



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

***Purchasing Department***

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 660-1839

[https://www.sedgwickcounty.org/finance/purchasing/  
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL  
RFP #23-0031  
RECORDS MANAGEMENT SYSTEM FOR THE REGISTER OF DEEDS**

May 15, 2023

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide a records management system for the Register of Deeds. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, July 11, 2023.

**All contact concerning this solicitation shall be made through the Purchasing Department.** Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

**Lee Barrier  
Purchasing Agent**

**LB/ch**

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Sedgwick County...Working for you*

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## **I. About this Document**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **II. Background**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Register of Deeds is responsible for recording, storing, maintaining, and preserving all land records and other official documents with the highest level of integrity and professional conduct. The office works with the public, several departments within the County, attorneys, and title companies searching for real estate records. The office's current in-house software program provides a single location in which all transactions pertaining to real estate are recorded. The Register of Deeds processes an average of 75,000 to 100,000 new records annually. Copies and certified copies for land records are available for online viewing back to January 1, 1969. The Register of Deeds is also in the process of selecting a service to digitize records back to the 1800s. These records will be integrated into the records management system. To best accommodate the digitization of these land records and manage new document recordings, the Register of Deeds is looking for a new records management system. The goal is to make copies and certified copies of all land records available for viewing and purchasing online.

### III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide a records management system for the Register of Deeds. The following objectives have been identified for this contract:

1. Acquire a records management system meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven “track-record” in performance, service and customer satisfaction.
3. Acquire a records management system with the most advantageous overall cost to the county.

### IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Lee Barrier  
Sedgwick County Purchasing Department  
100 N. Broadway, Suite 610  
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, July 11, 2023**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CDT on the due date. No information other than the respondent’s name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these bids are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:00 pm.

### V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material and equipment necessary to perform the following:

#### A. **Project Requirements**

Successful proposals should offer solutions for items listed below.

#### **Mandatory Project Requirements**

- Customizable permissions and security for internal and external users
  - Internal: 138
  - External (View Only Access): 1,016
- Intuitive user interface with integrated messaging, autocomplete fields, spell check, and word wrap capabilities to provide for a positive user experience
  - The user interface must scale well to remain usable and readable at varying screen resolutions, DPIs, and scaling settings.

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- Integrated workflow for data entry, verification, indexing, correction, and finalization of records including time stamp, preview screen, and immediate access to records upon completion of record entry
  - Ability to assign specific types of documents to users
  - Ability to restrict who can verify documents and prevent same user from verifying documents they have indexed
  - Indexing process should maintain sequential order and prevent multiple employees from pulling the same document from the queue
  - Simultaneous record viewing by multiple users within the same receipt
  - Ability to perform basic image manipulation such as adjusting brightness, rotating, add/delete pages, etc.
    - Prefer built in OCR capabilities
- Customizable workflows allowing documents to be handled in the same manner regardless if received in person, by mail, or online via eRecord capabilities
  - Internal eRecording portal for inter-governmental entities
  - Ability to work with outside vendors such as Simplifile, Mobilis Technologies and CSC eRecording to upload digital images for recording
  - Ability to print labels that include a barcode and Register's signature in order to scan physical documents into the RMS
- Cashiering that includes the ability to take cash, check, credit card, escrow account, journal entry and ACH transactions; correct errors; manage customer accounts; and allow payers to print receipts online or receive receipts through email
  - Vendor must be able to work with the County's payment processing provider, Municipal Services Bureau, MSB, for web-based payments, terminal payments, and batch payments.
- Robust reporting -Flexible input/output and ad hoc reporting
  - Timekeeping report that details how long employees spend working in each record
- Batch process capabilities
  - Ability to block document numbers for future title company batches
- Intuitive and user-friendly public access capabilities
  - Prefer the ability to provide digital certified copies of documents via email or instantly through online purchase
  - Watermark designating uncertified copies
- Auditing capabilities
  - Tracking of skills per individual to tabulate how quickly an employee is performing work in order to provide feedback to staff
  - Tracking of customer interactions and purchases
  - Addendum-based corrections/audit trail
- Property fraud alert capabilities
  - Text capabilities and/or call from a live person preferred
- Increased efficiency specifically with relation to reports and data entry
  - Prefer a method of creating an alert or report for Sales Validation Questionnaires (SVQ) for the Appraiser's Office and Clerk's Office
- Desktop and remote capabilities
  - Ability to use system on tablets used for offsite events
  - Prefer mobile access capabilities with mobile friendly data entry for users and staff
  - Windows, Apple device/iOS and Android support
- Ability to void a transaction after the document has been verified with notations on reason
  - Ability to see original image as well as reasons for void

- Excellent data integrity with no loss of data as well the ability to migrate records form current database and records to be digitized that are older than 1969
- 24/7 online availability
- Search capabilities that allow for partial or complete search criteria
- Automated indexing with PIN
- Reliable and responsive technical support
- Fax and email capability from within the system
- Ability to enter data without an internet connection for upload into system once connectivity is available
- Training support from vendor
- Support local database export for transfer to film
- Real-time workflows and updates from the RMS to partner offices and from partner offices to the RMS
- Ability to interface with the following systems:
  - Aumentum
  - SAP – Business ByDesign
  - OnBase
  - ESRI

**B. System Architecture and Design**

This subsection should include the following information:

**i. System Diagram**

Provide a diagram of the proposed system architecture. The diagram should include an overall representation of the servers, network, peripherals, workstations, mobiles, and interface points, as well as a representation of the system environments (Production, Test, Training, and Disaster Recovery).

**ii. Proposed Hardware Configuration**

Provide a listing or description of hardware configuration(s) recommendations based on use experience.

**iii. Performance and Reliability**

Describe any impact to systems (e.g. interference to normal operations, system shutdown) that will occur during server upgrades and/or expansions.

How will the vendor ensure concurrent operation of all system components without degradation?

Describe the system response times that will be guaranteed during the lifetime of the system (both during original warranty period and lifetime support). This is specifically referring to the transaction times related to commands.

Describe how the Vendor will measure and ensure system performance over the lifetime of the system.

The County expects seven days a week, twenty-four-hour operation and availability with regard to the presented records management system. Describe how the vendor will guarantee 99.999% availability both initially and during the life of any license and maintenance contract.

What level of system availability is recommended for the records management system?

Describe how the vendor will guarantee this level of availability both initially and during the life of any license and maintenance contract.

iv. **System Failover and Restoration**

Provide a detailed description of the proposed backup environment.

Do operations automatically failover to the backup environment in the event of a failure in the production environment? Describe any actions that must be taken by personnel to activate a backup environment.

How much time is required until operations commence in the backup environment when operations in the production environment fail?

What steps, degree of user intervention, and time is required to return operations to the primary environment?

v. **Network Compatibility**

What is the minimum actual network throughput and latency?

vi. **System Software Applications and Utilities**

Provide the name, company, and release level of any additional third-party software required to support the proposed solution.

vii. **System Backup**

Describe the recommended approach for system backup.

How will the proposer's recommended backup process affect live operation?

Are all system functions (inquiry and update) available during backup? If not, explain the level of availability of system functions during backup and approximate time to perform backup.

Will the recommended approach enable full backup of the system?

Can the full backup be performed unattended?

Can full backup be scheduled to occur automatically?

Can the system perform incremental backup (i.e. only data/files updated since last backup)?

How long (estimated) will it take and what steps are involved to restore from a backup?

viii. **Data Conversion Plan**

In this subsection please provide a Conversion Plan and approach – Data from legacy systems must be converted to the new system. The Data Conversion Plan must describe the strategy, approach, processes and reference the appropriate specifications to convert data from the County's legacy systems to the new system.

ix. **Deployment/Implementation**

In this subsection the Vendor must provide a detailed Deployment and Implementation plan which documents the activities that must be performed to deploy the application to the production environment and implement within the County. The plan must detail elements related to the critical activities that need to be performed prior to launch. The plan must contain the detailed installation procedures, and consider the inter-application dependencies. The plan must include the step-by-step activities leading up to deployment as well as the post-deployment activities related to reporting and clean-up. Additionally, the plan must address the roles and responsibilities, Go/No-Go criteria and decision date, required resources (including departmental staff, Sedgwick IT staff, and third-parties), assumptions, and risks related to implementation and Go-live.

At a minimum, the deliverable must contain the following:

1. Deployment strategy and approach
2. Software installation procedures
3. Deployment/Conversion implementation detailed plan
4. Post deployment activities
5. Proposed scope, approach, schedule and team
6. Implementation phase entry and exit criteria
7. Implementation readiness approach (go/no-go criteria and checklist)

C. **Project Management**

Include the following information in this subsection: Describe the Vendor's approach to managing the implementation of the proposed system, addressing at a minimum the following components of project management:

1. Project communications
2. Schedule management
3. Issue management
4. Scope management
5. Risk management
6. Quality assurance

Statement of Work that breaks down the system implementation by tasks and delineates Vendor and the County's responsibilities within each task. Tasks should include configuration, testing and interface development and deployment. Address project management services including creating and maintaining a detailed deployment plan, along with a detailed task list.

Realistic and readable implementation project schedule that starts at contract signing. The schedule should describe tasks to be performed by the County as well as by the Vendor.

How will the Vendor help the County or other external customers who interface with the County information systems identify potential changes in business processes because of changes in application software?



**D. Training**

In this subsection the Vendor should describe how they would provide the following types of training programs, along with appropriate documentation:

A training program for County’s project implementation team that includes the training necessary to understand the overall system architecture, interface configurations, data import/export capabilities, and workflow configuration options, etc.

A training program for application administrators that includes the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of system.

A training solution to support the training of end-users in the functionality of the various proposed system modules. To support the training of end users, the County envisions the use of a “train-the-trainer” approach. However, it is requested that all end users receive individual training.

Post implementation training.

Multimedia presentations of training made available following actual training (e.g., PowerPoint presentations, videos, etc.).

A training program that accounts for end users on shift work and may not be available during normal training hours.

**E. Cost of Work**

All costs for each item referred to in the proposal must be identified in this subsection.

Costs must be unbundled and separately listed. Proposals that do not detail specific costs will be considered non-responsive.

The vendor shall bear the onus of any cost related errors.

All interface costs must be included. Note that the costs associated with interfaces shall include all costs associated with the development, testing, and deployment of the defined interface.

List all systems and applications for which the system currently has interfaces in place.

The county reserves the right to conduct negotiations with Vendors on pricing and payment terms.

Costs proposals should include the following components:

Implementation Costs – Describe and list all costs that would be associated with implementation of the system, including but not limited to the following:

1. Installation of Hardware/Software
2. System Integration
3. Project Management
4. Training
5. Data Conversion
6. Travel
7. Any other costs (please describe)

Optional Costs – Describe and list all optional cost items associated with the system.

Total One-Time Costs – Present a summary of all one-time costs for the system.

Recurring Costs – Provide a ten-year cost schedule that presents the annual cost for maintenance and service warranty. Include options to renew after ten years.

Payment Schedule – Provide a proposed payment schedule.

#### **F. Architecture and IT Standards**

If web based, must be written in HTML 5, and not require any browser plug-ins, other than for interfacing with scanners.

Vendor should provide a list of client requirements.

Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, etc.). How does this impact costs and services?

Vendor should specify minimum and recommended database system requirements, including database brand, version, CPU core count, RAM and disk space. Specify whether a dedicated database instance or machine is required, and if so, why. Specify whether database changes require hands-on support from vendor.

Vendor should list client application deployment methods (please include how these applications will be updated).

Vendor should list any included backup and recovery capabilities, objectives, and estimated timelines. Please include any known issues with backup and recovery systems on the market.

Vendor should provide secure connections to data and be compliant with any regulatory requirements such as Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), and Payment Card Industry (PCI) requirements.

Vendor should include interface diagram and security specifics.

Vendor should describe all available custom API types that are available, and for what purpose each API is intended.

If not answered in previous question please list authentication and security methods for access to the system and system data.

The software needs to be able to be supported on current technology standards and future / modern OS releases. Does this system stay up to date with modern software updates -- such as Windows OS or SQL versioning to the latest versions?

Vendor should list Server and Client resource requirements (CPU, Memory, and Disk Space)

Vendor should indicate server and application update practices (Include the answers to how to patch the application on the client and server).

Vendor should list network connection requirements.

If on-premise, vendor should list system external interface requirements. (Please include an interface diagram.) – Is there any remote connection into the on-premise system needed for support by the vendor?

If not addressed in previous response, vendor should list authentication and security methods for access to the system and system data.

Vendor should indicate backup methods recommended - any incompatibilities with backup systems on the market.

For on-premise solutions, Vendor should provide full instructions for configuring database connection strings.

For on-premise solutions, Vendor should provide a list of supported and compatible database system versions.

Software should be compatible with modern antivirus clients. (List any needed exceptions or known problems.)

#### **G. Project Status Reporting**

Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:

1. Overall summarization of the project progress;
2. Deliverables achieved;
3. Deliverables remaining, progress, and expected delivery on each; and
4. Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.)

#### **H. Acceptance Testing**

I. The vendor will work with the department to create an acceptance testing plan. Both parties shall agree to the plan in writing and the plan must be completed prior to county acceptance of the solution.

**J. Documentation**

The vendor shall provide system documentation (required electronic and optional written) to the department and Sedgwick IT. Documentation must include steps for setup and configuration of servers and clients, and must include product use, maintenance and version upgrade instructions.

**K. User Training**

Describe any training to be provided by the Vendor:

1. Identify who and how many resources require training.
2. Identify the timing of the training.
3. Indicate if training is to be provided at the Department’s site or off site.
  - a. If on-site training is required indicate if the Vendor will be required to deliver training at multiple locations or at one central location.
4. Identify location of training facilities.
5. Describe the equipment and software to be provided at the training facility.
6. Identify any required content for training materials to be provided to trainees.
7. Identify any experience/skill requirements for the individual(s) delivering the training.)

**VI. Sedgwick County’s Responsibilities**

- Provide information, as legally allowed, in possession of the county, which relates to the county’s requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

**VII. Proposal Terms**

**A. Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Lee Barrier at Lee.Barrier@sedgwick.gov by 5:00 pm CDT, June 2, 2023. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CDT, June 16, 2023. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

**B. Minimum Firm Qualifications**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response. Proposers shall:

1. Have a minimum of five (5) years’ experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

**C. Evaluation Criteria**

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
a. Ability to provide a comprehensive, integrated solution to meet stated requirements.	40
b. Approach, methodology, and proposed schedule for solution.	25
c. Record of performance on similar projects, including customer retention, customer support during and after project implementation, and other feedback from references.	15
d. Total cost of ownership (software, annual maintenance and support, implementation services, training, hardware, database, resources required, etc.) *	10
e. Firms economic and technical resources, stability and longevity in the market.	5
f. Proposal quality and contents	5
Total Points	100

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- A. \$38,000.00 divided by \$50,000.00 =.76                      .76\*10                      7.6 points
- B. \$38,000.00 divided by \$38,000.00 =1.00                      1.00\*10                      10 points
- C. \$38,000.00 divided by \$49,000.00= .77                      .77\*10                      7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

**D. [Request for Proposal Timeline](#)**

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	<b>May 15, 2023</b>
Questions and clarifications submitted in writing by 5:00 pm CDT	<b>June 2, 2023</b>
Addendum Issued by 5:00 pm CDT	<b>June 16, 2023</b>
Sealed Proposal due before 1:45 pm CDT	<b>July 11, 2023</b>
Evaluation Period	<b>July 11, 2023-August 18, 2023</b>
Board of Bids and Contracts Recommendation	<b>August 31, 2023</b>
Board of County Commission Award	<b>September 13, 2023</b>

**E. [Contract Period and Payment Terms](#)**

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of 10 years.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

**Payment and Invoice Provisions**

[https://www.sedgwickcounty.org/media/39239/payment\\_and\\_invoice\\_provisions.pdf](https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf)

**F. Insurance Requirements**

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

<b>Workers’ Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer’s Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>(Network security and privacy insurance with a minimum single limit of \$2,000,000.00 each claim and general aggregate; and (c) Technology Errors &amp; Omissions Liability with the following minimum limits of liability: \$2,000,000.00 each claim and general aggregate. For the above requirements for Cyber / Network Security and Privacy Liability and Technology Errors &amp; Omissions Liability can be met by separate policies or a combination of these coverages under one policy form with Minimum Limits of \$4,000,000.00 Each Occurrence and in the Aggregate.</b>	

**Special Risks or Circumstances:**

*Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.*

**IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:**

*In addition to the above coverages, contractor shall also provide the following:*

<b>Builder’s Risk Insurance:</b>	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, contractor, and all Subcontractors shall be included as named insured’s.
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**G. Indemnification**

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider’s performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**H. Confidential Matters and Data Ownership**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.



**I. Proposal Conditions**

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

**VIII. Required Response Content**

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The firm's relevant experience, notably experience working with government agencies.
3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
6. Proof of insurance meeting minimum insurance requirements as designated herein.
7. Those responses that do not include all required forms/items may be deemed non-responsive.

**IX. Response Form**

**REQUEST FOR PROPOSAL**

**RFP #23-0031**

**Records Management System for the Register of Deeds**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

**NAME** \_\_\_\_\_

**DBA/SAME** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **CITY/STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **HOURS** \_\_\_\_\_

**STATE OF INCORPORATION or ORGANIZATION** \_\_\_\_\_

**COMPANY WEBSITE ADDRESS** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**NUMBER OF LOCATIONS** \_\_\_\_\_ **NUMBER OF PERSONS EMPLOYED** \_\_\_\_\_

**TYPE OF ORGANIZATION:** Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**BUSINESS MODEL:** Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**Not a Minority-Owned Business:** \_\_\_\_\_ **Minority-Owned Business:** \_\_\_\_\_ (Specify Below)

\_\_\_\_\_ African American (05) \_\_\_\_\_ Asian Pacific (10) \_\_\_\_\_ Subcontinent Asian (15) \_\_\_\_\_ Hispanic (20)

\_\_\_\_\_ Native American (25) \_\_\_\_\_ Other (30) - Please specify \_\_\_\_\_

**Not a Woman-Owned Business:** \_\_\_\_\_ **Woman-Owned Business:** \_\_\_\_\_ (Specify Below)

\_\_\_\_\_ Not Minority -Woman Owned (50) \_\_\_\_\_ African American-Woman Owned (55) \_\_\_\_\_ Asian Pacific-Woman Owned (60)

\_\_\_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_\_\_ Hispanic Woman Owned (70) \_\_\_\_\_ Native American-Woman Owned (75)

\_\_\_\_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**DUNS NUMBER:** \_\_\_\_\_ **SAM NUMBER:** \_\_\_\_\_

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to

[www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

Sedgwick County Non-Employee Information Technology Usage Agreement

Anyone who is not a Sedgwick County employee that will access Sedgwick County information technology in the course of their work for Sedgwick County ("Non-employee personnel") are required to sign this document before accessing any Sedgwick County information technology system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.

Sedgwick County Network without prior written approval in advance from the SCCIO.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (SCCIO).
3. Non-employee personnel may access only those resources for which they are specifically authorized.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
  - a. Passwords shall remain confidential.
  - b. Passwords shall be changed at least every 90 days.
  - c. Passwords shall be at least seven characters long.
  - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, A, B, (ii) English lower case letters, a, b, (iii) Westernized Arabic numerals, 0,1,2, and (iv) Non-alphanumeric ("special characters") such as punctuation symbols.
  - e. Passwords shall not contain your user name or any part of your full name.
  - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
7. Non-employee personnel may not leave their workstation logged onto the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. All installed software must have been approved in writing in advance by the SCCIO.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
11. Non-employee personnel shall promptly notify the SCCIO if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the SCCIO.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the SCCIO.
14. Non-employee personnel shall not attach any device to the Sedgwick County network or attach any device to any device attached to the

15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the SCCIO.
16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the SCCIO.
18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal or unauthorized use.
19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
  - a. Game playing;
  - b. Internet surfing not required for their work activity;
  - c. Non-related work activity; or
  - d. Any illegal activity.
  - e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County DIO IT personnel.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the SCCIO.
21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other authorized non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media that does or did contain Sedgwick County data shall be erased or destroyed prior to disposal, according to existing Sedgwick County Standards..
23. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the SCCIO. Non-employee personnel may not modify any Sedgwick County computer data without the written approval in advance of the data owner.
24. Non-employee personnel shall not attempt to obtain, use or distribute Sedgwick County system or user passwords.
25. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
26. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
27. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
28. Non-employee personnel are prohibited from causing Sedgwick County personnel to break copyright laws.
29. Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above-referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

Non-employee personnel signature \_\_\_\_\_ Date \_\_\_\_\_ Company/Agency name Print \_\_\_\_\_

Non-employee personnel name (Print) \_\_\_\_\_

Purpose (State the reason you are signing this form) \_\_\_\_\_

Non-employee personnel phone number \_\_\_\_\_

Sedgwick County Sponsor & phone number (Print employee name and department) \_\_\_\_\_

Revision Date: 09/24/2009

## HIPAA RULES

### BUSINESS ASSOCIATE ADDENDUM 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 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;



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; and

provided, however, that nothing in this section 11.1 shall apply in the case of PHI remaining in its possession which Business Associate determines it is not feasible to return or destroy. Business Associate shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI.

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).