



**SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
PURCHASING DEPARTMENT**

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<http://sedgwickcountv.org/finance/purchasing.asp>

**Request for Proposal  
EMS 2014 Monitor-Defibrillator Systems  
#14-0071  
Addendum #1**

August 13, 2014

The following is to ensure that vendors have complete information prior to submitting a proposal. Here are some clarifications regarding the EMS 2014 Monitor-Defibrillator Systems.

Questions and/or statements of clarification are in **bold** font, answers to specific questions are *italicized*.

**1) Please clarify the quantities and departments that AEDs will be deployed?**

*Answer: The AEDs will be deployed to Fire Department (trained) first responders and potentially other trained first responders throughout the County. We do not have any intentions of deploying these devices in public locations, e.g., malls, churches, etc., or for laypersons.*

**2) What are the parameters for each item listed in section 5.19? For the LP-12s, do these have pacing, 12-lead, SPO2, ETCO2, temperature, are they biphasic, etc?**

*Answer:*

**Sedgwick County EMS**

- *Twenty-six (26) biphasic – equipped with 12-lead, CO2 monitoring, NIBP, pacing, SP02 (no temperature or CO monitoring capability)*
- *Eight (8) monophasic – equipped with 12-lead, pacing, and NIBP (no CO2, SP02, temperature or CO monitoring capability)*

**Wichita Fire Department**

- *Two (2) biphasic - equipped with 12-lead, CO2 monitoring, NIBP, pacing, SP02 (no temperature or CO monitoring capability)*

**Sedgwick County Fire Department**

- *Two (2) monophasic - equipped with 12-lead, pacing, and NIBP (no CO2, SP02, temperature or CO monitoring capability)*

**3) Please find attached a list of serial numbers and descriptions of the trade-in items.**

**4) What is the term Sedgwick County is looking for regarding the lease option referred to on page 12, section 5.20?**

*Answer: Sedgwick County operates these devices at least 60 months up to 84 months depending on their condition, reliability, etc.*

**5) A request was made for a copy of the Business Associate Agreement (please find attached).**

**6) Section 5.17 Accessories – Item 14 One (1) case EKG multifunction electrodes (minimum 300/case). Do you want one case per device of 300 electrodes (300 x 34 = 10,200 electrodes) or a minimum of one case – 300 electrodes total? Item 15 one (1) case of pacing defibrillation ECG electrodes - adult (minimum 50 each/pair). Do you want 50 per device – 1,700 total? Item 16 – one (1) case of pacing defibrillation ECG electrodes – pediatric (minimum 50 each/pair). Do you want 50 per device – 1,700 total?**

*Answer: Item 14 - one (1) case of 300 electrodes per device is correct (300 x 34 = 10,200 electrodes). Item 15 – three (3) case/box of 10 each of pacing defibrillation ECG electrodes - adult is what is needed per device. 1,020 total (30 x 24 = 1,020). The county used 896 in the past 12 months. Item 16 – one (1) case/box of 10 each of pacing defibrillation ECG electrodes – pediatric is what is needed per device. 340 total (10 x 34 = 340). The county used 147 in the past 12 months.*

**7) Based on the current number of monitors requested and 15 stations, would 18 four bay chargers be appropriate? We have both 4 bay chargers and single bay chargers and will include as many as needed in proposal but wanted to verify the amount needed.**

*Answer: We are looking to the proposer to provide us with the appropriate number of chargers based on their product and the number of monitors we intend on purchasing [up to forty (40)] for our system with 18 peak time and 6 surge units at 15 locations throughout the County. Each proposer may be different in what they offer, i.e., a four bay, a three bay, a two bay, or single bay charging system, etc. It is not feasible for us at this time to determine and quote a specific quantity as it may vary from vendor to vendor. If each proposer can provide us their solution and a cost for each of the charging systems (as outlined in Section 3, subsection (r) and Section 5.13 of the RFP), we can then determine the quantity we would need for our system.*

**8) Can you provide more information on your expectations for training? For instance, what would you like us to provide for your night shift crews and how many people will need to be trained on the defibrillators? And how many will need to be trained on the AEDs? What you would want for 12-lead and capnography training?**

*Answer: For training we would expect the vendor to be onsite for a minimum of four (4) days and offer training on the monitor/defibrillator and AEDs at least two (2) times each day (a train-the-trainer model, two (2) to six (6) persons in each session). We would like a separate quote for a 12-lead and a capnography training class, two (2) days, with one (1) four (4) hour session each day.*

**9) The RFP asked in section 5.17 Item 8 for 4-lead cables and 5.17 Item 11 for trunk cables. Are these the same?**

*Answer: We are asking for four (4) main (trunk) EKG cables, four (4) 4-lead cables (if separate), and four (4) 6-wire precordial cables (if separate). The main (trunk) EKG cable and the 4-lead cables may be all in one unit for some vendors where it may come as two separate components for others.*

Firms interested in submitting a proposal, must respond with complete information and all supplementary materials and **deliver on or before 1:45 p.m. (CDT), Tuesday, August 19, 2014.** Late proposals will not be accepted and will not receive consideration for final award.

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE.**

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Joe Thomas, C.P.M.  
Purchasing Director

### 3) TRADE-IN ITEMS

#### Sedgwick County EMS LifePak 12 Inventory as 8/6/2014

Number	Serial Number	Age/Years	Pace	SPO2	12Lead	100MMPrinter	Fax	AED	NIBP	CO2	EL	IP	Trending	Type
1	34955167	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
2	34955168	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
3	34955169	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
4	35905097	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
5	35905151	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
6	35907531	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
7	36266686	4.47	X	C	X	X	X	X	X	X	X	-	X	Biphasic
8	35907675	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
9	35908095	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
10	35908099	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
11	35926808	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
12	35926809	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
13	35926810	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
14	35926811	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
15	35926812	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
16	35926813	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
17	35926816	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
18	35926817	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
19	35926818	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
20	34955161	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
21	34955163	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
22	34955164	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
23	34955165	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
24	34936187	6.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic
25	38419720	3.01	X		X	X	X	X	X	X	X	-	X	Biphasic
26	12959600	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
27	12959590	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
28	12959601	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
29	12959605	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
30	12959602	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
31	12959606	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
32	12959584	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
33	12959585	12.08	X		X	X	X	No	X	No	X	-	No	Monophasic
34	35989978	5.08	X	C	X	X	X	X	X	X	X	-	X	Biphasic

#### Sedgwick County Fire Department

Number	Serial Number	Age/Years	Pace	SPO2	12Lead	100MMPrinter	Fax	AED	NIBP	CO2	EL	IP	Trending	Type
1	30361155	unknown	X		X	X	X	No	X	No	X	-	No	Monophasic
2	30361149	unknown	X		X	X	X	No	X	No	X	-	No	Monophasic

#### Wichita Fire Department

Number	Serial Number	Age/Years	Pace	SPO2	12Lead	100MMPrinter	Fax	AED	NIBP	CO2	EL	IP	Trending	Type
1	38397316	unknown	X	C	X	X	X	X	X	X	X	-	X	Biphasic
2	38397317	unknown	X	C	X	X	X	X	X	X	X	-	X	Biphasic

**Sedgwick County EMS**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Unknown	Address	Ctrl. Asst.	Status
1	SEDGWICK CTY EMS	PCC-LP1000	40587712	25-Jul-12	1.75	29-Jul-17	00609601 00609602	1015 STILLWELL EMS002		B-1
2	SEDGWICK CTY EMS	PCC-LP1000	40587713	25-Jul-12	1.75	29-Jul-17	00609601 00609602	1015 STILLWELL EMS006		B-1
3	SEDGWICK CTY EMS	PCC-LP1000	40587714	25-Jul-12	1.75	29-Jul-17	00609601 00609602	1015 STILLWELL EMS001		B-1
4	SEDGWICK CTY EMS	PCC-LP1000	40587715	25-Jul-12	1.75	29-Jul-17	00609601 00609602	1015 STILLWELL EMS005		B-1
5	SEDGWICK CTY EMS	PCC-LP1000	38418405	18-Nov-09	4.42	22-Nov-14	00609601 00609602	1015 STILLWELL IBAR	119917	IBAR
6	SEDGWICK CTY EMS	PCC-LP1000	38012371	01-Jun-09	4.83	05-Jun-14	00609601 00609602	1015 STILLWELL EMS003	114499	B-1
7	SEDGWICK CTY EMS	PCC-LP1000	38012370	01-Jun-09	4.83	05-Jun-14	00609601 00609602	1015 STILLWELL EMS007	114498	B-1

**Sedgwick County Fire Department**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Address
1	SEDGWICK CTY FD	PCC-LP1000	39322614	07-Dec-10	3.33	11-Dec-15	7750 N WILD W DR SQ-37
2	SEDGWICK CTY FD	PCC-LP1000	41119061				7750 N WILD W DR E-31
3	SEDGWICK CTY FD	PCC-LP1000	41012239				7750 N WILD W DR SQ-32
4	SEDGWICK CTY FD	PCC-LP1000	41119066				7750 N WILD W DR SQ-33
5	SEDGWICK CTY FD	PCC-LP1000	41119063				7750 N WILD W DR SQ-34
6	SEDGWICK CTY FD	PCC-LP1000	41119067				7750 N WILD W DR Q-34
7	SEDGWICK CTY FD	PCC-LP1000	41119062				7750 N WILD W DR SQ-35
8	SEDGWICK CTY FD	PCC-LP1000	41119065				7750 N WILD W DR SQ-36
9	SEDGWICK CTY FD	PCC-LP1000	41119064				7750 N WILD W DR E-38
10	SEDGWICK CTY FD	PCC-LP1000	41012238				7750 N WILD W DR E-39

**Sedgwick County EMS**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Address	Location	Ctrl. Asst.	Status
1	SEDGWICK CTY EMS	PCC-LP500	32256360	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (Admin, WFD)	113726	B-1
2	SEDGWICK CTY EMS	PCC-LP500	32256361	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (E16, WFD)	113727	B-1
3	SEDGWICK CTY EMS	PCC-LP500	32256368	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	DMSU	113734	B-1
4	SEDGWICK CTY EMS	PCC-LP500	32256349	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (E1, WFD)	113715	B-1
5	SEDGWICK CTY EMS	PCC-LP500	32256351	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (E7, WFD)	113717	B-1
6	SEDGWICK CTY EMS	PCC-LP500	32256374	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Colwich	113740	
7	SEDGWICK CTY EMS	PCC-LP500	32256376	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Reserves	113742	B-1
8	SEDGWICK CTY EMS	PCC-LP500	32256375	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Reserves	113741	B-1
9	SEDGWICK CTY EMS	PCC-LP500	32256373	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Cheney Fire	113739	
10	SEDGWICK CTY EMS	PCC-LP500	32256372	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (Bently Fire)	113738	B-1
11	SEDGWICK CTY EMS	PCC-LP500	32256371	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	OMD	113737	B-1
12	SEDGWICK CTY EMS	PCC-LP500	32256370	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	EMS009	113736	B-1
13	SEDGWICK CTY EMS	PCC-LP500	32256365	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	VC-PD	113731	
14	SEDGWICK CTY EMS	PCC-LP500	32256369	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (old EMS-9)	113735	B-1
15	SEDGWICK CTY EMS	PCC-LP500	32256366	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	DMSU	113732	B-1
16	SEDGWICK CTY EMS	PCC-LP500	32256367	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Logistics	113733	B-1
17	SEDGWICK CTY EMS	PCC-LP500	34902615	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Mt. Hope EMS		B-1
18	SEDGWICK CTY EMS	PCC-LP500	35211475	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Mt. Hope Fire		B-1

**Sedgwick Co. Fire**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Address	Location	Ctrl. Asst.	Status
19	SEDGWICK CTY EMS	PCC-LP500	32256336	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	SQ32 (SCFD)	113702	missing
20	SEDGWICK CTY EMS	PCC-LP500	32256342	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (E38, SCFD)	113708	B-1
21	SEDGWICK CTY EMS	PCC-LP500	32256339	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (S35, SCFD)	113705	B-1
22	SEDGWICK CTY EMS	PCC-LP500	32256335	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E31 (SCFD)	113701	missing
23	SEDGWICK CTY EMS	PCC-LP500	32256344	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (BAT34, SCFD)	113710	B-1
24	SEDGWICK CTY EMS	PCC-LP500	32256337	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	B-1 (SQ33, SCFD)	113703	B-1
25	SEDGWICK CTY EMS	PCC-LP500	32256338	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	SQ34 (SCFD)	23-Apr	missing
26	SEDGWICK CTY EMS	PCC-LP500	32256343	24-Jun-04	9.83	28-Jun-09	7750 N WILD W DR	B-32 (SCFD)	113709	SCFD
27	SEDGWICK CTY EMS	PCC-LP500	32256341	24-Jun-04	9.83	28-Jun-09	7750 N WILD W DR	E-37 (SCFD)	113707	SCFD
28	SEDGWICK CTY EMS	PCC-LP500	32256340	24-Jun-04	9.83	28-Jun-09	7750 N WILD W DR	E-33 (SCFD)	113706	SCFD

**Wichita Fire**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Address	Location	Ctrl. Asst.	Status
29	SEDGWICK CTY EMS	PCC-LP500	32256352	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Q13 (WFD)	113718	Q13
30	SEDGWICK CTY EMS	PCC-LP500	32256353	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E18 (WFD)	113719	Q18
31	SEDGWICK CTY EMS	PCC-LP500	32256354	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Q17 (WFD)	113720	Q17
32	SEDGWICK CTY EMS	PCC-LP500	32256356	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E2 (WFD)	113722	E2
33	SEDGWICK CTY EMS	PCC-LP500	32256362	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E8 (WFD)	113728	E8
34	SEDGWICK CTY EMS	PCC-LP500	32256358	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Q14 (WFD)	113724	Q14
35	SEDGWICK CTY EMS	PCC-LP500	32256359	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Q15 (WFD)	113725	E15
36	SEDGWICK CTY EMS	PCC-LP500	32256348	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E6 (WFD)	113714	SQ6
37	SEDGWICK CTY EMS	PCC-LP500	32256345	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E12 (WFD)	113711	E12
38	SEDGWICK CTY EMS	PCC-LP500	32256347	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E3 (WFD)	117713	E3
39	SEDGWICK CTY EMS	PCC-LP500	32256357	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E10 (WFD)	113723	E10
40	SEDGWICK CTY EMS	PCC-LP500	32256346	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E9 (WFD)	113712	E9
41	SEDGWICK CTY EMS	PCC-LP500	32256355	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Q19 (WFD)	113721	Q19
42	SEDGWICK CTY EMS	PCC-LP500	32256363	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E11 (WFD)	711729	unknown
43	SEDGWICK CTY EMS	PCC-LP500	32256350	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	Q4 (WFD)	113716	Q4
44	SEDGWICK CTY EMS	PCC-LP500	32256364	24-Jun-04	9.83	28-Jun-09	1015 STILLWELL	E5 (WFD)	113730	E5

**Sedgwick County Fire Department**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Unknown		Address	Location
1	SEDGWICK CTY FD	PCC-LP500	35147322	12-Dec-06	7.33	16-Dec-11			1015 STILLWELL	SCEMS
2	SEDGWICK CTY FD	PCC-LP500	35147321	12-Dec-06	7.33	16-Dec-11			7750 N WILD W DR	E-36
3	SEDGWICK CTY FD	PCC-LP500	35147320	12-Dec-06	7.33	16-Dec-11			7750 N WILD W DR	Q-35
4	SEDGWICK CTY FD	PCC-LP500	12337615	08-Mar-05	9.08	06-Jun-05			7750 N WILD W DR	B-34
5	SEDGWICK CTY FD	PCC-LP500	35147317	12-Dec-06	7.33	16-Dec-11			7750 N WILD W DR	Q-32
6	SEDGWICK CTY FD	PCC-LP500	35147319	12-Dec-06	7.33	16-Dec-11			7750 N WILD W DR	B-34

**Wichita Fire Department**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Unknown		Address	
1	WICHITA FD SAFETY	PCC-LP500	34999531	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
2	WICHITA FD SAFETY	PCC-LP500	34999534	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
3	WICHITA FD SAFETY	PCC-LP500	34999533	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
4	WICHITA FD SAFETY	PCC-LP500	34999532	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
5	WICHITA FD SAFETY	PCC-LP500	33127521	26-Mar-05	9.08	30-Mar-10	03454903	03454903	731 N MAIN	WICHITA
6	WICHITA FD SAFETY	PCC-LP500	33127522	26-Mar-05	9.08	30-Mar-10	03454903	03454903	731 N MAIN	WICHITA
7	WICHITA FD SAFETY	PCC-LP500	34999535	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
8	WICHITA FD SAFETY	PCC-LP500	31924172	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
9	WICHITA FD SAFETY	PCC-LP500	31924180	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
10	WICHITA FD SAFETY	PCC-LP500	31924179	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
11	WICHITA FD SAFETY	PCC-LP500	33127520	26-Mar-05	9.08	30-Mar-10	03454903	03454903	731 N MAIN	WICHITA
12	WICHITA FD SAFETY	PCC-LP500	31924177	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
13	WICHITA FD SAFETY	PCC-LP500	34999537	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
14	WICHITA FD SAFETY	PCC-LP500	31924176	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
15	WICHITA FD SAFETY	PCC-LP500	31924175	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
16	WICHITA FD SAFETY	PCC-LP500	31924181	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
17	WICHITA FD SAFETY	PCC-LP500	31924173	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
18	WICHITA FD SAFETY	PCC-LP500	31924178	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
19	WICHITA FD SAFETY	PCC-LP500	31416736	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
20	WICHITA FD SAFETY	PCC-LP500	31416735	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
21	WICHITA FD SAFETY	PCC-LP500	31416734	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
22	WICHITA FD SAFETY	PCC-LP500	31416733	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
23	WICHITA FD SAFETY	PCC-LP500	31416732	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
24	WICHITA FD SAFETY	PCC-LP500	31416731	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
25	WICHITA FD SAFETY	PCC-LP500	31416730	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	WICHITA
26	WICHITA FD SAFETY	PCC-LP500	31416729	23-Sep-03	10.58	26-Sep-08	03454903	03454903	731 N MAIN	SQ12
27	WICHITA FD SAFETY	PCC-LP500	31924174	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
28	WICHITA FD SAFETY	PCC-LP500	31924187	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
29	WICHITA FD SAFETY	PCC-LP500	33127519	26-Mar-05	9.08	30-Mar-10	03454903	03454903	731 N MAIN	WICHITA
30	WICHITA FD SAFETY	PCC-LP500	33127518	26-Mar-05	9.08	30-Mar-10	03454903	03454903	731 N MAIN	WICHITA
31	WICHITA FD SAFETY	PCC-LP500	35029622	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
32	WICHITA FD SAFETY	PCC-LP500	35029621	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
33	WICHITA FD SAFETY	PCC-LP500	34999538	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
34	WICHITA FD SAFETY	PCC-LP500	34999536	09-Nov-06	7.42	13-Nov-11	03454903	03454903	731 N MAIN	WICHITA
35	WICHITA FD SAFETY	PCC-LP500	31924182	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
36	WICHITA FD SAFETY	PCC-LP500	31924186	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
37	WICHITA FD SAFETY	PCC-LP500	31924185	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
38	WICHITA FD SAFETY	PCC-LP500	31924184	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA
39	WICHITA FD SAFETY	PCC-LP500	31924183	26-Mar-04	10.08	30-Mar-09	03454903	03454903	731 N MAIN	WICHITA

**Sedgwick County EMS**

No.	Department	Device	Serial No.	Mfr Date	Age	Repl Date	Unknown		Address	Ctrl. Asst.	Status
1	SEDGWICK CTY EMS	PCC-LPCRP	32372546	01-Dec-09	4.45	01-Dec-09	00609612	00609612	Intrust Bank Arena	113745	IBAR
2	SEDGWICK CTY EMS	PCC-LPCRP	32372411	01-Dec-09	4.45	01-Dec-09	00609612	00609612	Intrust Bank Arena	113746	IBAR
3	SEDGWICK CTY EMS	PCC-LPCRP	32372365	01-Dec-09	4.45	01-Dec-09	00609612	00609612	Intrust Bank Arena	113747	IBAR
4	SEDGWICK CTY EMS	PCC-LPCRP	32372397	01-Dec-09	4.45	01-Dec-09	00609612	00609612	Intrust Bank Arena	113748	IBAR
5	SEDGWICK CTY EMS	PCC-LPCRP	32372367	01-Dec-09	4.45	01-Dec-09	00609612	00609612	Intrust Bank Arena	113749	IBAR
6	SEDGWICK CTY EMS	PCC-LPCRP	32372401	01-Dec-09	4.45	01-Dec-09	00609612	00609612	Intrust Bank Arena	114485	IBAR

## **5) BUSINESS ASSOCIATE ADDENDUM**

### **HIPAA RULES**

#### **DEFINITIONS**

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### **Specific definitions:**

(a) **Business Associate**. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

(b) **Covered Entity**. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.

(c) **HIPAA Rules**. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

##### **Business Associate agrees to:**

2.1 not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;

2.3 report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;

2.4 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

2.5 in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on

behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

2.7 make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

2.8 make its internal practices, books, and records available to the Covered Entity or the Secretary for purposes of determining compliance with the HIPAA Rules; and

2.9 maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

### **PERMITTED USES AND DISCLOSURES BY ASSOCIATE**

3.1 Except as otherwise limited in this Agreement, Business Associate may only Use or Disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of the Covered Entity.

### **SPECIFIC USE AND DISCLOSURE PROVISIONS**

4.1 Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 Business Associate may Use or Disclose Protected Health Information as Required By Law.

4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.



4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

4.6 Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### **OBLIGATIONS OF COVERED ENTITY**

5.1 Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

5.3 Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

#### **PERMISSIBLE REQUESTS BY COVERED ENTITY**

6.1 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

#### **TERM**

7.1 *Term.* The Agreement shall be effective as of date of execution of the Agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Agreement.

## **MISCELLANEOUS**

8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or Subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, by the Business Associate or its employees, directors, officers, Subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's failure to perform, Breach or other action under this Agreement.

## **SECURITY RULE REQUIREMENTS**

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including Subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any Security Incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

## **TERMINATION**

10.1 Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

## **EFFECT OF TERMINATION**

11.1 Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information 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. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

- continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination; and

- return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

## **NOTIFICATION OF BREACH**

12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it shall, following the discovery of a Breach of such information, notify the Covered Entity of such Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Used, accessed, acquired, or Disclosed during such Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 For purposes of this section, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the Individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such Business Associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by the Business Associate involved in the case of a notification required under section 12.2. The Business Associate involved in the case of a notification required under section 12.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a Disclosure covered under such section.

If a law enforcement official states to the Business Associate that any notification or notice would impede a criminal investigation or cause damage to national security, the Business Associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

**PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.**

13.1 Except as provided in section 13.2, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity has obtained from the Individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.

13.2. Section 13.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the Individual, subject to any regulation that the Secretary may promulgate to prevent Protected Health Information from inappropriate access, Use, or Disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the Business Associate for activities involving the exchange of Protected Health Information that the Business Associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the Agreement.
- (f) The purpose of the exchange is to provide an Individual with a copy of the Individual's Protected Health Information pursuant to section 164.524 of title 45, Code of Federal Regulations.
- (g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).