrees to conduct quarterly time/cost studies as required by the Department, in a Department approved format.

(B) The Contractor shall maintain all records for services rendered under this Contract for a period of 5 years after the date of payment.

4.7 Suspension of Payment

(A) In the event that any payment due by the Contractor to the Department is not received within the required timeframe, the Department shall suspend the Contractor's Medicaid payments for school-based services until it receives the payment.

(B) The Department may suspend payment to the Contractor if the Contractor fails to submit any report or documentation requested pursuant to this Contract.

4.8 Disallowance of FFP

The Contractor shall pay all disallowances of FFP arising out of the performance of this contract.

Article 5—Program Integrity

5.1 Providers, Generally

(A) The Contractor shall ensure that individuals who deliver and/or supervise the delivery of covered School-Based Skills Development services, meet the qualifications specified in Utah's approved Medicaid State Plan and the Utah Medicaid Provider Manual.

(B) The Contractor shall ensure that covered skills development activities conform to applicable State statutes and Utah State Office of Education Special Education rules and regulations.

5.2 Contractor's Selection of Providers

(A) The Contractor shall maintain written policies and procedures for credentialing and re-credentialing Providers. The Contractor's policies and procedures shall require:

(1) Provider completion of written applications, including the Department specified Provider Disclosure Form to obtain disclosure of ownership and control on persons convicted of crimes;

(2) Procedures for assuring that potential and current Providers are appropriately licensed for the services the Provider is performing;

(3) Primary source verification of licensure and disciplinary status;

(4) Procedures for reviewing public records for any adverse actions including sanctioning and/or federal debarment, suspension, or exclusions;

(B) The Contractor shall complete a provider re-credentialing process at least every five years, and maintain updated information obtained through the initial credentialing processes.

(C) The Contractor shall have procedures for notifying licensing and disciplinary bodies, or other appropriate entities, when suspensions or terminations of Providers occur because of violations of Department of Occupational and Professional Licensing's (DOPL's) laws.

(D) The Contractor shall maintain documentation of credentialing and re-credentialing activities.

(E) The Contractor shall demonstrate that such written policies and procedures have been utilized during these credentialing and re-credentialing activities, upon request from the Department.

5.3 Non-Inclusion of Providers

The Contractor shall report to the Department when a Provider has been denied admission to the Contractor's Provider Panel, has been removed from the Contractor's Provider Panel, or voluntarily withdraws from the panel for substantive issues. Substantive issues include suspension or termination of licensure by the Department of Occupational and Professional Licensing (DOPL), violations of DOPL's laws, sanctioning, debarment, exclusion, fraud, abuse, quality of care concerns, etc. Non-substantive issues include the provider failing to complete the credentialing process, etc.

5.4 Nondiscrimination

(A) The Contractor's Provider selection policies and procedures shall not discriminate against Providers who serve high-risk populations or specialize in conditions that require costly treatment.

(B) The Contractor shall not discriminate against subcontracting providers with respect to participation, reimbursement, or indemnification as to any provider who is acting within the scope of that provider's license or certification under applicable State law, solely based on the provider's license or certification. This shall not be construed to mean that the Department requires the Contractor to contract with providers beyond the number necessary to meet the needs of its students. This also does not preclude the Contractor from using different reimbursement amounts for different specialties, or for different practitioners in the same specialty. This does not preclude the Contractor from establishing measures designed to maintain quality of services and control costs, and are consistent with its responsibilities to its students.

(C) If the Contractor declines to contract with an individual or groups of providers, it shall give the affected providers written notice of the reason for its decision.

5.6 Prohibited Affiliations

(A) The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than 5% of the Contractor's equity who is:

(1) disbarred, Suspended, or otherwise Excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued pursuant to Executive Order No. 12549 or under any guidelines implementing such order; or

(2) an affiliate, as defined in the Federal Acquisition Regulation, of a person who is disbarred,

Suspended, or otherwise Excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued pursuant to Executive Order No. 12549 or under any guidelines implementing such order.

(B) The Contractor shall not knowingly have an employment, consulting, or any other kind of agreement with a person who is:

(1) disbarred, Suspended, or otherwise Excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued pursuant to Executive Order No. 12549 or under any guidelines implementing such order where the Contractor is using such person for the provision of items or services that are significant and material to the Contractor's obligations to the Department; or

(2) an affiliate, as defined in the Federal Acquisition Regulation, of a person who is disbarred, Suspended, or otherwise Excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued pursuant to Executive Order No. 12549 or under any guidelines implementing such order.

(B) If the Contractor determines that a prohibited affiliation exists as described in Article 5.6(A), the Contractor shall promptly notify the Department, in writing, no later than thirty working days from the date of the discovery.

(C) The Parties agree and understand that if the Contractor reports that a prohibited affiliation exists as described in Article 5.6(A), the Department shall notify the secretary of the Department of Health and Human Services of the non-compliance. In such case:

(1) The Department may continue the contract with the Contractor unless the Secretary of Health and Human Services directs otherwise; and/or

(2) The Department may not renew or otherwise extend the duration of an existing contract with the Contractor, unless the Secretary of Health and Human Services provides to the Department and to Congress, a written statement describing compelling reasons that exist for renewing the contract.

5.7 Excluded Providers

(A) The Contractor shall not contract with any of the following entities:

(1) An entity that could be excluded under subsection 1128(b) (8) of the Social Security Act as being controlled by a sanctioned individual;

(2) An entity that has a substantial contractual relationship as defined in 42 CFR 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes as described in subsection 1128(b)(8)(B) of the Act; or

(3) An entity that employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services any individual or entity

excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Act or any entity that would provide those services through an excluded individual or entity

(B) The Contractor shall not make payment to a Provider who has been excluded by HHS and OIG for any items or covered services to enrollees when furnished, ordered, or prescribed by excluded individuals or entities, except as allowed under 42 CFR 1001.1901(c). The prohibition extends to:

(1) All methods of reimbursement, including itemized claims, cost reports, fee schedules, or a prospective payment system. This also includes payments for administrative and management services, not directly related to student care, but that are a necessary component of providing items and services to its students;

(2) Services provided to a student by an excluded individual who works for an entity that has a contractual agreement with and is paid by the Contractor;

(3) Payment for any covered services directed or prescribed by an excluded individual when the individual furnishing the services either knew or should have known of the exclusion.

(C) Any such payments to an excluded provider as described in this Article 5.7 constitute an overpayment, and the Department shall recoup such payments from the Contractor.

(D) If the Contractor determines that services and/or costs of excluded individuals or entities have been included in any claim, the Contractor shall notify the Department.

5.8 Screening for Excluded Providers and Entities

(A) The Contractor shall maintain written procedures for screening for excluded Providers during the credentialing and re-credentialing processes.

(B) The Contractor shall maintain written procedures for conducting routine searches of the HHS and OIG's databases. These include the LEIE, SAM, and any other database required by the Department. The Contractor shall search for:

(1) persons with ownership or control interest in the Contractor;

(2) employees, including managing employees;

(3) agents; and

(4) Providers.

(C) On a monthly basis, the Contractor shall search the databases identified in Article 5.8(B) to capture exclusions and reinstatements that have occurred since the last search. The Contractor shall maintain documented evidence of the searches.

(D) The Contractor shall report any exclusion information to the Department within 30 calendar days of the discovery.

5.9 Disclosure of Ownership and Control Information

(A) In accordance with 42 CFR 455.104, the Contractor shall require the following disclosures:

(1) Each Person with an Ownership or Control Interest in the Contractor shall disclose:

(i) Identifying information that shall include the person's name, address, date of birth, Social Security Number (in the case of an individual) or other tax identification number (in the case of a corporation). An individual shall disclose the address of his or her primary residence. A corporate entity shall include (as applicable) the primary business address, every business location and P.O. Boxes; and

(ii) Whether that person is related to another Person with an Ownership or Control Interest in the Contractor is related to another Person with an Ownership or Control Interest in the Contractor as a spouse, parent, child, or sibling.

(2) Each Person with an Ownership or Control Interest in a Subcontractor in which the Contractor has a five percent or more interest shall disclose:

(i) Identifying information that shall include the person's name, address, date of birth, Social Security Number (in the case of an individual) or other tax identification number (in the case of a corporation). An individual shall disclose the address of his or her primary residence. A corporate entity shall include (as applicable) the primary business address, every business location and P.O. Boxes; and

(ii) Whether that person is related to another Person with an Ownership or Control Interest in the Contractor as a spouse, parent, child, or sibling.

(3) Managing Employees shall disclose:

(i) Identifying information that shall include the name, address, date of birth, and Social Security Number of any Managing Employee of the Contractor.

(4) Persons with an Ownership Interest in the Contractor shall disclose:

(i) Identifying information that shall include the name of the individual; and

(ii) the name of any Other Disclosing Entity (or Fiscal Agent or Managed Care Entity) in which the person with an Ownership Interest in the Contractor is also a Person with an Ownership or Control Interest in the Other Disclosing Entity (or Fiscal Agent or Managed Care Entity).

(5) In the event that the Contractor Subcontracts with an entity to perform administrative functions for the Contractor's Medicaid program, the Contractor shall require Persons with an Ownership or Control Interest in the Subcontractor to disclose the following information:

(i) Identifying information that shall include the person's name, address, date of birth, Social Security Number (in the case of an individual) or other tax identification number (in the case of a corporation). An individual shall disclose the address of his or her primary residence. A corporate entity shall include (as applicable) the primary business address, every business location and P.O. Boxes; and

(ii) Whether that person is related to another Person with an Ownership or Control Interest in the Contractor is related to another Person with an Ownership or Control Interest in the Contractor as a spouse, parent, child, or sibling.

(6) In the event that the Contractor subcontracts with an entity to perform administrative functions for the Contractor's Medicaid program, the Contractor shall require Managing Employees of the Subcontractor to disclose the following information:

(i) Identifying information that shall include the name, address, date of birth, and Social Security Number of any Managing Employee of the Contractor.

5.10 Reporting Timeframes

(A) The Contractor shall submit the disclosures required by Article 5.9 at the following times:

- (1) Upon the Contractor executing the Contract with the Department.
- (2) Upon renewal or extension of the Contract.
- (3) Within 35 calendar days after any change in Persons with Ownership or Control Interest.
- (4) Within 35 calendar days after any change in Managing Employees.

5.11 Consequences for Failure to Provide Disclosures

FFP is not available in payments made to the Contractor if the Contractor or its Subcontractor performing administrative functions fails to disclose ownership or control information as required by Articles 5.9 and 5.10. Accordingly the Department may suspend or deny payment to the Contractor for failing to provide the necessary disclosures.

5.12 Disclosure of Related Transactions

(A) In accordance with 42 CFR 455.105, the Contractor shall submit full and complete information about:

- (1) the ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- (2) any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of request.

(B) This information shall be submitted to the Department within 35 days of the date of request.

Article 6—Miscellaneous Provisions

6.1 Infrastructure Requirements

The Contractor shall provide sufficient systems hardware, technical, clerical, and administrative staff necessary to ensure timely and accurate claims processing, monitoring, accounting, and reporting functions deemed necessary to support this program.

6.2 Yearly Reporting

(A) The Contractor shall ensure that the Medicaid funds the Contractor receives under the School-Based Skills Development Program, shall only be used to support and enhance the provision of School-Based health related services.

(B) By December 31st of each year, the Contractor shall submit to the Department a financial report, in a Department specified format, documenting the total amount of Medicaid school-based skills development revenues the Contractor received during the prior SFY, and the expenditures for the program.

6.3 Funding

(A) The Contractor shall ensure that Medicaid funds received by the Contractor shall never be used to supplant state education funding.

(B) The Contractor shall maintain (in accordance with its Medicaid Provider Agreement) financial records sufficient to document compliance with this agreement and to accommodate the identification and isolation of Medicaid revenues received under this Contract for a period of 5 years.

6.4 Audits

(A) In addition to the Requirements set out in Paragraph 41.2 of Attachment A, payments made by the Department to the Contractor are subject to post-payment review by the Department to confirm that:

- (1) Claims were billed in accordance with Medicaid policy, using codes and rates approved by the Department;
- (2) the Contractor used Medicaid funds received under this agreement only to support and enhance its provision of health related services;
- (3) the provisions of this Contract were complied with.

(B) Any documentation requested by the Department in the event of an audit, or for any other purpose, must be provided to the Department within 30 days, unless otherwise specified.

6.5 Data Security and Privacy

(A) The Contractor shall maintain the confidentiality of any personally-identifiable information, protected health information, or other non-public data ("Protected Data") that it receives from the Department that has been disclosed to the Contractor for the purpose of performance under this Contract. The Contractor agrees that such information is subject to state or federal laws restricting the use and disclosure of such information including, but not limited to, Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations.

(B) The Contractor shall implement and maintain administrative, technical, and physical safeguards

necessary to protect the confidentiality of Protected Data and to prevent any unauthorized use or access. The Contractor agrees that any and all Protected Data will be stored and maintained on secure or encrypted devices or storage mediums. The duty of confidentiality shall be ongoing and survive the term of this agreement.

(C) The Contractor's access, use or disclosure of Protected Data shall be limited to purposes that are necessary to meet the Contractor's obligations under this Contract. Any and all transmission or exchange of data and electronic records shall take place via secure means.