

I. INVITATION TO BID

The CITY of Danbury, Connecticut (the "CITY") is requesting written, sealed proposals from interested parties (hereinafter referred to as the "CONTRACTOR") for an electronic medical record reporting system solution. Specifically, the City of Danbury Emergency Medical Services is a paramedic level transport service that responds to approximately 11,000 calls per calendar year and is interested in operating systems and solutions capable of providing all of the necessary components for both field applications and a patient/clinical service information system that fully integrates the field and back-office operations. The back-office operation includes areas such as the use and distribution of patient information for billing, data storage and retrieval, report preparation, data analysis/trending, public health, community risk reduction efforts via mobile integrated healthcare programs and quality assurance and quality improvement. The electronic-based patient care reporting (PCR) system will provide an extensive reporting facility for the production of both "pre-defined, pre-programmed" and "ad-hoc" records and reports from information accumulated through normal operations of the PCR system. Secure connectivity may be provided through existing Hospital, City or Department network systems, Internet, or other means as approved by the CITY of Danbury EMS.

Proposals should be crafted in a manner in which costs in their totality for start up; support services and continuous uninterrupted operation for a period of three (3) years are clearly defined and detailed. A projected "go live" date for this program is scheduled for July 1, 2014.

Proposals shall be binding for a period of ninety (90) days from the due date of until the Contract is executed, whichever is earlier. CITY retains the right to withdraw, extend, re-offer or amend this invitation at any time or, at its sole discretion, to take no further action.

Current operating systems and interface demographic area attached as a reference.

Billing Software and Vendor	Intermedix/ADPI
Computer Aided Dispatch	NexGen
Danbury Hospital Medical Record	Soarian XL7 interface
Physio control	Lifepak 12 and Lifepak 15 interface
State of Conn DPH	NEMESIS v2.2.1 (CT is planning to transition to v3 in 2Q2014)

II. COMPLIANCE WITH CITY, STATE AND FEDERAL LAWS AND REGULATIONS

CONTRACTOR agrees to comply with all relevant CITY ordinances and state and federal laws and regulations related to protecting sensitive, personal and/or protected health information. Before commencing work, the CONTRACTOR shall be thoroughly familiar with all relevant provisions of the Connecticut General Statutes and federal laws governing the safeguarding of confidential information such as the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated there under (“HIPAA”), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the “HITECH Act”), and agrees to indemnify and hold the CITY, its officers, employees, boards, commissions, departments or agents, harmless from any and all liabilities and costs, including reasonable attorneys’ fees, resulting from any violation of local, state and/ or federal laws rules and/or regulations.

III. PROPOSAL REQUIREMENTS

Each proposal shall describe in detail the CONTRACTOR’s proposal, as well as the duly authorized official, title and telephone number of the person to whom the CITY may direct questions concerning the proposal. The letter shall also include a statement by the CONTRACTOR accepting all of the terms and conditions contained in this RFP.

The RFP should include a response to each of the following criteria. Please provide a table of contents in the format of the proposal requirements along with the tabs identifying each section and subsection. Include examples of procedures, reports or other relevant information.

A. Response Criteria and Format:

1. Submit a letter of interest including the name, address and any other pertinent information about CONTRACTOR. The letter must be signed by an individual authorized to contractually bind CONTRACTOR and include an expression of CONTRACTOR’s ability and desire to meet the requirements of the proposal. Identify whether or not your firm is a sole proprietorship, partnership, corporation, or another type of corporation and include the appropriate tax identification number. Provide all names, addresses, telephone numbers, fax numbers, and email addresses of authorized individuals. Include a description of CONTRACTOR’s

background, its organizational structure, length of time in business, and experience in providing the types of services solicited herein.

2. Provide an organizational chart showing the line of communication and designating level of authority of all staff. Include in the chart the names, job titles, and office locations for staff to be assigned to this account.

3. Attach a description of the qualifications for all personnel who will be assigned to the CITY of Danbury and a list of current assignments including technical staff. Please indicate the percentage of time each individual may dedicate to the contract as well as the percentage of time dedicated to any ongoing engagements. Also indicate the process that the CITY of Danbury is notified of any transition of staff and how the CITY of Danbury would be assured of no interruption in ANY aspects of its required electronic emergency medical documentation processes. Indicate the staff person and their immediate back up that will be primarily responsible for the account. The expectation is that this person(s) will be the point of contact for all activities and will be responsible for making sure that all items for the contract are executed according to the terms established.

4. Provide a list of three (3) client references with which you have had contracts within the past three years. References should be from organizations of similar size, call volume and scope. Provide the designated person's name, title, organization, address, telephone number, and the relationship with the designated person.

5. Report a list of any pending or resolved lawsuits in which CONTRACTOR was involved during the past (5) five years. Please indicate if CONTRACTOR has not been involved in any lawsuits. Describe the background check, and screening process utilized by CONTRACTOR for new employees. Identify the name of any screening firm utilized. Indicate whether any former employees have been separated from employment for conviction of any offense other than a minor traffic violation and/or involvement in financial related offenses within the past (5) five years. Report any negative publicity and/or media reported in any medium that your company has been associated with and/ or named in within the past (5) five years.

6. Identify any potential conflict of interest due to any other clients, contracts, or property interest. Include a statement certifying that no member of your firm ownership, management, or staff has vested interest in any aspect or department of

the CITY of Danbury or the Western Connecticut Health Network or with anyone who contracts with the CITY of Danbury or the Western Connecticut Health Network.

7. Disclose any relevant information that CONTRACTOR believes demonstrated its qualifications for the project and/or distinguishes CONTRACTOR`s proposal from other proposals. CONTRACTOR should be prepared to retain all CITY of Danbury EMS records, on behalf of the CITY together with supporting or underlying documents and/or materials including, paper and/or electronic and scanned images memorializing patient care reports and data, confidential information, including personal health information, for a minimum period of SEVEN (7) years from the effective date of this Agreement, in accordance with all applicable laws including HIPAA, and State of Connecticut records retention laws including but not limited to relevant Department of Public Health Office of Emergency Medical Services regulation 19a-179-7 RECORDS. It is expressly understood that ALL records referenced in this agreement are the sole property of the CITY of Danbury and shall promptly (within 7 business days) be returned to the CITY in a format acceptable and at the expense of the CONTRACTOR to the CITY should this agreement be terminated for any reason. In the event that CONTRACTOR requests permission from the Public Records Administrator to destroy records pursuant to the applicable law including relevant provisions of HIPAA and the applicable Connecticut General Statutes, including Sections 11-8 through 11-8c and all applicable Regulations, CONTRACTOR shall promptly provide the CITY with written certification that all proper procedures have been followed. Any costs associated with the return and/or destruction of records shall be borne by CONTRACTOR.

8. Describe and discuss CONTRACTOR`s compliance program and how the program meets or exceeds the requirements of HIPAA. Provide a copy of CONTRACTOR`s compliance programs. CONTRACTOR shall be expected to execute a business associate agreement with the CITY of Danbury. CONTRACTOR recognizes that in the course of performing its duties that it will be transmitting confidential information including but not limited to social security numbers, addresses, phone numbers, and date of birth. CONTRACTOR acknowledges that it is solely responsible for providing all necessary industry standard encryption security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. CONTRACTOR shall provide all industry standard encryption security software to ensure that any

confidential information it obtains and/or transmits is protected from access, disclosure and/or use by any unauthorized third parties.

9. Indicate whether or not your organization has had a contract terminated in the last five (5) years, and describe the nature and circumstances. Termination for default is defined as notice to stop performance due to a vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to the inaction on the part of the vendor, or (b) litigated, and such litigation determined that the vendor was in default.
10. Provide a statement of your firm's ability to meet the insurance requirements as outlined in the RFP. Attached certificate of insurance naming the CITY of Danbury as additional insured.
11. Describe how the account will be handled should the account be terminated for any reason includes minimum number of days for a suggested cancellation clause.
12. Describe any services provided by CONTRACTOR that are not covered by the RFP, but would assist the CITY of Danbury in enhancing its electronic medical record software system including "turnkey solutions" that would encompass among other things ALL aspects of electronic medical record systems and requisite equipment. Include specific examples of these services and detail any and all associated costs. If CONTRACTOR proposes to address a requirement in a manner different from the RFP, CONTRACTOR shall provide an explanation of how that requirement will be met and demonstrate that the alternative is equal to or preferable to the requirement in the RFP. The proposal shall be complete and all fees associated with the execution of the service shall be included and require no further explanation. No contract will be awarded except to responsible organizations capable of providing the services outlined and achieving the identified expected results. Before the award of the contract CONTRACTORS may be required to demonstrate any and/or all aspects of the scope of services.

B. Scope of Work

Basic Requirements

- Capture the required medical information in a Patient Care Report (PCR) and related forms as determined by minimum required State of Connecticut Department of Public Health Office of Emergency Medical 19a-179-7 Records (b) and NEMSIS v3 (latest build).
- Operate effectively as a mission critical application 24 hours a day 7 days a week and with the provision of appropriate back-up/redundancy including but not limited to full technical support and trouble shooting.
- Operating systems shall have the ability to electronically submit data in NEMSIS v3 gold standard compliant format to the State of Connecticut Department of Public Health Office of Emergency Medical Services.
- Possess a reporting system that allows for quick and secure access to patient data, accurate, efficient and secure transfer of information to the appropriate party.
- Provide for data validation and verification and handwriting recognition and signature collection.
- Capture data in an electronic format and transmit it to selected databases via both docking station and through infrared or other wireless connection (s).
- Create paper printouts of PCRs and other reports as well as electronic versions of documents.
- Provide on-site project management personnel to develop and execute the required employee training and complete product implementation.
- Establish efficient mechanisms for an integrated, clinical data system, up-front field data entry edits, and integration with major computer aided dispatch (CAD) system data elements for quality review, research, and analysis purposes.
- Recommend the design of the system including, among other things, input devices to use, process flows, database hardware/software, etc. Show extensive field tests of all screens to insure that the process is minimally disruptive of field routines.
- Provide canned reports as well as some ad hoc queries and analyses against the data using packages such as Access, Crystal Reports, etc.
- Be HIPAA compliant meaning meeting all state and federal confidentiality, security, and transaction coding requirements.
- Ensure compliance with all current government regulations and business practices.
- Include provisions for staff training, documentation, and procedures. The procedures will include provisions for capturing data when the electronic system is unavailable.
- Include the ability to electronically import EKG and vital sign data from cardiac monitors (Medtronic LP12 / 15) and populate appropriate fields in ePCR.
- Include the ability to electronically import the E-9-1-1 call/demographic information including but not limited to scripted narratives of dispatchers relaying critical information or pre-arrival emergency medical instructions “real time” from the City of Danbury Public Safety Computer Aided Dispatch system.

- Include the ability to interface and share data with the Danbury Hospital Soarian Clinicals OMR system.
- Include the ability to export data to the City's third party billing contractor. (Intermedix/ADPI). The system will consist of the software needed to produce Patient Care Reports (PCR) and other documents in the field, transmit the generated PCRs and other documents, and allow administrative and medical control staff to generate and view reports.
- Operate efficiently and effectively on any common operating system and device including but not limited to iPad Air, iPhone, Kindle, Android, PC, Mac with backwards compatibility to at least one (1) past version of the respective OS.
- Interface with other data input devices, software and peripherals such as SIRI, Dragon voice recognition and barcode and QR readers.
- Quotes should include one time and annual or recurring costs.

Turnkey Solution (Optional)

In addition to the other requirements in this package:

- Any devices included as part of a turnkey solution shall be securely locked down, and be capable to operate in all environmental/mobile conditions thus be protected with a CITY approved rugged case and managed remotely including reporting location system capability using a CITY approved Mobile Device Management system
- Device (s) must be data ready with a data plan included with ALL associated expenses, and managed in ALL aspects including but not limited to routine and reparative maintenance, operating as updates and upgrades by the CONTRACTOR – since technology is ever changing a plan to fully address CONTRACTOR's ability to maintaining the latest technology and hardware
- Device must operate through a public or private cellular network and the City or the Hospitals private WiFi APs and CONTRACTOR must be able to remotely wipe the device clean and deactivate should the device be lost or stolen
- Device shall have the ability to fax, print on demand
- At least one spare device must be available on site in addition to the routinely deployed 12 (twelve) devices, with a 24 hour turnaround time for a replacement device in the event of a software or hardware failure that cannot be corrected remotely.

Field data gathering and system reporting requirements

Software will at a minimum have the following datasets,

EMS (ePCR/Event) DataSet (EMSDataSet) and

Demographic Dataset (DEMDataset) Ability to capture patient signature (s) for insurance release (HIPAA) and patient refusals; ability to capture Destination Hospital name and signature (i.e. Medical Control, Nurse, etc.).

The system used for field documentation must be able to meet the following:

- Capture the required information in a Patient Care Report and other related forms (cardiac arrest, patient refusals, intubation, etc.). This software shall use a Graphical User Interface and maximize the ease of data entry for the field user.
- Operate effectively as a mission critical application 24 hours a day 7 days a week and with the provision of appropriate back-up/redundancy.
- Provide for data validation and verification.
- Allow for data to be transferred or entered into specified, “sub forms” for specific situations.
- Provide for electronic capture of signatures from patients, physicians, nurses crewmembers, and witnesses (in the case of patient refusal).
- Capture data in an electronic format and transmit it to selected databases via both docking station and through infrared or other wireless connections. The Department desires a wireless solution for data transfer, both at the Danbury Hospital ED and EMS facilities.
- Create paper printouts of PCRs and other reports as well as electronic versions of documents.
- Be HIPAA compliant, which shall mean that the system must meet all federal and state confidentiality, security and transaction code requirements, including by not limited to HIPAA Transaction Code, Privacy and Security Regulations.
- Transfer or “clone” data between field devices.
- To have automated interface to obtain basic response data elements (e.g., incident number, entry date and time, call time, EMS block, etc.).
- The PCR form must be able to be completed as fast as or faster than using pen and paper.
- Provide a back-up and recovery system that will insure the loss of no data in the event of a hardware / software failure
- User interface on mobile device should have a substantially similar “look and feel” to the on-line interface.
- Allow customer (with appropriate admin rights) to specify which data elements (NEMESIS Recommended/Optional) are required to be collected by field crew and either prevent chart completion by user or “warn” user the data is missing.
- It is desirable for the required data fields to be highlighted or otherwise marked on the mobile and on-line versions.

In addition the reporting component or “back end” of the system must meet the following criteria:

- Establish an efficient integrated clinical database derived in part from data emanating from field input devices.
- A new clinical database.
- Where possible it is desired that medical, supervisory, and administrative staff be able to access the data from their existing workstations using a web-based application.
- Danbury Hospital Emergency Department and other agencies as determined by Danbury EMS officials are to have limited access to view and print PCRs and

reports using web based applications. Additionally, reports shall also be provided to State, City and regional agencies as applicable.

Project Implementation

The Project implementation Plan and Statement of the work should include:

- Proposer understanding of the scope of the project
- A list of all system implementation stages. From project commencement through testing, acceptance, warranty and maintenance.
- Proposer should submit a one page “Blue print” of the System architecture showing all system components and all system level, specifically including what security measures are in place for protection of data during transmission (uploading).
- Implementation costs for all labor/service-oriented items required to deploy the hardware and software components of the system. Costs should contemplate any customization to software or operating systems required and/or determined by CITY of Danbury EMS officials.
- Number of people involved in system implementation and composition of the implementation team.
- Identification of the project manager, who shall be a full time employee of the proposer who has at least two years experience with the proposer and has been project manager for at least one other system similar to the one proposed.

Training Plan

Proposer shall describe in detail their training plan. Training will be required for the following categories and numbers of employees. Training shall be held at the Danbury Hospital with at least (8) separate and distinct training dates and times as mutually agreed by the CITY and the CONTRACTOR – dates and times shall include weekends and evenings.

- 3-5 System Administrators
- “Train the Trainer” instruction for a number of field and training division personnel to be determined by City of Danbury EMS, but estimated to be between 3-5 additional employees
- 60 Field/support Personnel

Cardiac Monitor Integration

It is mandatory that data from the department’s current cardiac monitors be integrated into the Patient Care Report. It is preferable that this be done via the field devices, but it is acceptable to accomplish this on the back end. The department currently operates Medtronic Physio-Control Lifepak 12 / 15® cardiac monitors. The data to be incorporated includes 3 lead rhythms strips, 12 lead EKG’s and vital signs such as non

invasive blood pressure (NIBP), end tidal carbon dioxide capnography (ETCO₂), pulse oximetry (SPO₂) and event logs.

Computer Aided Dispatch CAD Integration

Integration of dispatch information, including dispatch location, type code, priority, response times and first responder times into the PCR are mandatory. It is preferred that the data be integrated in real time and also be available for import to the ePCR while on the mobile device. The department currently utilizes the City of Danbury Nexgen operating system which serves police, EMS and fire operations.

Billing Interface and Integration

Export of data from PCR to Intermedix Billing System. The software must be able to extract billing data needed for the Intermedix billing system used by the City of Danbury contracted third party billing provider.

Emergency Department Integration

Proposer will suggest a means to integrate the PCR data and all supplement attachments into Danbury Hospital's Emergency Department "paperless" Soarian Clinical system. Danbury Hospital IT department may be available to assist in this integration and provide support after integration. This suggestion will include recommended method of synchronization; additional hardware needed and associated cost both initial and ongoing.

State of Connecticut EMS Data Extract

Proposer will have the ability to send to the State of Connecticut Department of Public Health Office of Emergency Medical Services all data required by them in an electronic format (currently XML)

Minimum Patient Information NEMESIS v3 EMSDataSet – all elements

Minimum Call Data

NEMESIS v3 DEMDataSet – all elements

Patient Assessment and Treatment

1. Ability to document through check boxes and drop down menus as well as descriptive narrative patient assessment finding.
2. Ability to document minimum of 4 sets of vital signs include but not limited to blood pressure, respiration rate and quality, pulse rate and quality, blood glucose, pulse oximetry, capnography (ETCO₂), Glasgow Coma Scale and revised trauma score calculation..

3. Customizable list of protocol specific BLS and ALS treatments and ability to provide descriptive narratives for each if needed

Supplemental Forms

1. Patient Refusal (In English, Spanish and Portuguese)
2. HIPAA / Insurance Release

Ability for the end-user to upload customized forms for use in mobile/on-line devices that include form-fillable fields, dropdowns, checkboxes and free-text fields. Formats accepted should include at least .doc and .pdf.

C. Selection Process

Proposals will be evaluated based on the responses outlined in the proposal requirements. During the evaluation period, the CITY of Danbury, at its sole discretion, may request demonstrations of CONTRACTOR`s ability to meet the requirements listed in the Scope of Services. These criteria are to be utilized in the evaluation of qualifications for development of the short list of those offers to be considered for interviews and/or potential negotiations. Information and/or other factors gathered during interviews, negotiations, or any reference checks, in addition to the evaluation stated in the RFP, shall be utilized in the final award decision. References may or may not be reviewed or contacted at the discretion of the CITY of Danbury. The CITY of Danbury reserves the right to contact references other than, and/or in addition to those furnished by CONTRACTORS. Proposer will also list its experience in terms of the manufacture and delivery of the system specified. The list should include at a minimum the following information; years involved in the industry, key customers and the size and type of systems delivered within the past five years, and performance criteria for those systems. The proposer should also list the programming language used to write the software application and its capabilities in the following areas: service support, on site, via telephone, and via Internet, key personnel with level and type of experience, and local support staff, if any.

The major criteria, which will be used in evaluating your proposal, are presented below:

- Vendor reputation from reference accounts or installations similar in scope and nature to the needs of City of Danbury EMS (references which can be contacted and/or visited) and from all written responses to the RFP.
- Innovative solutions that demonstrate the ability and flexibility to keep ahead of ever changing technological advances and reporting requirements
- Ability of the hardware and software (both system and application) to meet the functional requirements defined in this RFP.
- Cost of software, service, ongoing training, updates to software where applicable and all related support activities.

- Quality of system architecture and vendor’s people/processes to implement the proposed solution
- Support and service options (including but not limited to on-line help, technical support options, documentation types and manuals, system customization capabilities)
- Training and education to be provided and the location of these services.
- Growth potential of the solution to accommodate future enhancements.
- Positive user experience and overall satisfaction with demos by various City of Danbury EMS users (ease of use, speed of learning basic functionality, general “likeability”).
- Stability: Must have been operating continuously for a minimum of 2 (two) years as of the date the proposals are due.

IV. HOLD HARMLESS AND INDEMNIFICATION- DIRECT DAMAGES

CONTRACTOR will be liable for actual direct damages incurred by City as a direct result of the gross negligence, negligence, willful misconduct, or failure to exercise reasonable care in the provision of its services. CONTRACTOR will defend, indemnify, and hold harmless the City, its officers, employees, boards, commissions, departments or agents against any liability, claims, judgments, losses, expenses, damages, injuries, fees and other costs, including reasonable attorney’s fees, for the loss of life, personal injury or property damage arising from, caused by or claimed to have been caused by CONTRACTOR’s acts or omissions. CONTRACTOR will defend, indemnify, and hold City, its officers, employees, boards, commissions, departments or agents harmless from any claim or demand (including attorney fees) made by any third party alleging CONTRACTOR infringes any third party’s copyright or patent of the United States of America, and CONTRACTOR will pay all costs and damages finally awarded in any such action.

V. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold the CITY, its officers, employees, boards, commissions, departments or agents harmless from any claim or demand, including unauthorized access, disclosure, and/or use of confidential information by its respective employees, agents, CONTRACTORS and/or subCONTRACTORS, (including attorney fees) resulting from said breach and CONTRACTOR will pay all costs and damages finally awarded in any such action.

VI. SECURITY BREACH.

Should a CONTRACTOR-security breach occur, CONTRACTOR shall, notify City's patients in writing, of the availability of third party credit monitoring service protection and identity theft insurance and advise them that such services are available at their request, for a period of one (1) year to such persons notified by CONTRACTOR and affected by an CONTRACTOR-security breach event, who have provided credit card information to CONTRACTOR pursuant to this Agreement.

VII. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to CONTRACTOR's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then CONTRACTOR and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect. If there is any conflict between the terms of this BA Agreement in force between the parties, the terms of the BA Agreement shall prevail.

VIII. CERTIFICATE OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Agreement, the following insurance coverage as will protect CONTRACTOR, the Client and any SUBCONTRACTOR performing work covered by this Agreement, from any claims for damages for personal injury, including but not limited to accidental or wrongful death, as well as claims for property damages, claims for cyber damages, which may arise from operations under this Agreement whether such operations be by itself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by either of them and the amounts of insurance shall be in the following limits:

- A. Professional liability insurance in the limits of no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.
- B. Workers compensation insurance with limits for coverage at statutory limits – State of Connecticut and coverage b employers liability \$1,000,000 each accident and policy limit and disease each employee, or a waiver of the act (g.s. 97-93) if the contractor has less than four employees and does not carry workers compensation and employers liability insurance.
- C. Commercial general liability insurance for combined single limits of no less than \$3,000,000 each occurrence and \$3,000,000 aggregate.
- D. Excess liability insurance coverage is in addition to the limits expressed above, which shall include cyber liability coverage in the minimum amount of \$5,000,000. bodily injury, property damage and auto - \$ 5,000,000 (combined) each occurrence
- E. Insurance policies, except workers compensation, shall be endorsed to demonstrate the CITY of Danbury as an additional insured, as their interest may appear, and to amend cancellation notice to thirty days prior to the effective date of such cancellation or change, pursuant to Connecticut law. Copies of originals or correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: CITY of Danbury, purchasing dept, 155 Deer Hill Avenue, Danbury CT 06810, and shall be subject to the approval of the city for adequacy of protection. Renewal certificates covering the renewal of all policies expiring during the life of this agreement shall be filed with the city not less than ten days before the expiration of such policies.

- F. Limitation on liability. In no event will either party be liable to the other, in connection with, or related to this agreement for any special, incidental, indirect or consequential damages, whether based on breach of contract, warranty, tort, product liability, or otherwise, and whether or not either party has been advised of the possibility of such damage, except to the extent that such damages are covered pursuant to the terms of cyber liability and/or the third party credit monitoring service and identity theft insurance credit card security breach. The parties acknowledge and agree that the foregoing limitations of liability are a condition and material consideration for their entry into this agreement.

Attach Certificate of Insurance, per aforementioned requirements naming the CITY of Danbury as additional insured.

IX. BOND

A performance bond in the sum of \$10,000, with a surety company, satisfactory to the CITY of Danbury or such other form of security as may be deemed satisfactory by the CITY, will be required of the bidder to whom the contract shall be awarded, as security for the faithful performance of the contract.

X. EXECUTE CONTRACT

The party to whom the contract is awarded will be required to execute the contract in the form attached hereto, and furnish the above mentioned bond within fifteen (15) days, excluding Sundays and legal holidays, from the date of the mailing of the notice from the CITY of Danbury to the bidder, that the contract is ready for signature.

The CITY of Danbury is not obligated for expenditures unless funds have been encumbered by Purchase Order or executed contract. Neither the decision nor vote of the Board of Awards, nor the *“Notice of Award”* letter shall be considered an authorization for shipment or a notice to proceed with the services or to order materials. A company or person who proceeds prior to receiving a Purchase Order or signing a contract does so without a contract and at their own risk.

XI. SUBMISSION AND DEADLINE

Interested firms are requested to submit one (1) original and five (5) copies of their proposal to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810, during normal business hours by no later than 2:00 PM on Thursday, April 17, 2014.

Envelopes should be marked Bid # 03-13-14-09 "Proposals - City of Danbury EMS Electronic Patient Care Reporting Software System Solution"

The proposals are to include the following:

1. Letter of Interest / Qualification Data – complete per Section III A – please note that the letter shall include a statement by the Prospective Vendor accepting all of the terms and conditions contained in this RFP
2. Proposed Cost Schedule – to be inclusive of all costs associated with product and services to be provided as noted in Section I.
3. Certificate of Insurance – per Section VIII - please note that the City of Danbury is to be named as an additional insured on the policy
4. Non-Collusion Statement – in order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.
5. Financial Statements - attach your firm's two most recent audited financial reports, including balance sheets and profit and loss statements and all the notes thereto. Financial statements shall remain confidential. The CITY will contract only with firms found to be financially sound.
6. Litigation & Claims - attach a list and description of all litigation in which your firm was named as a defendant during the last five years. Please include all pending claims.
7. Work Agreement - submit a copy of your standard work agreement that the City would be expected to execute

XII. NOTES

1. Direct any questions in writing to Mr. Charles Volpe, Purchasing Agent, fax: 203-796-1527 or e-mail: c.volpe@danbury-ct.gov. Deadline for questions is 4:00 PM on Wednesday, April 2, 2014. The CITY of Danbury shall not accept responsibility for any information given by CITY employees outside the Purchasing Department unless previously authorized.
2. The City of Danbury reserves the right to reject any or all proposals, to negotiate changes to the proposal terms and to award the contract to the firm deemed to be in the best interest of the City.

Appendix A:

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “Business Associate Agreement” or “BAA”) is made and entered into as of the date of the Agreement (as defined below) by and between _____ (“Business Associate”), and the City of Danbury (the “Covered Entity”).

Business Associate and Covered Entity have entered into an Administrative Services Agreement (the “ASA”) under which Business Associate performs or assists Covered Entity with a function or activity involving the use or disclosure of Personally Identifiable Health Information (or “PHI”). In connection with the foregoing, Covered Entity and Business Associate desire to comply with the requirements of regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which privacy regulations are codified at 45 C.F.R. Parts 160 and 164 and which security regulations are codified at 45 C.F.R. Parts 160, 162 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), and as such regulations may be further amended from time to time (collectively, the “HIPAA Standards”). Terms used, but not otherwise defined herein are as defined in the HIPAA Standards. In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by parties, the parties hereto agree as follows:

1. Obligations and Activities of Business Associate. Business Associate agrees and acknowledges that the Covered Entity is the exclusive owner of all PHI and other data and information created, maintained, or transmitted for or on behalf of Business Associate. Business Associate may use and/or disclose PHI or other data and information created, maintained, or transmitted for or on behalf of Covered Entity, whether in identified or de-identified form, only as follows::

a. Not use or disclose protected health information other than as permitted or required by the BA Agreement or as required by law;

b. Without limiting the provisions set forth in Section 1(a), not transmit protected health information over the internet or over any unsecure or open communication channel unless the protected health information is encrypted;

c. Use commercially appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of Covered Entity. Security measures maintained by Business Associate shall include administrative, physical, and technical safeguards that comply with the HIPAA Standards. Upon request by Covered Entity, Business Associate shall provide a written description of such safeguards;

d. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including but not limited to breaches of unsecured protected health information as required at 45 C.F.R. §164.410, and any security incident of which it becomes aware, which breaches and security incidents shall be reported in accordance with Section 3 of this Business Associate Agreement;

e. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors, agents or other representatives that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree, in writing, to adhere the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Such agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any violations. The rights of Covered Entity as a third-party beneficiary in no way limit Business Associate's obligations to enforce the terms of such agreements nor shall such rights be construed in any way to impose an obligation on Covered Entity to enforce such agreements;

f. If Business Associate maintains information in a designated record set, Business Associate shall:

- i. make available protected health information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524; and
- ii. make any amendment(s) to protected health information in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526;

g. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. In addition, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate shall provide to Covered Entity all applicable information necessary to comply with the requirements of 45 C.F.R. §164.528 regarding an individual's right to an accounting of disclosures of PHI;

h. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Standards.

2. Permitted Uses and Disclosures by Business Associate.

a. Business Associate may only use or disclose protected health information and information created, maintained or transmitted for or on behalf of Covered Entity, and permit the use of PHI by its employees, subcontractors, agents, or other representatives only if and to the extent directly related to and necessary for the performance of the services set forth in the Administrative Service Agreement, provided such disclosures would not violate the HIPAA Standards if performed by Covered Entity. Disclosure of PHI to, and use of PHI by subcontractors, agents and other representatives is subject to the same restrictions, conditions and requirements that apply to Business Associate with respect to use and disclosure of such information.

b. Business Associate may use or disclose protected health information to the extent required by law.

c. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

3. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

a. Business Associate shall report, in writing, to Covered Entity's Privacy Officer any security incident or breach (as defined by the HIPAA Standards) as soon as practicable, but in all events no later than forty-eight (48) hours after Business Associate discovers the breach. Business Associate shall be deemed to have discovered a breach as of the first day on which the breach is, or should reasonably have been, known to (i) Business Associate or (ii) any employee, officer or other agent of Business Associate other than the individual committing the breach. Further, Business Associate shall investigate the breach and provide to Covered Entity as soon as possible, all information Covered Entity may require to make notifications of the breach to individuals, or other persons or entities. Business Associate shall cooperate with Covered Entity in addressing the breach. Covered Entity may elect, in its sole discretion, for Business Associate to make the notifications and implement other mitigation steps, in a form and manner and within timeframes directed by Covered Entity, consistent with Covered Entity's obligations under the law. Without limitation as to any other remedies available to Covered Entity under the Agreement, this Business Associate Agreement or the law, Business Associate shall pay, or reimburse Covered Entity for, all costs of the notifications, including all costs incurred to mitigate the harmful effects, or potentially harmful effects, of the breach.

b. In addition to its obligations under Section 3(a), Business Associate shall establish policies and procedures for mitigating, to the greatest extent possible, any deleterious effects arising from any improper use and/or disclosure of protected health information, and shall implement all such procedures and all other reasonable mitigation steps requested by Covered Entity.

4. Term and Termination.

a. Term. Subject to Section 4(b), this Business Associate Agreement shall be effective as of the date of the ASA, and shall continue in effect while the ASA remains in force, and thereafter with respect to those obligations intended to survive the termination of the ASA and this Business Associate Agreement.

b. Termination for Cause. In the event that Covered Entity determines Business Associate has violated a material term of this Business Associate Agreement, Covered Entity, may, in its discretion, provide Business Associate with an opportunity to cure such breach by providing Business Associate with written notice of the existence of the material breach and afford Business Associate thirty (30) days to cure the material breach. In the event Business Associate has not cured the breach or ended the violation within such time period, Covered Entity may immediately terminate the BAA and the ASA between the parties. If required by HIPAA Standards, Covered Entity may also report the material breach to the Secretary of HHS or OCR.

c. Obligations of Business Associate Upon Termination. Upon termination of this Business Associate Agreement for any reason, Business Associate shall either: 1) return to Covered Entity; or, 2) if agreed to in writing by Covered Entity, destroy, all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form, if such destruction is consistent with HIPAA Standards and/or applicable records retention laws and regulations. Business Associate shall retain no copies of the PHI and shall promptly certify in writing to the Covered Entity that said protected health information has been destroyed according to industry standards.

d. Further, Business Associate shall recover from its subcontractors, agents or representatives all PHI created, maintained, or received by such subcontractors, agents, or representatives on behalf of Covered Entity or Business Associate and shall either: 1) return to Covered Entity; or 2) if agreed to in writing by Covered Entity, destroy, all such PHI that the subcontractor, agent or representative still maintains in any form, if such destruction is consistent with HIPAA Standards and/or applicable records retention laws and regulations. Neither Business Associate nor its subcontractors, agents, or representatives shall retain copies of such PHI and shall promptly certify in writing to the Covered Entity that said protected health information has been destroyed according to industry standards.

e. If it is not feasible for Business Associate to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing and shall include: i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession or in the possession of its subcontractor, agent or representative; and (ii) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that the return or destruction of the PHI is not feasible, Business Associate shall ensure that any and all protections, limitations, and restrictions contained in this Agreement will be extended to Business Associate's use and/or

disclosure of any PHI retained after the termination of this Business Associate Agreement. Business Associate and its subcontractors, agents and representatives in possession of such information will only retain such information for the period of time required by HIPAA Standards and/or applicable records retention laws and regulations.

f. Survival. The obligations of Business Associate under this Section 4 shall survive the termination of this Business Associate Agreement.

5. Miscellaneous.

a. Injunctive Relief. Notwithstanding any dispute resolution requirements under the Agreement, either party shall be entitled to seek injunctive relief in a court of law with respect to any breach of the terms of this Business Associate Agreement.

b. Interpretation; Amendments; Waiver. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Standards. Where any applicable provision of Connecticut law relates to the privacy or security of health information and is not preempted by HIPAA, as determined by application of the HIPAA Standards, the parties shall comply with the applicable provisions of Connecticut law. This Business Associate Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however that Covered Entity may amend this Business Associate Agreement upon written notice to Business Associate in the event: (i) any law or regulation regarding the protection of health information is in any way inconsistent with the terms of this Business Associate Agreement, and the amendment is necessary to address the inconsistency; or (ii) the HIPAA Standards are amended or modified such that an amendment to this Business Associate Agreement is necessary to effectuate the change. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

c. No Third Party Beneficiaries. Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

d. Agreement Incorporated By Reference. This Business Associate Agreement is incorporated by reference and made part of the executed ASA between Business Associate and Covered Entity.

e. Inconsistencies. If any terms of this Agreement conflict with or are inconsistent with the terms of the parties' executed ASA, the terms of this BA Agreement shall prevail.

f. Notices. Any notice to be given under this Business Associate Agreement to a party shall be made via U.S. Mail, commercial courier or hand delivery to such party at its address given below, and/or via facsimile to the facsimile telephone number listed below, or to such other address or facsimile number as shall hereafter be specified by notice from the party. Any such notice shall be deemed given when so delivered to or received at the proper address.

<u>If to Covered Entity, to:</u> City of Danbury Finance Department 155 Deer Hill Avenue Danbury, CT 06810 Attn: David St. Hilaire Fax: (203) 796-1526	<u>If to Business Associate, to:</u>
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g. Counterparts. This Business Associate Agreement may be executed in more than one, each of which shall be deemed an original.

CITY OF DANBURY

By: _____
Name: _____
Its: _____
Date: _____ 2014
_____ 2014

[BUSINESS ASSOCIATE]

By: _____
Name: _____
Its: _____
Date: _____

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Danbury or any person interested in the proposed bid; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this

_____ day of _____, 20_____.

My commission expires _____