

STATE OF CONNECTICUT**UNIVERSITY OF CONNECTICUT HEALTH CENTER****John Russell***Buyer Name***jjrussell@uchc.edu***Buyer E-mail Address***PURCHASING SERVICES DEPARTMENT****263 Farmington Avenue, MC4036****Farmington, CT 06032-4036**

RFP NUMBER	PROPOSAL DUE DATE:	PROPOSAL DUE TIME:
2-2326	January 19, 2010	3:30 PM
RFP TITLE:	Dental Information Management System	

NOTE: This acknowledgement is crucial for proposal follow-up procedures. Once completed please fax this document to 860-679-2508.

Please check one of the following boxes:

☐ YES, submitting a proposal☐ NO, not submitting a proposal**PLEASE TYPE THE FOLLOWING INFORMATION:**

COMPANY NAME:

STREET ADDRESS:

CITY, STATE, ZIP CODE:

CONTACT NAME/TITLE:

PHONE:

E-MAIL:

FAX:

STATE OF CONNECTICUT**UNIVERSITY OF CONNECTICUT HEALTH CENTER****John Russell**

Buyer Name

jjrussell@uchc.edu

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READ CAREFULLY

Check

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION ITEM AS YOU COMPLETE IT

1.	Form UCHC RFP-01 (Acknowledgement: Receipt of RFP Documents) must be completed and returned <u>at least</u> 48 hours before the proposal due date and time listed above.	☐
2.	Form RFP-04 (Scope of Work) must be included with your proposal and contain the following:	
	a. Vendor's name must be in the upper right corner of all price schedule pages	☐
	b. The delivery information has been included with the proposal. Be specific: In most cases, "as ordered" or "as required" is not complete information.	☐
	c. The proposal prices you have offered have been reviewed and verified.	☐
	d. The price extensions and totals have been checked. In case of discrepancy between unit prices and total prices, the unit price will govern the proposal evaluation.	☐
	e. Any errors, alterations, corrections or erasures to unit prices or total prices must be initialed by the person who signs the proposal or his/her designee. Such changes made and not initialed shall mean automatic rejection of that portion of the proposal.	☐
	f. The payment terms are Net 45 Days . You may offer cash discounts for prompt payment. Cash discounts for net terms less than 45 days may be considered when evaluating proposal pricing. <i>Exception:</i> State of CT Small Business Set-Aside proposal payment terms shall be in accordance with Connecticut General Statutes §4a-60j.	☐
3.	Any technical or descriptive literature, drawing or proposal samples that are required have been included with the proposal.	☐
4.	If required, the amount of proposal surety has been checked and the surety has been included.	☐
5.	Any addenda (UCHC RFP-09, UCHC RFP-10 Forms) to the RFP have been signed and included.	☐
6.	Form UCHC RFP-11 (Proposer's BOD Meeting Schedule Form) must be completed and returned with your proposal	☐
7.	Form UCHC RFP-05 (SEEC, CHRO, & W-9 Compliance) must be completed in its entirety and submitted with each proposal, even if the Proposer's company is family owned or operated, and regardless of the number of employees. Non-compliance may result in proposal rejection.	☐
8.	If applicable, the following OPM Ethics Form(s) have been completed and attached: a) OPM Ethics Form 5 (Consulting Agreement Affidavit) – Contract Value of \$50,000 or more b) OPM Ethics Form 6 (Affirmation of Receipt of State Ethics Laws Summary) – Contract Cost of \$500,000 or more	☐

PROPOSER'S CHECKLIST

9.	The proposal is to be mailed or hand-delivered in time to be received <u>no later than</u> the designated opening date and time. Late proposals are not accepted under any circumstances. Please allow enough time if you are mailing in your proposal. a) Please use the mailing label format below when submitting your proposal <u>via mail</u>. SEALED RFP NUMBER: <u>2-2326</u> NOT TO BE OPENED UNTIL: <u>January 19, 2010 @ 3:30 PM</u> RETURN PROPOSAL TO: University of Connecticut Health Center 263 Farmington Avenue MC 4036 Farmington, CT 06032-4036 b) <u>Hand delivered</u> proposals are to be presented at the following address: University of Connecticut Health Center Purchasing Services Department 16 Munson Road 2nd Floor Farmington, CT 06032	☐
10.	Your submitted proposal may be rejected if the following requirements are not met: a) All proposal forms must be signed by a duly authorized representative of the company. b) Applicable OPM Ethics Forms referenced in item number (7.) above must be signed, notarized (where applicable), and returned with proposal. c) A duly authorized representative of the successful Proposer must sign Form UCHC-11.1 or UCHC-11.3 (Non-Discrimination Certification) and Form UCHC-11.4 (Certification of Resolution) upon execution of contract. If the successful Proposer refuses to sign this form upon execution of the contract, UCHC will have the option to make the award to the next Proposer or Proposers whose proposals UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP.	
11.	PLEASE NOTE: - All proposals shall become the sole property of the University of Connecticut Health Center and will not be returned. - Vendor may be asked to submit a UCHC RFP-08 Form (Proposer's Statement of Qualifications) should UCHC deem it necessary - You can register and submit your bid online at http://purchasing.uchc.edu/huskybid/index.html.	

THIS FORM IS FOR YOUR USE AND IS NOT TO BE RETURNED WITH YOUR PROPOSAL

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER



John Russell

Buyer Name

jjrussell@uchc.edu

Buyer E-mail Address

PURCHASING SERVICES DEPARTMENT
263 Farmington Avenue, MC4036
Farmington, CT 06032-4036

RFP NUMBER	PROPOSAL DUE DATE:	PROPOSAL DUE TIME:
2-2326	January 19, 2010	3:30 PM
RFP TITLE:	Dental Information Management System	

TERM OF CONTRACT: 5 Year Term

REQUEST FOR PROPOSAL: Pursuant to the provisions of Sections 10a-151a, 10a-151b and 4a-57 of the Connecticut General Statutes as amended, sealed proposals will be received by the Purchasing Services Department of the University of Connecticut Health Center, at the address above, for furnishing the commodities and/or services described above under RFP Title.

IMPORTANT: ALL pages of this form, Sections 1 through 4, must be completed, signed and returned by the proposer as part of the proposal package. Failure to complete and submit all pages of this form may constitute grounds for rejection of your proposal.

SECTION 1 of 4: PROPOSER INFORMATION									
COMPLETE LEGAL BUSINESS NAME:	TAXPAYER ID # (TIN): ☐ SSN ☐ FEIN								
PRINT/TYPE LEGAL BUSINESS NAME ABOVE	PRINT/TYPE SSN/FEIN ABOVE								
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE):									
PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE):									
BUSINESS ENTITY: ☐ LLC ☐ NON-PROFIT ☐ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETORSHIP ☐ CORPORATION TYPE OF CORPORATION: STATE ORGANIZED IN:									
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.									
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS									
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. LEGAL SERVICES D. RENTAL OF PROPERTY (REAL ESTATE OR EQUIPMENT) E. NON-MEDICAL PROFESSIONAL SERVICES F. OTHER (DESCRIBE IN DETAIL)									
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER ABOVE)									
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER ABOVE)									
<table border="1"> <thead> <tr> <th>BUSINESS ADDRESS:</th> <th>REMITTANCE ADDRESS:</th> </tr> </thead> <tbody> <tr> <td>ADDRESS:</td> <td></td> </tr> <tr> <td>CITY, STATE, ZIP CODE:</td> <td></td> </tr> <tr> <td>WEBSITE:</td> <td></td> </tr> </tbody> </table>		BUSINESS ADDRESS:	REMITTANCE ADDRESS:	ADDRESS:		CITY, STATE, ZIP CODE:		WEBSITE:	
BUSINESS ADDRESS:	REMITTANCE ADDRESS:								
ADDRESS:									
CITY, STATE, ZIP CODE:									
WEBSITE:									

REQUEST FOR PROPOSAL

PROPOSER'S INFO, OSHA & DEBARMENT

UCHCRFP-03 Form
NEW Rev. 07/09
Prev. Rev. 10/08, 8/07, 5/07

IS YOUR BUSINESS CURRENTLY A DAS <i>CERTIFIED</i> SMALL BUSINESS ENTERPRISE? ☐ YES (Attach a copy of Certificate) ☐ NO IF SO PLEASE INDICATE WHAT TYPE OF SMALL BUSINESS ENTERPRISE?	
IS YOUR COMPANY REGISTERED WITH THE STATE OF CONNECTICUT SECRETARY OF THE STATE'S OFFICE TO DO BUSINESS IN THE STATE OF CT? ☐ YES ☐ NO	
IF YOU ARE A CURRENT OR PREVIOUS <i>STATE EMPLOYEE</i> , INDICATE THE POSITION, AGENCY, AND AGENCY ADDRESS:	
FOR PURCHASE ORDER DISTRIBUTION : 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX# (IF CHECKED)	
☐ E-MAIL ☐ FAX	
CONTACT NAME:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER :	
TOLL FREE PHONE:	
FAX NUMBER:	
FOR RFP DISTRIBUTION : 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX# (IF CHECKED)	
☐ E-MAIL ☐ FAX	
ADD FURTHER BUSINESS ADDRESS, E-MAIL, & CONTACT INFORMATION BELOW IF REQUIRED:	
AFFIRMATION OF PROPOSER	
I _____ being a duly authorized representative of _____ hereby certify as follows:	
1. _____ agrees to be bound by all terms and conditions included in RFP# <u>2-2324</u> dated <u>October 30, 2009</u> .	
2. If selected, _____ further agrees to execute a contract with UCHC in a form provided by UCHC, containing all of UCHC's terms and conditions (see sample contract attached as Exhibit A, and to execute all State of Connecticut affidavits and certifications (see forms included with this RFP), which are required at the time of contracting.	
3. The authority for the undersigned to bind is appended hereto.	
SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE NAMED PROPOSER: SIGN HERE	DATE EXECUTED:
NAME OF AUTHORIZED PERSON:	TITLE OF AUTHORIZED PERSON:
PRINT/TYPE NAME OF AUTHORIZED PERSON	PRINT/TYPE TITLE OF AUTHORIZED PERSON

SECTION 2 of 4: OCCUPATIONAL SAFETY & HEALTH ACT (1970)

The following information is required pursuant to Section 31-57b of the Connecticut General Statutes:

In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation?

☐ YES ☐ NO

If Yes, attach a list of the following information for each violation/citation: the date of the violation, the date of the citation, the nature of the violation (including references to the statutes, regulations, standards or orders violated), the name of the individual or company cited, the name of the government agency that issued the citation, and the result/penalty.

In the past three years, have you, your company, or any firm, corporation, partnership or association in which you or your company have an interest, received any criminal convictions related to the injury or death of any employee?

☐ YES ☐ NO

If Yes, attach a list of the following information for each criminal conviction: the date of the incident resulting in the employee injury/death, the date of the criminal conviction, the court that issued the conviction, the nature of the conviction (including references to any statutes, regulations, standards or orders violated), the name of the individual or company convicted, and the result/penalty.

SECTION 3 of 4: DEBARMENT AND/OR SUSPENSION

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

☐ YES ☐ NO

The above signed proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official have received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

The above signed proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with UCHC Policy No. 2001-3 and applicable federal and state laws. Proposer further affirms that they shall disclose to UCHC immediately in writing of any debarment, suspension, proposal for debarment, voluntary exclusion or other events that makes them an "ineligible person" at any time during the course of this RFP. An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

☐ YES ☐ NO

If the above signed proposer, any company official or any subcontractor to the proposer have received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
-- LOWER TIER COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UCHC may pursue available remedies, including suspension and/or debarment.
- 3) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 5) The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transactions be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by UCHC.
- 6) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from procurement or Non-Procurement Programs.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, UCHC may pursue available remedies including suspension and/or debarment.

Before signing Certification, read all the instructions which are an integral part of the Certification.

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

SECTION 4 of 4: OTHER INFORMATION
--

The links listed below are provided for your convenience. It is your responsibility to ensure that you are compliant with the most current laws, regulations, rules & policies.

Refer to “Guidance for Vendor Authorizations” at the following website:

http://www.das.state.ct.us/purchase/info/vendor_authorization_and_guidance_081106.pdf

Refer to “Guide to the Code of Ethics For Current or Potential State Contractors” at the following website:

<http://www.ct.gov/ethics/cwp/view.asp?a=3488&q=414966>

Refer to “State of Connecticut Supplier Diversity Program” at the following website:

http://www.das.state.ct.us/Purchase/New_purchHome/busopp_template.asp?F_ID=25

Refer to “State of Connecticut Executive Orders” at the following website:

http://www.das.state.ct.us/Purchase/Executive_Orders_new.pdf

Refer to “Executive Order 12549 on Debarment and Suspension” at the following website:

<http://www.archives.gov/federal-register/codification/executive-order/12549.html>

Refer to “Connecticut General Statutes §§4a-60, 4a-60a, and 46a-56” at the following website:

<http://www.cga.ct.gov/2009/pub/chap058.htm#Sec4a-60.htm> and <http://www.cga.ct.gov/2009/pub/chap814c.htm#Sec46a-56.htm>

Refer to “UCHC’s Affirmative Action, Non-Discrimination, Equal Opportunity Policy” at the following website:

http://www.policies.uchc.edu/policies/policy_2002_44.pdf

Refer to “Connecticut General Statutes § 31-57b” at the following website:

<http://www.cga.ct.gov/2007/pub/Chap557.htm#Sec31-57b.htm>

Refer to “State of CT Freedom of Information Commission” at the following website:

<http://www.state.ct.us/foi/>



2-2326 Dental Information Management System

University of Connecticut Health Center

Request for Proposal November 2009

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I Overview of the University of Connecticut Health Center

A. Welcome to Connecticut's Health Center

The University of Connecticut Health Center is a vibrant organization composed of the School of Medicine, School of Dental Medicine, John Dempsey Hospital, the UConn Medical Group, UConn Health Partners and University Dentists. Founded in 1961, the Health Center pursues a mission of providing outstanding health care education in an environment of exemplary patient care, research and public service. The Health Center's 206-acre campus is situated around a wooded hilltop in the beautiful, historic community of Farmington. From this vantage point, the skyline of Hartford, the capital of Connecticut, can be seen about eight miles to the east. The University's main campus is in Storrs, about 30 miles east of Hartford. With approximately 5,000 employees, the Health Center is Connecticut's 16th largest employer and an important contributor to the local and regional economy.

B. Health Care Services

Through John Dempsey Hospital (204 general acute care beds and 20 nursery beds), the Health Center provides specialized and routine inpatient and outpatient services. John Dempsey Hospital has long been regarded as the premier facility in the region for neonatal intensive care and high-risk maternity. It is also widely recognized for its comprehensive cardiovascular, cancer and musculoskeletal services. Additionally, John Dempsey Hospital is home to the only Emergency Department in Connecticut's fast-growing Farmington Valley.

Also offered are a wide range of ambulatory and primary care services on the Health Center campus in Farmington and in physician offices conveniently located in West Hartford, Simsbury and East Hartford. The UConn Medical Group is the largest medical practice in Greater Hartford, offering patients access to health care services from more than 350 Health Center physicians in more than 50 specialties.

In October 2007, John Dempsey Hospital was honored with a 2007 Premier | CareScience Select Practice National Quality Award for superior patient outcomes in both quality and efficiency. John Dempsey Hospital was one of 49 hospitals nationally, the top 1 percent of acute inpatient facilities, recognized with the Select Practice Award.

In March 2007, the Health Center was named one of the nation's top 100 hospitals in the Solucient 100 Top Hospitals®: National Benchmarks for Success. It was one of only 15 hospitals nationwide recognized in the major teaching hospital category. The award by Solucient, a leading source of healthcare information, is considered one of the hospital industry's most prestigious. It uses a score card based on objective statistical measurement of performance in critical areas including clinical outcomes, patient safety, operational efficiency and growth in patient volume. Winning hospitals display an ability to provide sustainable and reliable health care services to their communities.

In April 2005 and again in May 2006, the Health Center was named a "Top 100 Hospitals®: Performance Improvement Leader" by Solucient. The award was based on statistical analysis of validated measures and a comparison of rates of improvement over five years. The data included more than 800 elements for more than 6,000 U.S. acute care and specialty hospitals. The analysis showed that the hospitals identified as performance improvement leaders have lower mortality rates, shorter lengths of stay, and lower expenses compared with peer group hospitals.

The Correctional Managed Health Care (CMHC) program, a partnership with the Department of Correction, delivers comprehensive managed health care to State of Connecticut inmates. Medical, mental health, dental and ancillary services are provided in all eighteen facilities across the state (Bridgeport; Brooklyn; Cheshire - Manson Youth, Webster, Cheshire; Enfield/Somers - Robinson, Willard/Cybulski, Northern, Osborn, Enfield; Hartford; New Haven; Newtown - Garner; Niantic - Gates, York; Storrs - Bergin; Suffield - MacDougall/Walker; Uncasville - Corrigan/Radgowski).

C. Educational Programs

Dedicated to providing broad educational opportunities in the biomedical sciences, the Health Center offers degree programs in medicine (M.D.), dental medicine (D.M.D.), and biomedical science (Ph.D.); master's degree programs in public health and dental science; postdoctoral fellowships; residency programs providing specialty training for newly graduated physicians and dentists; and continuing education programs for practicing health

care professionals. Combined degree programs, such as the M.D./Ph.D., D.M.D./Ph.D., Dental Clinical Specialty/Ph.D. and M.D./M.P.H. are also offered.

The UConn Health Center is the only academic health center in the nation where a medical school was founded concurrently with a dental school. As the schools took shape during the 1960s, their planners took advantage of their simultaneous evolution to forge strong links between them. Most notably, medical and dental students share an essentially common curriculum during the first two years of their four-year degree programs. During this period, they study the basic medical sciences together. This experience provides UConn's dental students with an especially strong foundation in the biomedical sciences that undergird the dental profession. Reflecting its close ties to medicine, the dental school awards its graduates the D.M.D. - doctor of dental medicine.

Each year in Farmington, about 320 students work toward their medical doctor's degree and 160 toward their doctor of medical dentistry degree. Admission to each school is highly competitive, but both schools offer preferential consideration to qualified Connecticut residents in their admissions policies. In the years since the Health Center graduated its first students in 1972, 1,289 men and women have received their D.M.D. degree; 2,744 their M.D. degree.

Through a variety of residency programs, the School of Medicine provides postgraduate training for more than 550 newly graduated M.D.s each year. These physicians come from all over the country to acquire advanced skills in fields such as the surgical specialties, internal medicine, and primary care. Some of the residency training occurs on the Health Center's main campus, but much of it takes place in community hospitals in Greater Hartford - thus extending the Health Center's influence far beyond Farmington.

D. Research Programs

Since the Health Center's inception, its administration and faculty have been committed to maintaining high-quality research programs as part of the institution's fabric. This commitment has enabled the Health Center to recruit distinguished researchers with expertise in neuroscience, molecular biology, molecular pharmacology, biochemistry, cell physiology, toxicology, and endocrinology, among other fields. The Alcohol Research Center, is one of only 14 such federally supported centers in the nation; the Connecticut Clinical Chemosensory Research Center, one of five.

Currently, the University is establishing a Center of Innovation that will include its new stem cell institute as well as cutting edge cell biology and genetics research. The new center, which will be located at 400 Farmington Avenue near the Health Center campus, will unite UConn scientists in a cross-disciplinary, collaborative setting to enhance Connecticut's role as a leader in stem cell research and accelerate discoveries that ultimately could lead to therapies treating a broad range of diseases and disorders.

Clinical research is facilitated by the Lowell Weicker General Clinical Research Center and the Clinical Trials Unit. Intellectual endeavors of all kinds are supported by the Lyman Maynard Stowe Library.

E. Our Campus

Construction of the Health Center's main campus began in 1966. The main complex occupies a prominent hilltop near I-84 and the Farmington-West Hartford line. The massive, circular building originally contained about 1.2 million square feet, seven miles of corridors, and 2,000 rooms. Its first major addition, the Andrew J. Canzonetti, M.D. Building, was dedicated in 1994. It added 94,000 square feet next to John Dempsey Hospital. The Health Center's Academic Research Building opened in 1999. The impressive 11-story structure provides 170,000 square feet of state-of-the-art laboratory space.

The Medical Arts and Research Building (MARB), which opened in 2005, added to the campus a four-story, 99,000 square-foot, facility for care and research related to conditions affecting bones, joints and connective tissue. The MARB houses an open MRI, the region's first warm-water SwimEx therapeutic pool, and physical therapy and rehabilitation services, as well as, clinical services including orthopaedics, rheumatology and neurosurgery. It also is home to the Farmington Surgery Center, a multi-specialty outpatient surgery center.

All told, the Health Center campus consists of 39 buildings totaling over 2 million square feet.

School of Dental Medicine – University Dentists

University Dentists is a full service dental group practice offering primary dental care and all aspects of highly specialized dental needs. The University Dentists Group Practice comprises Board Certified, Board Eligible and other faculty practitioners, aided by support personnel in the dental fields listed below. These specialists work separately and together to help maintain patients' oral health. They offer complete diagnosis, contemporary treatment, and comprehensive follow-up services as well as consultations.

- General Dentistry
- Restorative Dentistry
- Oral Maxillofacial Surgery
- Dental Hygiene
- Periodontics
- Endodontics
- Prosthodontics
- Pediatric Dentistry
- Orthodontics
- Oral Maxillofacial Radiology
- Oral Medicine/pathology
- Taste and Smell Clinic

School of Dental Medicine - Dental Clinics

The School of Dental Medicine of the University of Connecticut offers comprehensive dental care provided by dental students (predoctoral students) in multidisciplinary clinics or by dental residents (postdoctoral students) receiving advanced or specialty training under the supervision of licensed clinical faculty.

The Predoctoral Teaching Program is designed to train dental students to be future general dentists or specialists. Dental care provided in the predoctoral program is provided by students under the supervision of experienced dentists who check each step of a procedure, thus assuring the highest quality of care. Students in the Predoctoral Program are assigned to a specific team clinic for the duration of their two-year clinical experience. The Office of Dental Academic Affairs determines students' schedules for both the dental clinics and for clinical rotations.

The Postdoctoral Teaching Program is a practice comprised of licensed dentists who spend 2 to 6 years under intensive training to be specialists in endodontics, periodontics, oral surgery, orthodontics, pediatric dentistry, prosthodontics, or advance education general dentistry (AEGD). The postdoctoral program also has a general residency training program where licensed dentists spend 1 to 2 years receiving additional training in complex and unusually difficult dental problems.

Patients enter into these programs either through the general screening process or by referral.

The predoctoral program fees are lower than the postdoctoral fees, which are lower than private practice fees (e.g., University Dentists). Charges are based on a fee schedule for the respective teaching program.

F. Statistical Summary for the University of Connecticut School of Dental Medicine (FY08)

University Dentists	
(University Dentists is located at UCHC. No off-site locations)	
Number of patient visits	13,739
Number of procedures	18,461
Gross billings in	\$3,247,307.16
Dental Clinics	
(Dental clinics are located at UCHC, with two off-site pediatric dental offices located in Hartford – Burgdorf and Connecticut Children's Medical Center (CCMC))	
Number of patient visits	94,440 (16,327 offsite at CCMC + Burgdorf)
Number of procedures	162,682 (40,236 offsite)
Gross billings in 00/01	\$10,774,496 (~65% Medicaid)
Number of teaching clinics	9
Specialties	General Dentistry, Prosthodontics, Orthodontics, Endodontology, Periodontology, Oral and Maxillofacial Surgery, Hygiene, Oral Radiology
Number of dental students (pre-doctorals)	80
Number of residents (post-doctorals)	100
Number of Radiology procedures/visits	7,609

II Purpose of Request for Proposal (RFP)

To replace our current dental information system with a new state-of-the-art system that will allow for more flexible scheduling and viewing, treatment planning, billing, reporting, and one that is more user-friendly.

UCHC intends to contract with a single vendor to provide the system license and continuing maintenance and enhancement services for University Dentists and Dental Clinics.

III Vendor Information

Vendor Background

1. Provide the following:
 - a. Vendor name and address
 - b. Name, telephone number, fax number and email address of vendor contact person
2. Does the vendor intend to subcontract any part of the work for the proposed system? If yes, list the pieces to be subcontracted. NOTE: If there are subcontractors associated with this proposal, they must answer all vendor-related questions.
3. How many years has the vendor been in business?
4. How many years has the vendor been providing solutions for dental information management systems?
5. How many installations of the proposed system do you currently have live?
6. Have any customers filed legal action against your company? If so, how many are currently in litigation?
7. State your primary line of business and the percentage of your business derived from the sale of this software.
8. What is the current size and home location of your company?
9. What is the location of the office that will be serving UCHC during implementation? How large is the maintenance staff at that location? How large is the support staff at that location?
10. Does the vendor sponsor user groups and/or conferences for client companies?
11. What is the current financial condition of the vendor's company? Provide supporting documentation. If the company is privately held, supply sufficient information to document the company's financial status.
12. Provide the following information for your company for each of the past 3 years:
 - a. Total Sales
 - b. Net Income
 - c. Total dollars committed to research and development
 - d. Number of employees supporting the proposed system
 - e. Major new product offerings
13. Identify any mergers, acquisitions, divestitures and other changes in your organization's ownership that will affect over 20% change in ownership of your organization.
14. Disclose any mergers, sales, acquisitions or other changes in ownership that have occurred in the last 3 years.
15. Did you design and build the software you are proposing or are you A) marketing the system for the designer, or B) selling a system you purchased (acquired from another vendor)? Describe the licensing structure. Describe the licensing structure for UCHC.
16. Indicate the total number of university dental schools currently using the proposed system. List the total number of installed client sites.
17. Does the vendor provide on-site assistance when required?
18. How many contracts have been signed within the last 12 months for the proposed system?

Vendor References

1. List client references for whom the proposed system has been installed. Include references of other dental schools. For each site, indicate: date installed, module(s) installed, number of months installation took, hardware platform, and primary contact name, address and telephone number.
2. List potential site visit locations and include the following information for each site visit listed: name of dental school, contact person, organization size, applications installed, interfaces, and dates of installation.
3. List local (Northeast) dental schools using the vendor's proposed system, and latest sites where the vendor has or is installing the system.
- 4.

IV Functional Requirements

A. Project Management

Implementation Plan/Project Management

1. Provide a sample plan for the application implementation (including resources required).
2. Describe your typical implementation process.
3. List personnel who would be involved in the implementation of this system and what roles they would have, including the project manager.
4. Provide the average implementation time from contract signing to full installation with the first providers.

Training

5. Describe your approach to user training, including the use of training aids and training courses.
6. The resultant contractor shall provide formal and informal on-site training for the personnel in the operation of the system. Does the vendor cover all training expenses including tuition, travel, and per diem, if training is performed on-site?
7. Do you provide Web-based training? Computer-based training?
8. How many UCHC staff members will be needed at our site to accomplish the installation plan? Describe the skill set required for the UCHC implementation team.
9. How many vendor staff will be needed at our site to accomplish the installation plan? Describe the skill set required for the implementation team.
10. Once project is complete, how many UCHC staff members will be needed to support and maintain the product? Describe the skill set required for the UCHC maintenance team.
11. List vendor staff responsible for ongoing training for new installations and/or for each system upgrade.
12. Is there an existing active user group and/or list serve for your products? What is your role in the user group and/or list serve?

Documentation

13. Provide three complete sets of operator manuals and service manuals for the proposed system.
14. Provide a listing of all documentation relevant to the proposed system.
15. Do you provide your documentation on CD-Rom? On-line?
16. Do you provide new documentation each time you upgrade your application?
17. Do you provide the following documents to your customers:
 - a. Systems operations manuals
 - b. Technical/operations manuals
 - c. User manuals for each application
 - d. Installation manuals
 - e. Training manuals

Other

18. Provide information on cost benefit analysis/ROI.
19. Identify quality and performance metrics that can be measured using standard reporting available with the application.

B. Specific System Functionality

In this section of the RFP, UCHC has described general functional requirements of the Dental Information Management System. For each question, the vendor should respond by making a checkmark in the appropriate column. If additional information is required please make additional comments on a separate sheet identifying the specification: If a requirement is left blank, we will assume the requirement cannot be met.

A	The function is available and active for more than 2 years
B	The function is available and active
C	The function is in development (include date functionality will be available to general client base)
D	The function requires customized development (include the estimated cost)
E	The function is not available

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
1 Patient Information					
(Note: Additional specs relating to patient information (e.g., medical history, medications, etc.) are described below under Oral Medicine needs).					
1.1. The ability to create new patients, update existing patients, search for an existing patient.					
1.2. For a limited number of select system users the ability to delete and/or merge existing patient accounts.					
1.3. The system should contain complete patient demographic information which includes guarantor information when applicable.					
1.4. Ability to assign unique identifier numbers to guarantors.					
1.5. The ability to store user defined fields from IDX e.g. HIPAA flags, permission to communicate, update/revised/release dates, etc.					
1.6. The ability to track and audit which patients are being accessed by which users and when in a meaningful, reportable way.					
1.7. User-defined patient dental and financial alerts can be entered.					
1.8. The ability to place a "lock" on a patient record. e.g. a Financial Lock					
1.9. The ability to attach an unlimited number of notes or comments on the patient record.					
1.10. Appointment, recall and patient referral information is stored and maintained with a detailed history.					
1.11. Insurance policy coverage information can be added with no limit to the number of patient policies.					
1.12. Patient pictures may be captured or scanned then displayed throughout the application.					
1.13. Each patient may be assigned to an unlimited number of providers with a history of these assignments stored for audit purposes.					
1.14. There is a patient contact history area, as well as the ability to attach reminders to a patient's chart.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
1.15. Unlimited, customizable patient surveys exist for screening surveys, new patient questionnaires, satisfaction of services, etc.					
1.16. All surveys may be printed for patients to fill out, or responses may be entered on-line by an interviewer or the patient themselves.					
1.17. Ability to collect and track specific categories of patients (e.g. motion impaired, developmental disability, neurological disorder, etc.).					
1.18. Allows for patient notes with customizable text.					
1.19. Ability to "flag" patient accounts for any reason (i.e. financial, inactivated, medical alerts, etc.) that appear at any time that patient account is accessed by any user (i.e. scheduler, faculty, financial, etc.).					
1.20. System can accommodate patients with no name (coded) for security purposes.					
1.21. System supports web services for online patient registration and online referral forms.					
1.22. System supports electronic signature devices for credit card transactions, HIPAA forms, consent forms, etc.					
1.23. System allows patient look-ups by name, medical record number, phonetic search, partial alpha search, guarantor, social security number, birthdate, etc.					
1.24. System supports moving portions or patient visits to another patient record if security level allows while maintaining full audit trail.					
1.25. System allows for bad address indicator-updated when address is corrected.					
1.26. System allows for V.I.P., employee, prisoner, deceased indicators.					
1.27. Is there a goals tracking module that enables you to advocate goals by column, appointment type and day?					
1.28. Can you add patient notes to a patient's record to print on the schedule listing?					
1.29. Can you print daily schedules in multiple formats? If so, how many?					
1.30. Can you print patient routing slips for each appointment?					
1.31. How many referrals can be entered for each patient?					
1.32. Ability for patient to enter information using the following: • Kiosk • Handheld • Web					
1.33. System can accommodate interaction of residents and students with providers.					
1.34. System provides a mechanism to identify a patients profile to be placed in a research study, notification to physician at the time the requirements for the study are met.					
1.35. System accommodates bilinguals: English, Spanish, Polish, Russian.					
1.36. Is there a specialized touch screen posting module formatted for tablet PCs? If so, is it formatted to handle multiple functions from one screen?					
1.37. System should be able to accommodate dental hygienists with both resource and provider.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
1.38. System allows look-up of patient by a. Name b. Medical Record Number or “other Number” c. Phonetic search d. Partial Alpha search e. Date of Birth					
1.39. Patients not registered in the Hospital Information System (HIS) must be allocated an internal number for the patient record. When a hospital number becomes available, records should be merged. How is this accomplished?					
1.40. System can accommodate patients with no name (coded) for security purposes.					
1.41. System supports web services for online patient registration and online referral forms					
1.42. System supports Electronic Signature devices for credit card transactions, HIPAA forms, etc					
1.43. System supports the ability to merge two patients records if security level allows – maintaining full audit trail					
1.44. System supports moving portions of the patients visit to another patient record if security level allows – maintaining full audit trail.					
1.45. Can interface with Televox appointment and recall confirmations					
2. Electronic Patient Record (EPR)					
2.1. Allows for clinical-related information to be collected and stored to an electronic patient record.					
2.2. Allows for full on-line instructor approval/signature					
2.3. Allows for digital radiographic images to be collected and stored to an electronic patient record. Please describe, including storage capacity					
2.4. Radiographic images in the DICOM format must be accessed					
2.5. Does your software meet the requirements for a certified EMR supporting “meaningful use” as set forth in the HITECH section of the American Recovery and Reinvestment Act of 2009? Provide details. If not, what steps will you take to meet these requirements and when will your software fully support the requirements?					
3. Scheduling					
3.1. The schedule module should be designed to be flexible enough to allow for providers, students and front-office staff to book appointments.					
3.2. Ability to set schedules by location - Faculty Practice, each discipline within the Dental Clinics, and any applicable satellite offices.					
3.3. There should be a block definition window to represent each clinic in the dental school.					
3.4. Clinic chairs or blocks of chairs can be pre-assigned to a particular student, discipline, instructor, student group or any combination of these.					
3.5. The ability to link resources (ex. chairs) to providers to allow for accurately limiting schedules for particular disciplines when needed.					
3.6. This module should use drag-and-drop capabilities to enable an appointment to be rescheduled with the click of the mouse.					
3.7. Appointments can be scheduled from a recall list, from treatment plans or from a list of pending appointments.					
3.8. The ability to block (or unblock) providers or chairs for either a period of time or for a specific date.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
3.9. The system provides a report of bumped patients when appropriate when provider or chair schedules are blocked.					
3.10. The ability to attach a comment to specific appointment slots (ex. specific appointment type or provider type) while still having the ability to schedule in that slot.					
3.11. The ability to print multiple appointment labels containing appointment and patient information from the appointment schedule.					
3.12. The ability to work appointments in for providers when that provider is not normally available, without the need to build an entire schedule for that one appointment.					
3.13. The ability to create and modify schedule templates and/or daily schedules in an uncomplicated fashion.					
3.14. The ability to define appointment types and their durations.					
3.15. The ability to block (or unblock) providers or chairs for either a period of time or for a specific date.					
3.16. A recall system, which automatically generates a patient recall notice, appropriate for mailing to the patient, by provider or clinic discipline.					
3.17. Ability to auto search for next available appointment by provider, clinic chair, and/or location.					
3.18. Ability to access schedules by patient name, date, provider, chart number, treatment plan, etc.					
3.19. Ability to track user that scheduled an appointment, and the time and date the appointment was created, canceled, and/or modified.					
3.20. Ability to track lost revenue as a result of missed appointments.					
3.21. Ability to track all aspects of patient appointment – arrived, missed, recalled, unscheduled visits, cancelled appointments, etc.					
3.22. Allows multiple recalls per specialty.					
3.23. Patients remain on recall and “aged” until they show up for an appointment.					
3.24. Ability for patient alerts to “pop up” to notify schedulers of patient issues prior to scheduling appointment.					
3.25. Ability to see that patient has bad address indicator activated, is in delinquent (collections) status, has V.I.P. or employee indicator activated, is on a payment plan prior to scheduling appointment through the Scheduling application.					
3.26. Ability for patient arrival, cancellation, no show notification to be viewed by providers in all parts of the clinic (not just at the front desk).					
3.27. Ability to appoint multiple patients (ex. siblings) for the same visit time/date with multiple providers from a single screen.					
3.28. Ability to enter comments for canceled/bumped appointments (ex. when a patient was contacted) that are easily accessible for schedulers during the scheduling process.					
3.29. Ability to view schedules via a horizontal view (like an appointment book) to allow for easy viewing across clinics, providers, and appointment types.					
3.30. Schedules should be provider specific and should not allow providers to be scheduled at more than one place at one time.					
3.31. Ability to schedule specific patients/procedures when specific faculty (preceptors) are available.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
3.32. Ability to limit the number of certain types of procedures from being scheduled at one time.					
3.33. Ability to link to automated patient reminder system (HouseCalls) in order to facilitate automated patient confirmations for scheduled appointments.					
3.34. Ability to utilize an on-line waiting list for patient appointments.					
3.35. Ability for patient alerts to “pop up” to notify schedulers of patient issues prior to scheduling appointment.					
3.36. Ability to see that patient has bad address indicator activated, is in delinquent (collections) status, has V.I.P. or employee indicator activated, is on a payment plan prior to scheduling appointment through the Scheduling application.					
3.37. Ability for patient arrival, cancellation, no show notification to be viewed by providers in all parts of the clinic (not just at the front desk).					
3.38. Ability to appoint multiple patients (ex. siblings) for the same visit time/date with multiple providers from a single screen.					
3.39. Ability to enter comments for canceled/bumped appointments (ex. when a patient was contacted) that are easily accessible for schedulers during the scheduling process.					
3.40. Scheduling by Students					
a. Internal security features, which restricts users from modifying appointments and bookings other than their own. As a result, students see only their own scheduled appointments and chair bookings.					
b. If SDM policy allows, students should have the capability of reserving chairs for their particular scheduled appointments, and scheduling appointments into these reservations.					
c. Allows users to only book appointments into a reserved chair and does not allow users to book appointments to a Book view of predefined chairs.					
d. Users with the proper security can setup and define the student scheduler chair assignments but are not allowed to create or modify the various Book views.					
3.41. Scheduling by Front Office Staff					
a. Gives users full access to all appointments and chair bookings made by the students and any other users. Users are able to view the complete information of all scheduled appointments and chair bookings for any/all patients, not just those assigned to them.					
b. Users can create the Books containing pre-defined chairs in clinics by setting up the chair groups with clinic open and close times to which appointments can be scheduled into. Limits to number of chairs in one clinic scheduled simultaneously for specific staff intensive procedures such as surgeries.					
c. Viewing capabilities: Users are allowed to selectively specify which chairs to view in any particular book.					
d. Automatic notification at time of visit if payment is past due.					
e. Can you schedule unlimited columns per provider per location?					
f. Can you designate areas of the scheduler for specific appointment types?					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
3.42. Scheduling by Providers - Internal security features, which restricts some users from modifying appointments and bookings other than their own. As a result, students see only their own scheduled appointments and chair bookings. - If SDM policy allows, providers should have the capability of reserving chairs for their particular scheduled appointments, and scheduling appointments into these reservations. - Allows users to only book appointments into a reserved chair and does not allow users to book appointments to a Book view of predefined chairs. - Users with the proper security can setup and define the provider scheduler chair assignments but are not allowed to create or modify the various Book views.					
3.43. Graphical display of schedule					
4. Patient Chart and Imaging					
4.1. Procedures and treatment plans are to be entered on a dental chart of the patient.					
4.2. Charting of both hard and soft tissue, storage of digital x-rays and photographs, and enables real-time rotation, magnification, and manipulation of digital images in 3 dimensions where appropriate.					
4.3. The chart is to display crowns, bridges, root canals, posts, pins.					
4.4. A detailed viewing mode allows for marking "watch" areas on a specific tooth or for drawing a crack on the tooth.					
5. Imaging					
5.1. The viewing of images is available to all users at all locations.					
5.2. Digital x-rays can be written to the patient's file from any workstation, including remote locations.					
5.3. These x-rays can be searched for by date or area of the mouth.					
5.4. Users should be able to zoom-in, use color contrast, draw on the x-ray or take measurements from the image.					
5.5. Can you scan x-rays into patient records?					
5.6. Does the system have a built-in Image Manager?					
5.7. Can you view multiple images from a patient's record screen?					
5.8. Can you compare and contrast multiple images?					
5.9. Can you categorize and search for images by type?					
5.10. Can you view multiple images from a patient's system record?					
5.11. Single, multiple or all teeth may be viewed and rotated to display the image from any angle in 3 dimensions where appropriate.					
5.12. Can you edit images to show expected post-treatment results?					
5.13. Can you pull an image "type" from across all records for presentation?					
5.14. Can you integrate images or digital x-rays from any system into patient records for quick reference and consultation with patients?					
5.15. Ability to interface with Medical School PACS system.					
5.16. Ability to interface with DICOM3-compliant digital radiography systems, including: Planmeca, DenOptix (Gendex), Instrumentarium digital radiography system and Hitachi Cone Beam System.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
6. Chart Tracking					
6.1. The software must be able to track a patient's chart location and manage the chart allocations to the students and faculty.					
6.2. Track the location history of a chart.					
6.3. Printing of patient chart labels with bar codes to track chart location. What format do you support?					
6.4. Printing of patient chart labels for single patient or group of patients.					
6.5. The ability to read bar codes on the charts. What format do you support?					
6.6. The ability to customize what order clinic pull slips are printed (ex. in MRN order by last 2 digits).					
6.7. The ability to run an overdue record list in various ways (ex. provider, area, staff member).					
7. Charting/Documentations					
7.1. Does the software offer a Narrative Operative Reports module?					
7.2. Can you customize your own templates?					
7.3. How easily can you generate automatic Operative Reports with the module?					
7.4. System supports the entry of free text or drop-down list: 1. Primary physician 2. Next of kin 3. Pharmacy of choice 4. History of Present Illness 5. Weight 6. Height 7. Treatment prior to arrival 8. Past medications 9. Past surgical history 10. Medications 11. Allergies 12. Social history 13. Family history 14. Basic OB/GYN history					
7.5. Support entry of triage patient data. (Free text or drop-down list): - Past medical history - Chief complaint and symptoms - Chronic illness - Significant medical events - Patient's medications and dosages - Vital signs - Immunizations - Allergies - Weight - Height - OB/GYN information - Respiratory history questions					
7.6. Ability to store specific latex allergy information in patient's permanent history for retrieval in future encounters.					
7.7. Utilization of specialized templates for certain patient populations?					
7.8. Ability to print forms with patient information.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
7.9. Provide ability to hide patients' identity on status board display for privacy reasons?					
7.10. Display number of patients: - In waiting room - Waiting for physician - Waiting for nurse tasks - Waiting for diagnostic test results - Waiting for consults					
7.11. Can the system handle these functions? - Handwritten Patient Notes and Charts - Dictated Clinical Notes to Eliminate Transcriptionists - Voice Activated Chart Notes - Automated Chair-Side Posting and Letters Requests - Automated Chair-Side Prescription Requests & Appointment Scheduling - Ability to Customize a Consent Form Chairside - Ability to Allow Patients to Sign Consent Forms Electronically - Ability to Allow Patients to Sign HIPAA Forms Electronically					
7.12. Provide on-line access to and retrieval of previous patient visit data including allergies, current medications and past histories.					
7.13. Provides the use of canned text or coded comments.					
7.14. Automatically retrieve patient's prior visit information from system patient database and ability to copy to current visit.					
7.15. Provides for automatic documentation of entries by: - Date - Time - User					
7.16. Chart is immediately available to any workstation throughout the department.					
7.17. System supports bedside entry of patient information.					
7.18. Distinct charting modules provided for: - Nurse charting - Medical assistant charting - Physician charting					
7.19. Allows a physician to review nurse's assessment.					
7.20. Allows a nurse to review physician's assessment.					
7.21. Distinguishes between physician charting for pediatrics and physician charting for adults. (How?)					
7.22. Chart can be printed, faxed or sent via interface to HIS: - At discharge - Anytime during patient stay					
7.23. Chart information can be sent to document imaging system					
7.24. Must allow medical students and/or residents and mid-level providers to: - Register as 'care provider' - Enter data and produce electronic/written record					
7.25. Allow physicians to Document using: - Dictation - Pull-down menu - Templates - Check boxes - Direct entry of text, coded comments - Voice recognition (Dragon Medically Speaking)					
7.26. User can add additional information to template					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
7.27. Generates summary documentation of the patient's visit. This can go to patient in paper form or to MD via fax or e-mail					
7.28. Patient discharge instructions include: • Medication • Therapy • Follow-up visits • Referral prompts					
7.29. Prints discharge and patient education information.					
7.30. Ability to generate prescriptions					
7.31. Ability to fax prescriptions to pharmacies					
7.32. Documentation must be easy and user-friendly					
7.33. User defined flow sheets and graphs to view results/status over time					
7.34. Ability to document outcomes data associated with treatments.					
7.35. The system maintains a database of patient history, assessment, treatment information, and images utilizing disk and optical storage					
7.36. Allows for choice to duplicate last entries; this feature needs to be unit-specific, as it is not applicable to most critical care activities					
7.37. The ability to setup a template to show the proper steps and the order necessary for the completion of a treatment.					
7.38. The provider is allowed to create a treatment plan for a patient					
7.39. Allows for the estimation of treatment cost by the provider.					
7.40. Allows for multiple treatment plans for a single patient.					
7.41. Allows for "locking" of fees once treatment plan is approved.					
7.42. Provides flexibility to re-sequence the treatment plans or templates.					
7.43. Ability to treat patient without treatment plan for certain categories of patients such as emergencies or outside referrals.					
7.44. Ability to store and view notes relating to treatment plans					
7.45. Ability to modify treatment plan and keep track of modifications					
7.46. Ability to track and organize a comprehensive oral health maintenance program following completion of the treatment plan					
7.47. Ability to generate quality assurance reports on timely completion of planned treatment.					
7.48. Ability to track incomplete plans by provider, procedure, status, etc.					
7.49. Allows for tracking of patient referrals by referring source and provider.					
7.50. Allows for generation of letters and reports to outside providers and patients.					
7.51. Allows for chairside entering of information with multiple platforms including tablets and PDAs.					
8. Patient Treatment Planning					
8.1. The ability to setup a template to show the proper steps and the order necessary for the completion of a treatment.					
8.2. The student is allowed to create a treatment plan for a patient.					
8.3. Allows for the approval of a student treatment plan by faculty.					
8.4. Allows for the estimation of treatment cost by the student and approval by faculty.					
8.5. Allows for multiple treatment plans for a single patient.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
8.6. Allows for procedures to be broken down into specific steps, with each individual step being completion in order for overall completion of procedure with capability of each step being assigned/completed by different providers.					
8.7. Allows for "locking" of fees once treatment plan is approved by faculty (regardless of universal fee schedule increases).					
8.8. Provides flexibility to re-sequence the treatment plans or templates.					
8.9. Ability to treat patient without treatment plan for certain categories of patients such as emergencies or outside referrals.					
8.10. Ability to store and view notes relating to treatment plans.					
8.11. Ability to modify treatment plan and keep track of modifications and historical versions of the treatment plan.					
8.12. Ability to track and organize a comprehensive oral health maintenance program following completion of the treatment plan.					
8.13. Ability to generate quality assurance reports on timely completion of planned treatment.					
8.14. Ability to track incomplete plans by provider, procedure, status, etc.					
8.15. Ability to override standard fees					
8.16. Can you track treatment by phases?					
8.17. Ability to incorporate treatment plan forms and other generic forms such as orthodontic consent forms to be part of patient record					
8.18. Ability to make progress notes entries in digital chart					
9. Dispensing					
9.1 Ability to track daily operations of a dental school's dispensary.					
9.1 Places instrument orders based on appointment treatments, clinic discipline, and/or student external selection.					
9.1 Automatically checks out the items to the provider, tracks whereabouts of the instrument kits and how long they have been out.					
9.1 Ability to set up rules associated with length of time kits can be checked out					
9.1 Ability to lock out students or faculty from ordering more instruments if previous orders have not been returned.					
9.1 Ability to bill providers/students for kits or instruments that are not returned on time or are missing.					
10. Laboratory Management					
10.1. Ability to track lab locations					
10.2. Ability to track lab orders placed by students and/or other providers.					
10.3. Ability to create electronic order/prescription and make modifications to order as case progresses.					
10.4. Ability to do cost accounting on materials associated with internal labs as well as work sent to external laboratories.					
10.5. Ability to track lab fees.					
11. Financial Management					
11.1. System provides ICD9 and CPT4 dictionaries. How are updates performed?					
11.2. Assigns standard CPT-4 coding to all procedures performed.					
11.3. Ability to support medical and dental insurance and billing					
11.4. Automatic charge capture can be based on user definition.					
11.5. Captures charges at the time of charting.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
11.6. Supports third party billing functions					
11.7. The system allows for charges to be electronically submitted to the: - Hospital Patient Accounting system for Hospital based charges - Billing and Accounts Receivable system for Physician based charges - Transaction Editing System – front end scrubber					
11.8. System should allow designation of “research” charge, and “grant” account number on an individual test/procedure basis or group of orders upon order entry.					
11.9. System can handle ordering under different contract agreements.					
11.10. Verification of test coverage with insurance plan, precert requirements and DX requirements					
11.11. Verification of medications in compliance with patient insurance plans					
11.12. Verification of UPIN number for referring provider					
11.13. Ability to capture “Non-Billing” provider along with the actual billing provider. Ex. Resident, Nurse, etc.					
11.14. Verification of signature requirements- ABN, Release of information, research related, authorizations					
11.15. Verification of documentation of services completed					
11.16. System should allow for fields to be made mandatory for billing compliance.					
11.17. Ability to indicate “non-covered”, self-pay service, the fee to collect, and the waiver of liability					
11.18. System should be able to capture location of service to met CLIA requirements, ex urinalysis performed in medicine clinic					
11.19. Ability to bill charges to a “case”- DOC, Worker’s Comp, etc					
11.20. Describe your ability to bundle and un-bundle tests and charges					
11.21. System can accommodate subcontract accounts? (outside hospitals, employee/ student health, etc.)					
11.22. EDI submission of claims in X12 format, 835/837 transactions – remittance.					
11.23. Ability to capture and bill all components of patient treatment (including patient supplies).					
11.24. System allows for line-item financial management of patient accounts.					
11.25. Charges are not incurred for patients until the procedures are completed					
11.26. Complete patient and account (family) ledgers of all account history can be displayed and printed, including aged accounts receivables.					
11.27. The ability to search for patients in multiple ways ex. insurance policy number, guarantor, social security number, date of birth, etc.					
11.28. Unlimited fee schedules can be stored and updated by either patient or provider type.					
11.29. Allows for separate billings by each entity and/or location. And in addition must allow for multiple fee schedules by entity.					
11.30. Automatically handles insurance pre-determination and coordination of benefits when a patient has more than one insurance carrier.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
11.31. Allow for special billing arrangements with insurance companies.					
11.32. Allow for the entry of post-dated payments and bulk payments.					
11.33. Can you edit bulk checks easily if you make a mistake?					
11.34. Allows for customized payment plans to be created.					
11.35. Allows for patient statements to accurately reflect payment plans as part of ongoing balance due in addition to treatment rendered.					
11.36. Allows for automatic monthly billing to be done.					
11.37. Allows for numerous payment plans to be created for one patient.					
11.38. Ability to automatically identify negative account balances.					
11.39. Ability to send accounts with defined parameters to collection agencies.					
11.40. Collection letters, patient statements, receipts, estimates and ledger printouts are all available through the system.					
11.41. Ability to track production and collection histories by patient, individual providers or provider groupings, billing code and clinic disciplines.					
11.42. Allows for the creation of the standard American ADA Form.					
11.43. Ability to generate at time of patient 'check out' an invoice including: previous balance, treatment performed today, 3 rd party coverage, deductible, new balance, payment rec'd with receipt number, and time of next appointment.					
11.44. Ability to print receipts.					
11.45. Ability to print walk out statements for patients that incorporates real-time charges, payments, and corrections/adjustments.					
11.46. Ability to put a "hold" on a patient's statement for multiple reasons.					
11.47. Ability to put part of a patient's account on hold (i.e. the part associated with research).					
11.48. Ability to adjust/correct incorrect charges after they have been entered					
11.49. Ability to make charge corrections so account is adjusted real time.					
11.50. Ability to track missing charges.					
11.51. Ability to run daily financial reports.					
11.52. Ability to designate treatment of supernumerary teeth for billing purposes					
11.53. Ability to provide for monthly detailed billing statements line-item charges/payments/adjustments/balance.					
11.54. Ability to track and report on delinquent accounts.					
11.55. Ability to place accounts with multiple collection agencies and produce reports.					
11.56. Ability to enter unlimited account collection notes.					
11.57. Ability to allow user defined messages be entered on statements (all or for selected patients only).					
11.58. Ability to change patient statement cycle.					
11.59. System has control totals for balancing charge and payment batches.					
11.60. Ability to audit charges entered by scheduled appointments (to track missing charges).					
11.61. System has duplicate charge checking.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
11.62. System has correct coding edits and allows for user defined edits/required fields.					
11.63. Ability to define/assign work files for third party insurance/collection follow-up.					
11.64. Ability to generate collection letters based on delinquent status.					
11.65. System does not have any proprietary files. Especially for statement and claims files.					
11.66. Ability to maintain multiple contractual fee schedules, unlimited fee schedules can be stored and updated.					
11.67. Ability to indicate non-covered, self pay service, fee to collect, and waiver of liability.					
11.68. Ability to bill charges to a case, DOC, worker's comp, etc.					
11.69. System should be able to capture location of service to met CLIA requirements.					
11.70. System calculates insurance benefits based on carrier-specific fee sets.					
11.71. Ability to override standard fees by designated security levels.					
11.72. Ability to cross code CDT and CPT, ICD9 codes.					
11.73. Ability to cross code dental and medical billing.					
11.74. Is there a built-in ICD-9 cross-reference by procedure when posting?					
11.75. Ability to incorporate GC modifiers when entering charges.					
11.76. Ability to electronically bill insurance companies – Dental and Medical. Please describe and list any insurance companies currently working with.					
11.77. Ability to receive and process remittances sent electronically – Dental and Medical.					
11.78. There is no necessary nightly posting process to post financial activity for that day (everything is real-time) that requires system to be made unavailable to end users..					
11.79. Does the system automatically generate monthly charges due?					
11.80. Can you levy finance charges on past due payments?					
11.81. Are they based on a minimum charge? Percent above maximum? Flat fee?					
11.82. Can messages be customized by the user? By patient?					
11.83. Will appropriate messages print based on account balance aging?					
11.84. How far does the system report past due balance aging?					
11.85. Does the system allow you to create your own new messages per account?					
11.86. Can you place accounts in collection and pull reports on them?					
11.87. Allows for creation of standard CDA claim forms and medical claim forms.					
11.88. Can you integrate online credit card payments?					
11.89. Ability to split code medical and dental charges.					
11.90. Can you post charges, payments and adjustments from one screen? If not, how many additional screens are required?					
11.91. When treatment starts, can you pull from the treatment plan and post automatically?					
11.92. Can you customize a payment plan for specific accounts?					
11.93. Does the software allow for off-site statement generation?					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
11.94. There is no necessary end-of –month processing that has to be done to “close the month” that requires system to be made unavailable to end users.					
12. Insurance					
12.1. Plain paper or pre-printed insurance claim forms can be printed for billing or pre-authorization.					
12.2. Claims can be printed on standard laser jet printers..					
12.3. Checks patients’ insurance eligibility. Please describe.					
12.4. Allows for creation of standard ADA claim forms, red ADA claim forms and medical claim forms.					
12.5. Allows for printing of insurance forms on demand.					
12.6. Automatically calculates estimated insurance payments, deductibles, annual limits, etc.					
12.7. Insurance claims can be printed to stock forms					
12.8. Insurance claim forms can be sent EDI to insurance companies. Please describe.					
12.9. Verification of provider participation status with insurance plan for specific service ordered.					
12.10. Verification of patient treatment coverage with insurance plan.					
12.11. Posting of insurance payments include: Name of Patient, Date of Service, and Unique Claim Number					
12.12. Allows for insurance company co-payment information to be entered to reflect maximum payments for specific procedures.					
12.13. Allows for tracking of claims					
12.14. Allows for generation of pre-authorization forms, tracking of pre-authorizations and generation of tracking lists.					
12.15. Allows for on-line submission of claims.					
12.16. Ability to accommodate research/workers/other third party – related case billing.					
12.17. Ability to track and trend denial information by carrier/procedure/provider/reason.					
12.18. Ability to track and trend payer reimbursement overall and by procedure.					
12.19. Allows for coordination of benefits if more than one insurance carrier/sequential billing.					
12.20. Can the system calculate insurance benefits based on Carrier-Specific Fee Sets?					
12.21. How many different insurance plans/fee sets can be accommodated?					
12.22. System allows for government e-claims, i.e. Medicare, Medicaid, handled by the software.					
12.23. Can insurance plans be traced at the procedure code level?					
12.24. Is there a report available to detail profitability by plan?					
12.25. Automated Credit Card authorization and transaction billing.					
12.26. Are Dental claims handled electronically by the software?					
12.27. Are Medical claims handled electronically by the software?					
12.28. Can you enter unlimited Insurance Carrier/Plan Notes?					
12.29. Can you electronically send x-rays to insurance carriers?					
12.30.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
13. Reporting					
13.1. The software vendor will include a complete up-to-date Database Dictionary with every new version for the software. The database dictionary will clearly and accurately define what information is stored in which field for all fields throughout the database.					
13.2. There should be a number of standard reports including: Bank Deposit, Accounts Receivable, Patient Registration Form, Patient Walkout Receipt, Patient Account Statement, Payment Receipt, Drugs Prescription, Patient Treatment Plans, Routing Slips, Provider Production, Clinic Production, Procedure Frequency Reports (by clinic, by provider), Patient Recall, Procedure Stats, Incomplete Treatment Plans, Delinquent Accounts, Outstanding Insurance Claims, Appointment Schedules etc.					
13.3. The software will include a report writer module, which allows custom queries to be designed providing a virtually unlimited number of lists and reports.					
13.4. The report writer should be able to access each and every field in any table in the entire database based on some user-defined search criteria (including time periods, providers, clinic disciplines, groups of providers and third party payors).					
13.5. Standard and custom reports run through the report writer can be downloaded electronically into various types of databases (i.e. Excel, Access, etc.).					
13.6. The ability to export reports to external reporting software used by the institution as a whole (ex. Cognos, FRS).					
13.7. The ability to determine which printer reports are sent to can be done at the time the report is printed (ex. by entering a printer device name when submitting the report) so that print jobs are not pre-defined overall by user or report.					
13.8. Ability to track subsets of patients for projects, research, and program use.					
13.9. Ability to run reports to track staff productivity					
13.10. Ability to run reports to track provider productivity					
13.11. Ability for reports to be cumulative and can be run: ○ Daily ○ Month to date ○ Quarterly to date ○ Year to date					
13.12. System provides standard reports that include but are not limited to: ○ Appointment Schedules by provider, location, etc. ○ Missing charge report ○ Late charge report ○ Rejection/denial report ○ Pending Claim report ○ Credit balance report ○ Service analysis report ○ Income analysis ○ Charges and Collection analysis ○ Age Trial Balance by financial class, by department/provider/procedure category/procedure Include list of standard reports					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
13.13. Ability to run reports at any time during the month and have them match month end reports if date range matches.					
13.14. Ability for any level of users to access patient information with coded identifiers (not ePHI) to allow access to demographic information and dental clinical data. Users should be able to query the database for prospective and retrospective study					
13.15. Report capability to detail profitability by insurance plan.					
13.16. Ability to auto-fax reports to referring physicians					
13.17. System should allow for private physician and/or patient address to be entered and then address label generated and/or sent to the ancillary systems for report distribution.					
13.18. The software vendor will include a complete up-to-date Database Dictionary with every new version for the software. The database dictionary will clearly and accurately define what information is stored in which field throughout the database					
13.19. There should be a number of prepared reports including: Bank Deposit, Accounts Receivable, Patient Registration Form, Patient Walkout Receipt, Patient Account Statement, Payment Receipt, Drugs Prescription, Patient Treatment Plans, Routing Slips, Provider Production, Clinic Production, Procedure Frequency Reports (by clinic, by provider), Patient Recall, Procedure Stats, Incomplete Treatment Plans, Delinquent Accounts, Outstanding Insurance Claims					
13.20. Provides a trend analysis of results					
13.21. System should allow an individual to look up patient results by utilizing either the patient's name, hospital number, medical record number, "other Number", social security number, phonetic or alpha search					
13.22. Inquiry function should be available at any time, from any terminal/workstation, and from remote sites					
13.23. System should allow for interpretive results					
13.24. Inquiry function should have graphic display capability real-time					
13.25. Provides graphs in results reporting database with hourly increments for displaying vital signs, IV drips, and nursing interventions.					
13.26. System allows for the viewing of images associated with various procedures, tests (i.e., MRI's, CT's, Endoscopy videos, EKG strips, photomicrographs)					
13.27. Can you display referral production and collection data in a pie chart or bar graph?					
13.28. Is there a report to show Production & Collections by referral source?					
13.29. Can you track patients you have referred to other providers?					
13.30. Can you automatically merge treatment data into referral progress reports?					
13.31. Can you easily generate referral thank-you letters for all patients and referrals?					
13.32. Can you edit your own referral letters and progress reports in your office?					
13.33. Can you add new letters or report formats on your own?					
13.34. Management reports can be created using: • Charge information • Usage information • Trends • Missing information (deficiencies) • Other statistics					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
13.35. Statistical reports are available: • Per Individual, Provider, Staff Member • Department • Time Period • Test/Procedure • Patient Population • Insurance Classification					
13.36. Ability to automate certain reports to run daily, weekly, monthly, etc.					
14. Student Evaluation /Competency					
14.1. Allows for competencies to be done at the time treatment is completed.					
14.2. Allows for competency scoring to occur on some predetermined time schedule (i.e. monthly).					
14.3. Unlimited number of different evaluation forms.					
14.4. User defined competency schemes.					
14.5. Ability to perform daily performance assessment/grading.					
14.6. Ability for end users to generate students' monthly clinical activities, including Progress Evaluation cases taken.					
14.7. Allows for competency scoring to be entered for a cluster of treatment plan items with separate procedure codes					
14.8. Ability to restrict recording and printing of competencies based on user-defined security controls.					
14.9. Ability to complete treatment without entering a grade.					
14.10. Ability to track changes to grades via audit trails					
14.11. Ability to control when (e.g., completion of treatment plan) competency scoring can be entered.					
14.12. Ability to set up multiple competency schemes					
15. Specialty Requirements: Orthodontics					
15.1. Allow the orthodontics department to keep track of all clinical entries pertaining to the orthodontic patient.					
15.2. A patient must first be selected as an orthodontics patient and a faculty member assigned.					
15.3. Allows patient problems, key clinical findings and results of treatment to be compared and analyzed before, during and after active treatment.					
15.4. The information tracked can be customized.					
15.5. Controls can be set for each phase of treatment to enforce appropriate criteria for appointments.					
15.6. Seamless integration with all the other clinical disciplines.					
15.7. Instructor/student/patient relationships will be established and maintained unless manual overrides are authorized.					
15.8. Ability to do orthodontic billing automatically on a monthly basis.					
15.9. Ability to interface with other Orthodontic systems including but not limited to Dolphin and Emodels.					
16. Specialty Requirements: Periodontology					
16.1. Ability to perform electronic probing and periodontal charting and/or to interface with commercially available electronic probing systems.					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
16.2. Ability to document the following: -Risk factors for oral diseases, -Diagnoses, prognoses and a problem list, -A comprehensive treatment plan that could be modified as necessary, -Progress notes.					
16.3. For implant treatment, ability to track the following - Position, company, type, diameter, length -Type of bone (I-IV) -Sub- or non-submerged placement -Grafting material/membrane uses -One, five, and ten year success					
17. Specialty Requirements: Oral and Maxillofacial Surgery					
17.1. Ability to interface with Medical School PACS system					
17.2. Ability to interface with DICOM3-compliant digital radiography systems, including: Planmeca, DenOptix (Gendex) and Instrumentarium digital radiography system.					
17.3. Ability to dictate reports to a voice-activated system.					
17.4. Ability to generate special consent forms and incorporate anesthesia records into the forms.					
17.5. Ability to generate digital consent forms and allow patients to be able to sign electronically.					
17.6. If unable to create digital consent forms, system must be able to allow for the scanning in of signed paper form and allow it to be saved as an image file with the patient's record.					
17.7. System must allow for patient monitoring and general anesthesia records to be entered and accessed directly from the Oral & Maxillofacial Clinic.					
17.8. Ability to generate reports that can be used to do residency procedure statistics from the clinic to report to the ADA.					
18. Specialty Requirements: Endodontology					
18.1. Endodontic charting that includes registration of disease, previous treatment, and clinical testing.					
18.2. Endodontic diagnosis and treatment planning according to user-defined categories					
18.3. Treatment measurements					
18.4. Treatment parameters: anesthesia, isolation, materials and techniques used					
18.5. Ability to add prescribed medications, dosage, duration and refills					
18.6. Designation of quality of treatment rendered, and its effects on prognosis					
18.7. Endodontic follow-up system independent of school's follow-up system					
18.8. Ability to assign cases due for follow-up examination to certain providers, and track completion of and data from follow-up examinations					
18.9. Treatment outcome data on follow-up examinations including cause of failure and further treatment necessary					
18.10. The ability to generate reports, export data to and/or interface directly with external ODBC-compliant databases					
18.11. Ability to interface with Schick digital radiography and photography system					

Functional Description <i>Please respond to each question with summary answers whenever applicable.</i>	A	B	C	D	E
18.12. Ability to generate queries based on medical, dental or financial data via a user-friendly interface					
18.13. Ability to access data via secure link from off site clinics					
18.14. Ability to generate letters that document progress of care among professionals treating the patient					
19. Specialty Requirements: Pediatric Dentistry					
19.1. Ability to generate pediatric specific medical and dental history					
19.2. Ability to do risk assessment and prevention summary					
19.3. Ability to generate detailed preventive treatment plan					
19.4. Ability to monitor results of preventive treatment plan - by specific lesions on specific teeth					
19.5. Ability to track ongoing development of occlusion					
19.6. Ability to assign a behavior assessment code to each child, which can be revised at each appointment - Frankl Scale					
19.7. Ability to assign a complexity of treatment needs rating to each child upon entry to system - Millbank Rating Scale					
19.8. Ability to write either/or into treatment plan - i.e. tooth #L DO Ag or SSC/pulpotomy					
19.9. All patient input forms must be at least bilingual (English and Spanish), preferably also Polish, Russian, Bosnian					
19.10. Ability to add optional modules to chart: -trauma assessment, treatment and follow-up -ortho assessment, treatment plan, treatment progress, recall -operating room cases under general anesthesia - case selection, preop eval, H+P, admission, treatment, postop follow-up, recall					
19.11. Ability to follow interceptive or ortho patients separate from their preventive and restorative care					
19.12. Ability for appointment scheduling system to consider: -chair availability -DA availability -provider availability -equipment availability - N ₂ O/O ₂ machines, monitors					
19.13. Ability to assign incomplete procedures without tying to an individual provider.					
19.14. Ability to create treatment plans that are not tied to individual providers.					
19.15. Ability to automatically indicate treatment plan is complete.					
19.16. Ability to let appointment clerk know about patient's return treatment needs and specific provider required/requested					
19.17. Ability to develop automated recall system					
19.18. Ability to search for patients by specific treatment planned procedures to allow for assigning certain patients to students in need of particular kinds of training (to help get all students certain experiences)					
19.19. Ability to assign provider type for each visit in treatment plan to decrease reliance on paper forms and to allow for more accurate rescheduling					

C. General System Functionality

In this section of the RFP, UCHC has described general functional requirements of the Dental Management System. For each question, the vendor should respond by making a checkmark in the appropriate column, If additional information is required please make additional comments on a separate sheet identifying the specification: If a requirement is left blank, we will assume the requirement cannot be met.

A	The function is available and active for more than 2 years
B	The function is available and active
C	The function is in development (include date functionality will be available to general client base)
D	The function requires customized development (include the estimated cost)
E	The function is not available

1 Help Functions

Functional Description	A	B	C	D	E
<i>Please respond to each question with summary answers whenever applicable.</i>					
1. Help provides information about valid entries for the field currently being accessed					
2. There is help for every data entry field without leaving the field					
3. List outside reference materials, dental databases available to the users directly accessible from your system.					

2 User-Friendly Features

Functional Description	A	B	C	D	E
<i>Please respond to each question with summary answers whenever applicable.</i>					
1. System is menu driven, user friendly					
2. "Windows", split screens, GUI Front ends					
3. Patient Inquiry by Name, Patient Records#, Account #, "other Numbers"etc.					
4. Phonetic or alphabetic patient search					
5. Forward or backward movement on inquiries					
6. Ability to search for a pediatric patient by parent's name or insurance policy number.					
7. Do all fields whose values have a description display the description?					
• After the initial entry					
• Anytime thereafter the screen is displayed					
8. Most fields have a default value					
9. Default values can be easily updated					
10. Ability to "drill-down" into more detailed patient information, real-time					
11. Automatic skipping ability, when the following is true:					
• Fields are not required					
• Skip questions, when the response to one question renders subsequent questions not applicable.					
• Can this skipping ability be user defined?					
12. Can you access multiple parts of the system simultaneously?					
13. Table/Screen/ Pathway Maintenance					
• On-line, real-time					
• System is table driven					
• Most tables/screens are user defined					
• Most tables/screens are user maintained					
• Identify any tables/screens that are not user maintained and explain why					
• Please identify any tables that are limited in size					
• Can the user create user-defined pathways?					

Functional Description	A	B	C	D	E
Please respond to each question with summary answers whenever applicable.					
14. Retention of Data - Data can be retained on-line based on user defined criteria - Data can be archived based on user defined criteria - How is archived data accessed?					
15. Virtual deletion of records: There are no physical deletions from the database; records are only marked as deleted and easily restored.					
16. Special Requirements - Ability to define any additional data requirements as necessary both initially in set up and on-going as needed - Ability to generate user-defined work lists on demand - Can any work lists be accessible on-line?					

3 General Requirements

Functional Description	A	B	C	D	E
Please respond to each question with summary answers whenever applicable.					
1 System supports both PCs and MACs					
2 System supports multiple printers					
3 System supports printing to fax machines					
4 System supports Intranet and Internet access					
5 System <u>must</u> support both a dental school and dental practice environment					
6 System allows for internal communication within system, allowing administrative staff, provides, students, etc. to communicate within practice or clinics.					
1. The system maintains a database of patient history, assessment, treatment information, and images utilizing disk and optical storage.					
2. Allows for choice to duplicate last entries; this feature needs to be unit-specific, as it is not applicable to most critical care activities.					
3. Maintains audit trail of modified charting entries.					
4. The system supports flow sheet charting, i.e., easy check-off activities.					
5. Post-discharge charting is supported					
6. Charting screens may be unit specific					
7. Labels for types of inputs and outputs are selectable for each patient					
8. Please describe how the caregiver who did the charting is identified.					
9. System should have ability to create free text as needed in user defined areas of the patient record					
10. Please describe how your system/application supports the following documentation needs: - Late Entry - Timed Entry - Correct/Edit Entry					
11. Capability to search patient notes by: - Discipline - Date/Time - Interventions - Procedure/Operation					

Functional Description	A	B	C	D	E
Please respond to each question with summary answers whenever applicable.					
12. Capability to reference on-line protocols on-demand during the process of charting patient treatment activities.					
13. Capability to combine graphics and narrative text in display and print.					
14. Style of documentation is user defined by unit and/or department.					
15. Ability for any non-IT system administrator to export user defined reporting data to standard Microsoft software tools (Excel, Word, Access, etc.)					
16. Does the system interface with Microsoft Word for mail merge?					
17. System has separate platforms for production, test and training.					
18. Enhancements selected for upgrades and new versions are based on input from client user groups who can vote on functional priorities.					
19. Application changes (e.g. test codes table changes) and application upgrades can be easily accomplished in production with no need to disable production environment. Such changes can be readily backed out.					
20. In the event of hardware/software failure, system can recover to the point of failure. Describe.					
21. System is Web based and does not require additional software on the desktop.					
22. System supports multiple printers (multi tray, label, etc.)					
23. System supports printing to fax machines.					
24. System supports Internet access.					
25. System supports secure PHI e-mail messaging.					
26. Tables/screens/dictionaries are user maintained, able to be updated electronically, and are of unlimited size.					
27. A printer is considered a User?					
28. Ability for UConn to maintain master files and tables?					
29. Average number of enhancement releases per year?					
30. Ability to print reports on demand.					
31. Standard Management Reports available in the system. Attach list of standard reports.					
32. The system allows user-modified fields on standard application reports.					
33. The system has the ability to query and print a management report by a variety of data elements.					
34. System allows for Management Reports as follows: A. User Interaction times B. System resource utilization (memory, CPU, disk, terminals) C. File size D. Error log E. Operator's log sheets F. User security maintenance					
35. Can you print directly to various paper trays for letterhead and envelopes?					
36. Describe the proposed system's ability to secure data that is downloaded or used in ad hoc reports based on the user's role and function.					

4 Customized or User-Defined Reporting Requirements

Functional Description	A	B	C	D	E
<i>Please respond to each question with summary answers whenever applicable.</i>					
1. Please provide a listing of the standard types of reports, which are available from the system.					
2. Reports include HICFA forms					
3. Reports include ADA forms					
4. System is a relational database					
5. Reports can be printed: • On Demand • Scheduled Times • To all locations • To Facsimile machine • To email account					
6. Reports can be cumulative: • Daily • Month-to-date • Quarter-to-date • Year-to-date • User defined date range					

5 Report Writer Requirements

Functional Description	A	B	C	D	E
<i>Please respond to each question with summary answers whenever applicable.</i>					
1. Ability to access all data elements stored in the information system					
2. For any data elements which cannot be accessed routinely, please identify them					
3. Provide user defined pre-formatted ad hoc query menus, which allow access to all data elements within the management information system, including but not limited to the following: • Ability to develop ad hoc reports in Standard Query Language (SQL) • On-line help in developing an SQL query					
4. On-demand report generation output for regular or periodic processing					
5. Scheduled report generation output for regular or periodic processing					
6. Do you have an ODBC driver that would allow access to the data for reporting with tools such as MS Access, MS Excel, etc?					
7. Are data elements indexed?					
8. Can searches, initiated externally through ODBC, be performed on free text as well as indices?					
9. Can the text data be searched through a search engine?					
10. Are search engines available as part of the software?					
11. What search engines are supported by your system?					

B. INFRASTRUCTURE/HARDWARE REQUIREMENTS

Overview: The Network, Server and Desktop infrastructure at UCHC is comprised of standard-based technologies that allow for the interconnectivity of all clinical, research and administrative departments. With these standards, the UCHC Information Technology Department is able to provide its customers with solutions that provide for the collaborative sharing of information. Respond to every question below. If additional space is required on a separate sheet, ensure the section and requirement number is noted. (Additional information regarding the specifics of the environment will be presented after a system decision has been made.)

General

1. Provide Visio drawings that contain:
 - a. Expected physical layout of equipment and its locations including measurements
 - b. Expected logical layout of communication protocols and critical paths.
 - c. Expected layout of workflow from end user department perspective (e.g. operational workflow) and IT perspective (e.g. technical workflow).

System Location

2. Does this system have an Application Service Provider (ASP model) that can be utilized? If yes, provide details (including disaster recovery information) and costs in cost sheets.

Server Engineering

3. List the Operating System(s) for the proposed application.
4. List responsible parties for installing:
 - a. Operating System
 - b. Application Software
5. If the operating system is Microsoft Server, will the server need to integrate into our primary UCHC Domain? If not, specify what security measures will restrict or authorize user access.
6. List the required server specifications for each server required for the application/system. (hardware requirements, operating system, database engine, network interface requirements, etc.)
7. Do specific servers need to be accessible from the Internet? Explain which ones and reason.
8. Will the proposed system server(s) need to integrate/communicate with other servers? If yes:
 - a. Describe and list the others.
 - b. Describe and list how this communication will take place.
9. Can the proposed system/project run in a Citrix environment? If yes:
 - a. What version of Citrix is support/required?
 - b. How many connections per Citrix server should be anticipated?
10. Has any hardware, operating system(s), application software or licensing been provided by your organization in support of this project (or related project) already? (e.g. existing equipment will be used to support this project/system). If yes, please explain.
11. Does Vendor need access to the server? (If yes, what method (Dial Up, VPN) is used?)
12. Software Used to access server (RDP Client, VPN)
13. Are there are any special requirements or conditions with your software that would prohibit it from running (either effectively or at all) in a VMWare environment

14. Is the connection:
 - a. Always connected?
 - b. Disconnected?
 - c. Synchronization Needed?
15. What Applications are run on each server (I.e. SQL, Web, Citrix, File Server, Vendor Specific App, etc.)
16. How much time per month will be required by a server team member to support this system (e.g. FTE %):
 - a. During installation
 - b. Post implementation
 - c. For every new client
17. Describe the skill set required of a server team member to support this system/project.
18. What job scheduling products are supported/recommended?
19. Has the server environment been certified to work in a Virtual Machine (VM) topology?

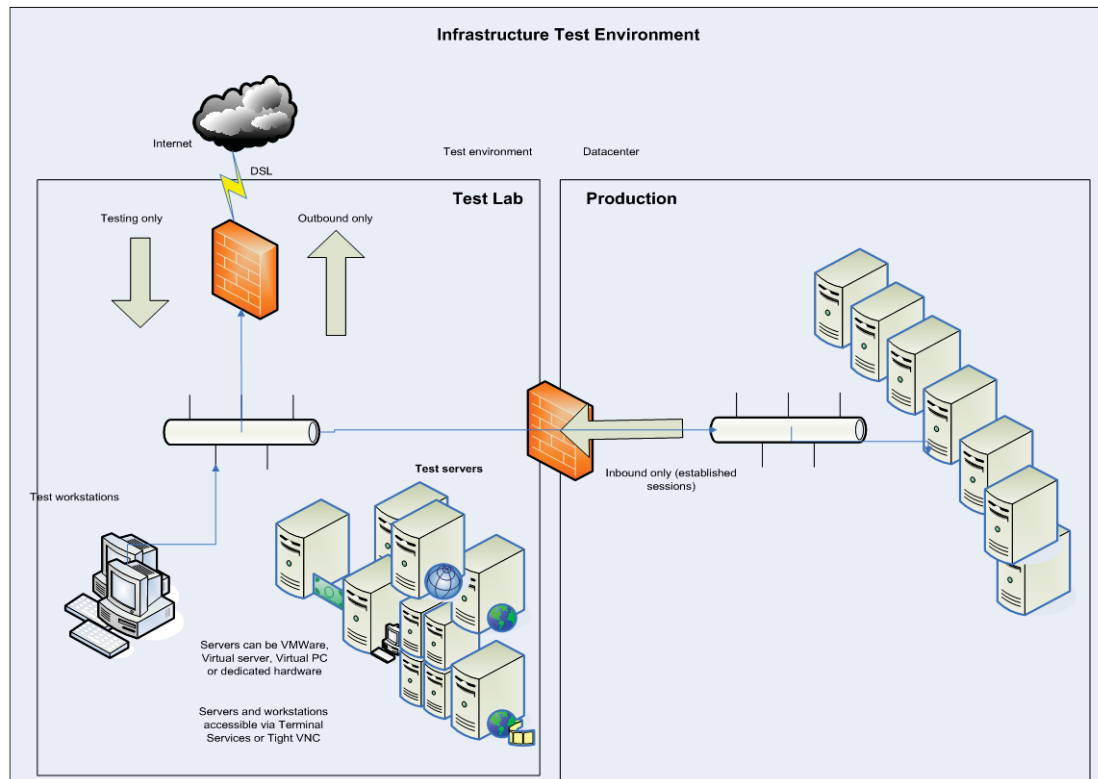
Network Engineering

20. Will the system/server require an Internet DNS entry?
21. Will the system/server require a highly secure network segment?
22. Describe network protocols required.
23. Define any non IP protocols. Will any of these protocols need to be:
 - a. Routed
 - b. Bridged
24. Define the bandwidth size requirements:
 - a. To the servers
 - b. Between servers
 - c. Between server and workstations
 - d. Between WAN locations
25. How many network connections will be needed for:
 - a. Servers:
 - i. Are these redundant connections?
 - b. Desktops:
26. Can the system run over wireless? If yes, what encryption methods are supported/used?
27. If the vendor is acting as the Application Service Provider, would UCHC's 1.4 Mb T1 Internet connections be sufficiently robust?
28. How much time per month will be required by a network team member to support this system (e.g. FTE %):
 - a. During installation
 - b. Post implementation
 - c. For every new client
29. Describe the skill set required of a network team member to support this system/project.

Desktop Engineering

30. List the required minimum desktop specifications (software) for the application(s) used for the system/project:
 - a. Windows OS
 - i. Service packs
 - ii. Macintosh
 - iii. Linux
31. List the minimum desktop specifications (hardware) for the application(s) used for the system/project:
 - a. Windows
 - b. Macintosh
 - c. Linux
32. List the client application type
 - a. Web browser:
 - i. Supported browsers and version numbers
 - ii. Active X
 - iii. Java version
 - b. SQL client
 - c. Full client
 - d. Does the application need/require "helper" applications? If yes, list versions:
 - i. .net Framework
 - ii. Mdac
 - iii. Microsoft Office
 - iv. Other applications? (Acrobat, Media player, browser plug-ins, etc)
33. How often will client application updates be made available?
34. How quickly are updates needed to be deployed?
35. Are there deployment scripts available for the desktop application? If yes, indicate:
 - a. SMS packages
 - b. MS Installer
 - c. Install shield
 - d. Wyse installer
 - e. Other
36. For Windows systems, will the application appear in the Control Panel as an installed application and can it be uninstalled from this panel?
37. Will workstations need Internet access for this project?
38. How much time per month will be required by a desktop engineering team member to support this system (e.g. FTE %):
 - a. During installation
 - b. Post implementation
 - c. For every new client
39. Describe the skill set required of a desktop engineering team member to support this system/project.
40. Are there different client environments for core users, remote users, Internet users, mobile users? If yes, explain.

41. All new systems should be able to be fully tested in the testing environment. See the following test environment drawing. Will the proposed system support this environment? Comment/explain how.



Operations Backup/Retention

42. Define the backup requirements for the proposed system/project:
- What is being backed up?
 - Complete image (everything – OS/Application, etc.)
 - Type of backup (full, differential, incremental backup)
 - Describe rotation period.
 - Describe retention period.
 - Partial (may exclude OS, application, etc.) List what is excluded from backup.
 - Type of backup (full, differential, incremental backup).
 - Describe rotation period.
 - Describe retention period.
43. Will complete documentation be provided explaining the backups, how they are to be setup, etc.?
44. For a contract management site the size of UCHC, with our contract volume, what is the average backup storage volume?
45. How much time per month will be required by an Operations team member to support this system (e.g. FTE%): during implementation, post-implementation?
46. Describe the skill set required of an Operations team member to support this system/project?

C. DISASTER RECOVERY REQUIREMENTS

1. If we host the servers on site and in the event of a system outage or disaster where the proposed system is impacted please state which recovery design the proposed system supports:
 - a. System supports the highest level of redundancy possible to minimize downtime even in the event of a very serious disaster. The data is stored in multiple locations and can be recovered in less than 5 minutes (e.g. clustering). If yes, please explain options available.
 - b. System requires a moderate level of recovery possible to decrease downtime even in the event of a serious disaster. The data is on tape backups and requires additional time to load the system to a recovered state on duplicate hardware at an alternate location. This type of solution means that the systems can be recovered (from the OS level up) in less than 8 hours (e.g. standby cold server). If yes, please explain options available.
 - c. System cannot meet either option. Explain.
2. In the event of a system outage or disaster, what does the application /system require:
 - a. Automated failover?
 - b. Clustering?
 - c. Data replication?
 - d. Restoration from backup tapes?
3. Will Disaster Recovery/Restoration instructions/procedures be provided?

D. DATABASE REQUIREMENTS

Respond to each question with summary answers as applicable.

1. Describe the language and/or database management system (DBMS) in which your system is written. Explain why you chose this language and any costs/benefits associated with it. Specify those applications that are a DBMS, if it does not apply.
2. System supports inquiries to database to select and export data to other systems. Describe limitations and security.
3. System provides a data archiving process based on system administrator criteria (e.g. time, data type, and discharge disposition).
4. System provides a system-to-system link for the uploading and downloading of data (e.g. existing systems, popular PC file forms).
5. System provides interface to allow archival of data.
6. System security maintained when integrating and communicating with systems outside the vendor's system.
7. Encryption is used to protect sensitive data sent over networks.
8. Secure dial-in access, unique user IDs and passwords, limited access times and limited connection duration are incorporated for remote access.
9. Is purging of database necessary? If so, how often?
10. System provides a backup process that can be performed in a dynamic mode so that the system can be operational 24 hours per day
11. File backup procedures are provided. Specify recommendations and time requirements.

12. Can new data elements be added, as they are required without rebuilding the data schema and database? Can this occur without reducing the performance of the system?
13. Describe the ability to export data to other formats.
14. How much time is required by a DBA to support your application?
15. What type of database and database version is your application using? (example: Microsoft SQL Server or Oracle)
16. If clients have a choice in database, list the percentage of clients running each product.
17. Who will supply the Database Server, (UCHC or Vendor)?
18. Who is responsible for database Licensing?
19. (in the case of MS SQL Server: Per Seat "number of Calls" or Per Processor licenses)
(In the case of MS SQL Server: Does Vendor database support Active/Passive or Active/Active Microsoft SQL Server)
20. Who is responsible for the Upgrades to the database? Service packs and Hot Fixes to the database?
 - a. Does UCHC have access/rights to the backend data?
 - b. Can UCHC create its own reports off of the data, send the data to other systems or parties?
 - c. Can UCHC export or import data from or into the Vendor database?
Will the Vendor assist if UCHC makes changes?
21. Does the Vendor require remote access to the DB server?
If so, how is remote access initiated (VPN, direct connect, etc.)?
22. What levels of database support are offered by the Vendor? Is the Vendor available 24/7?
23. Will the Vendor assist in integration, systems or regression testing?
24. Will the Vendor communicate changes in advance to upgrades or enhancements to UCHC? Will these changes be scripted and have detailed steps and comments to explain upgrade procedure where necessary?
25. What is the expected growth rate of data and space needed? Does the Vendor supply Archiving Method? Does the vendor consider purging data?
26. Is the cost of space accounted for in the vendor's proposal or other documentation?
If not is UCHC aware of this?
27. Are there any known limitations with the Vendor database application?
28. Examples: maximum number of users that can access the database at any given time?
maximum size of the database?
29. Will the Vendor provide a Database Maintenance Plan? How often should the database be backed up, etc?
30. Will the Vendor provide Best Practices guidance?
31. Is there degradation of performance as the database size increases?

G SECURITY REQUIREMENTS

1. Please list supported methods for user authentication; list supported 3rd-party vendors for two-factor authentication solutions, noting preferred vendors if applicable.
2. How does the application store user account data (database table, flat file, etc.)?
3. How is password file encryption accomplished? If hashed or encrypted, please list algorithm.
4. Does the application support user authentication against external directories? If so, please list supported directories and methods (e.g. LDAP, Kerberos, Radius, Active Directory, etc.)
5. Does the application support the following password security features:
 - a. Minimum length (please note if fixed or customizable)
 - b. Maximum length (please note if fixed or customizable)
 - c. Differentiate between upper and lower-case characters
 - d. Supported character set (please define)
 - e. Complexity requirement (please explain)
 - f. Rotation (please note if fixed or customizable interval)
 - g. Prevent password re-use
 - h. Set expiration date
 - i. Administrator force change at next login
 - j. Support concurrent logons (if yes, can this be limited or disabled)
 - k. Support time restrictions on account activity (e.g. x minutes, hours per day, days per week, etc.)
 - l. Support inactivity timeout and/or session timeout (if so, does the application purge current data and/or close?)
 - m. Support user login/logout without reboot or restarting application
 - n. Account lockout for incorrect logons (is the threshold variable, is lockout for a variable or fixed interval or until admin reset)
 - o. Support different requirements/settings for different user roles or groups
 - p. Self-service password recovery (explain implementation in detail and note whether this may be disabled)
6. Please describe supported methods of single-sign-on and/or reduced-sign-on.
7. Please list and describe the methods by which user accounts may be added, modified, or deleted. (GUI, Command Line, bulk import, remote, local console, etc.)
8. Can user accounts be created, modified, deleted while the system is online? Describe how the application processes an account deletion if the account is active – is the active connection dropped immediately? Similarly, please describe how the application processes a change in account permissions.

Authorization

9. How are user permissions granted within the application? If role-based security is supported, please explain how this is implemented. Does the system support “template” user accounts?
10. Explain how permissions extend within the database structure.
11. Does the application support separate administrator/root accounts? Does the application require separate administrator/root accounts?
12. Does the application support “su” or “run as” type functionality for use of privileged accounts?
13. Does the system include any default privileged accounts used for field service or technical support? If so, can the password be changed or can the accounts be disabled or deleted?
14. Does the application support different authorization levels based on authentication type or location

15. System provides multiple levels of security, including but not limited to the following:

By User:

- System Manager
- Technical (programmer)
- Operator
- Department Manager
- Supervisor
- End-user - departmental personnel

By Function:

- Update, delete, and inquire
- Update and inquire
- Inquire only
- Print

By Location:

- University Dentists
- Specific dental clinic/discipline

16.

Audit

17. List all system and/or security event records that are noted by the application.
18. Please explain how, where, and in what format the application stores system and/or security event data (flat file, database).
19. Does the application support storage of event data to a remote store? If yes, please list supported methods (e.g. syslog, FTP, etc.)
20. Can event messages be enabled/disabled based on specific message, severity level, and/or category?
21. Describe if and how the application records data record access, modification, creation, and deletion.
22. Describe any mechanisms implemented to ensure logfile integrity.
23. Describe any mechanisms supported for automated or ad-hoc logfile archiving, normalization, and compression.
24. List and describe supported methods for activity reporting and analysis. Does the application support scheduled and/or ad-hoc activity reports? Describe pre-defined activity reports.
25. Does the system support a separate role for audit? Please describe permissions assigned to this role.

Other

24. How does the application ensure the confidentiality of stored data? If encryption is used, please provide an overview of the encryption process and key management strategy.
25. How does the application ensure confidentiality of data access through the application?
26. How does the application ensure confidentiality of data communications between client and server?
27. Does the application provide integrity checks for data and or application binaries? Please explain how this is implemented.
28. Describe how the application checks for and deals with inconsistent stored data.
29. Please explain what context is used or required for running application services on the server. (e.g. System, administrator, unprivileged, etc.)
30. Please explain what context is used or required for running application services on the client.

31. List the operating system permissions required for the user to run the application on the client.
32. List the operating system permissions required to install the application on the client.
33. Please list supported anti-virus vendors for clients and server(s); indicate preferred if available.
34. Please list supported host-based firewall software vendors for clients and server(s); indicate preferred if available
35. Please list supported host-based intrusion prevention software vendors for clients and server(s); indicate preferred if available.
36. Does the vendor require remote access to the server for maintenance or support? If so, please list supported methods, indicating preferred method. Please also indicate requirements for remote access availability (e.g. 24x7x365, 8x5, "as needed," etc.)
37. Please explain how patches and updates are distributed for the application. Please also note who will be responsible for installing patches and updates.
38. Does the vendor certify operating system patches, updates for server, database, and/or client systems? How long does this certification process take? Will installation of a non-certified patch or upgrade void support agreement?
39. If applicable, please explain how the application handles session state tracking for browser-based client access.
40. Please list and briefly describe all methods of accessing data (e.g. local console, client GUI, file share, telnet, RAS, etc.)
41. What is the supported retention period for event data stored on the system? If that is adjustable, please list recommended interval and maximum retention interval.
42. Are event logs date stamped? Please describe whether this is in local time, UTC or system uptime.
43. Describe the event log aging, archival and/or deletion process.
44. Does the system provide for alerting on events or policy violations? Please describe supported methods of alerting, noting whether this is real time or delayed.

H. REGULATORY COMPLIANCE REQUIREMENTS

Compliance

Please respond to each question with summary answers whenever applicable.

1. Is system compliant with all current HIPAA regulations?
2. As the HIPAA regulations change, what measures will your company take to make your system compliant?
3. Is system upgraded to meet any federal regulations at no additional cost within federally mandated timeframes? For example, If ABN requirements are changed, will the application be automatically updated to accommodate these changes?
4. Is system upgraded to meet any state regulations at no additional cost and within state mandated timeframes?
5. Is system upgraded to meet STARK, Anti-Kickback and CCA regulations at no additional cost and within specified timeframes?

I. MAINTENANCE AND WARRANTY REQUIREMENTS

Maintenance

1. Does the vendor contract include support for:
 - a. Hardware
 - i. Support for all hardware on this project?
 - ii. Is this onsite hardware support?
 - iii. What are the hours of support? Is 24/7 support available?
 - iv. Length of the support contract?
 - b. Operating system
 - i. Support for the core operating system (for example Microsoft Server 2003, Open VMS, Linux)?
 - ii. Is this onsite support?
 - iii. What are the hours of support? Is 24/7 support available?
 - iv. Length of support contract?
 - v. Please explain how patches and updates are distributed for the Operating System. Please also note who will be responsible for installing patches and updates.
 - vi. Does the vendor certify operating system patches, updates for server, database, and/or client systems? How long does this certification process take? Will installation of a non-certified patch or upgrade void support agreement?
 - c. Application
 - i. Support to their application?
 - ii. Is this phone support or onsite support?
 - iii. What are the hours of support? Is 24/7 support available?
 - iv. Duration of support contract?
 - v. Are application upgrades included in the support contract?
 - vi. Are incremental or full versions covered in this agreement?
 - vii. Please explain how patches and updates are distributed for the Application. Please also note who will be responsible for installing patches and updates.
 - viii. Who will be performing application upgrades?
 - ix. Will application upgrades be performed by a vendor technician onsite?
 - x. Does the vendor certify operating system patches, updates for the server, database and/or client system? How long does it take? Will installation of a non-certified patch or update void the support agreement of?
 - xi. What documentation is provided with each update/enhancement/fix?
 - xii. Do you allow access to source code by the purchaser?
 - xiii. Will the vendor(s) support the system if the user elects to not install the updates?
 - xiv. Describe how enhancements and upgrades to your system are identified. Describe any differences between the processes. How are the upgrades released to the general client base?
 - xv. Describe your software maintenance philosophy. Draw any distinctions between releases/updates to the application under the software maintenance agreement versus customized, billable enhancements.

Upgrades

2. Are Upgrades provided at no additional cost?
3. What criteria are used to select the functionality that will be added to upgraded versions?
4. Is there an existing active user group for your products? If so, please list the nearest local user group contact and telephone number. What is your company's role in the user group?

5. Can routine incremental and archival backups occur while the system is online and fully operational?
6. Identify the effects on availability when updates to the operating system are released.
7. Can the upgrade/update process occur automatically through the network systems management software, e.g. through a web browser or SMS?
8. Is the system interrupted during upgrades/updates or can this be avoided to ensure zero downtime?
9. Do you commit to providing software changes to your clients resulting from regulatory agencies; State, Federal legislative or other federal non-hospital contracted external policy mandates?

Other

10. Define system performance and how you would measure response time. If the system is not performing at a reasonable response how would you correct the response issue.
11. Will the vendor provide a mechanism or procedure designed to verify that the agreed-upon performance requirements are met?
12. Describe the procedure for requesting application software changes.
13. Describe the internal support staff and skill levels required to maintain the system at each location (include analysts, programmers, operations, management, and clerical staff).

Application/Hardware Support and Troubleshooting

14. Please describe the anticipated level of support that the UCHC Help desk will need to provide. How many support calls per month are typical with this system?
15. Does the application support remote trouble shooting from the Help Desk via remote desktop?
16. How do clients open trouble tickets?
17. How many employees at the client site are empowered to initiate trouble tickets?
18. How are problems categorized and prioritized?
19. What is the average time-to-solution for each type?
20. Is there an automatic escalation process for reported problems?
21. Do we have web access to a complete history of the problem tickets we have initiated?
22. Please supply a table showing the number of system critical defects identified and unresolved 1 month, 3 months, and 6 months after your last major release.
23. Please list all known unresolved critical defects in your current release. Include the date the defect was first reported.
24. Do you have a separate Quality Assurance and Testing group? Approximately how many employees are dedicated to this body of work?
25. Is there a web searchable knowledge base?
26. List the support plans available and the level of services provided in each. Please also provide a sample service level agreement and the annual cost of each support plan available.

Contractual Obligations

27. What guarantees and warranties does the vendor provide for the proposed system hardware and software?
28. What impact do software modifications have on warranties or guarantees?
29. Should the vendor fail to deliver the system by a specified date, will our organization, unless it agrees in writing to extend this date, have the option to cancel this contract, and will any and all amounts paid by UCHC be returned?
30. Will the vendor agree to keep the source code in an escrow account and agree that, in the event it discontinues maintenance of the source code which operates the system or in the event of the involuntary dissolution of the vendor, the source code will be turned over to UCHC to continue to maintain the system?
31. Who has ownership of any enhancements made by or on behalf of UCHC?
32. Will the vendor offer UCHC a six-month termination clause?
33. Will the vendor undertake and agree to indemnify UCHC against all damages and costs awarded in any suits, actions, or proceedings in which UCHC is made a defendant for actual or alleged infringement upon any patent?
34. Will the vendor, at its expense, defend and accept liability for any suit brought against UCHC for patient harm resulting from the failure of the system to perform as specified?
35. Will the vendor agree to the following payment schedule at each site?
 - a. Twenty percent (20%) at the execution of the contract
 - b. Twenty percent (20%) at software loading and the completion of the preliminary acceptance test.
 - c. Forty percent (40%) at conversion (go-live) and the completion of the final acceptance test.
 - d. Twenty percent (20%) at a mutually agreed upon post conversion date.
36. Will any discounts apply, on a percentage basis, to all future product release? If so, what percentage?
37. Will the vendor guarantee that it will provide any upgrades or enhancements to the system at no cost or the lowest price being offered to any other customer of the vendor?
 - a. Systems Software:
 - b. Applications software:
38. Will UCHC be allowed to extend the use of this system to any present or future health care facilities and/or related or affiliated state organizations?
39. Can UCHC reserve the right to cancel and recover the cost of any paid contract good (item) or installation fees that has not passed UCHC evaluation/acceptance criteria?
40. Will the vendor guarantee prices for system modules during the term of any contract reached?
41. Will the vendor guarantee the software license to UCHC in perpetuity except in case of nonpayment by UCHC?
42. Will the vendor commit to an agreement governed by and construed in accordance with the laws of the state in which each dental school operates?

Acceptance and Warranty Requirements

43. Acceptance testing will be performed by the relevant department staff and Information Technology personnel and will include the verification of all equipment technical specifications, software, and safety features. Indicate if agree with these terms
44. Functional Acceptance will be achieved with consistent usage of the system 45 days after first production use of the system. During this period the system shall operate according to the functionality noted in the RFP and vendor's response to the RFP, without errors, and uninterrupted. If there is a deviation, i.e. software bug, the 45 days will begin from the date of the fix being applied to the live environment. A payment milestone will be associated with achieving functional acceptance. Indicate if agree with these terms
45. A minimum 12-month warranty period is to begin when the system is fully operational and accepted and performs as described in the technical specifications. During the warranty period, UCHC has the right to return the system, without penalty, for full refund, if it is found to be unacceptable due to deficiencies in meeting the technical and performance specifications on the bid and in the system's product literature. Indicate if agree with these terms
46. During the warranty period the Vendor shall furnish all labor, travel, and parts necessary to maintain all equipment specified under the purchase agreement in proper operating condition. Indicate if agree with these terms

J. INTERFACE REQUIREMENTS

1. Describe your ongoing interface development strategy to connect to other systems. Provide your methodology for requirements definition, testing and implementation. Describe in detail the types of interfaces that you have developed to date. Describe how your developed interfaces address starting/stopping, queuing transactions, transaction resends and transaction error monitoring and notifications.
2. List systems you have successfully integrated with and indicate whether your interfaces to them were realtime, batch, uni- or bidirectional.
3. Can you support real-time standard interface feeds using TCP/IP protocol?
4. Ability to accept insurance information via HL7 interface.
5. Can information be extractable to external applications in either fixed format or as transaction records and also importable from other systems as fixed format or as transaction records (i.e. to Excel, Access, etc. and back)?
6. Can the database be interfaced with the following information systems via HL7 or other? Please provide interface specifications to support the ability to interface.

System	Vendor	In/ Outbound
Registration (Patient demographic info)	IDX	Inbound
Digital Radiography System	Schick Digital Technology Denoptics Medical PACS (Philips/Stentor) Dental PACS (To be determined) Other radiographic imaging systems	Inbound and/or Outbound
Endodontic Electronic Dental Record	(FileMaker Pro)	Inbound and Outbound
Orthodontic records	Dolphin	Inbound and Outbound
Finance System	Banner	Outbound

7. Do you have a standard interface that can be customized for any of the interfaces specified above or does a customized interface need to be built? Where are the interfaces located and who controls them (i.e. interface engine or point-to-point, vendor or UCHC?)
8. Can you support/accept fixed format or delimited file feeds to and from ODBC compliant databases?
9. What built in support does your application provide for importing transactions/data?
10. What built in support does your application provide for exporting transactions/data?
11. Please describe your online storage capabilities for historical data.

V Proposer Credentialing

UCHC is committed to providing the best patient care available to our patients. To that end, we must ensure that our vendors are compliant with hospital policy and industry standards. UCHC requires that vendors provide documentation that they will abide by our standards for environmental health, safety, privacy, and quality. To assist with credentialing all vendor representatives in the most efficient way, UCHC has contracted with Status Blue.

VI Background Checks

In accordance with UCHC Policy No. 2001-3 and applicable Federal and state laws, the UCHC Public Safety Department shall conduct security background investigations and Federal sanctions checks on all contractor and proposer employees prior to commencing work on UCHC premises. There is a fee of \$75 for each background check completed. The fee is payable in advance and shall accompany the submission of the Background Information Check Sheet.

VII Resultant Funding, and Number of Awards

To ensure a fair, open, and competitive process, UCHC will not disclose the funding available for this RFP.

Under this Request for Proposal (RFP), UCHC expects to award one resultant contract for the Dental PACS System project.

VIII Purchasing Services Contact Information

Any questions, comments, proposals, and other communications regarding this RFP must be submitted in writing and must be clearly identified as pertaining to this RFP. Proposers who solicit information about this RFP, either directly or indirectly, from sources other than the individual listed below may be disqualified. The contact person for this RFP is:

John Russell, III
Fiscal Administrative Officer
University of Connecticut Health Center
16 Munson Road, 2nd Floor
Farmington, CT 06034-4036
Mail Code: 4036
Telephone: 860-679-7395
Fax: 860-679-2508
Email: JJRUSSELL@UCHC.EDU

IX Request for Proposal (RFP) Schedule

The following schedule, up to and including the deadline for submitting proposals, shall be changed only by an Addendum to this RFP. Dates after submittal of proposals are target dates only. They are provided for planning purposes only and are subject to change.

The following schedule is tentative and is subject to change.

	Milestone	Target Date
1.	RFP posting/release	November 6, 2009
2.	Deadline for written pre-proposal questions (no later than 3:30 p.m. eastern standard time)	November 30, 2009
3.	Mandatory Pre-proposal Meeting	December 8, 2009
4.	Deadline for written follow-up questions (no later than 3:30 p.m. eastern standard time)	December 10, 2009
5.	Posting/release of responses to written questions (Addendum)	December 14, 2009
6.	Proposals due (no later than 3:30 p.m. eastern standard time)	January 19, 2010
7.	Meetings with proposers end	March 2, 2010
8.	Contractor selection	March 15, 2010
9.	Contract negotiations end	May 31, 2010
10.	Contract start	June 1, 2010

X Questions and Addenda

Interested proposers may submit questions regarding this RFP by email only to the contact person listed in this RFP. Questions submitted other than by email will not be accepted or considered. Proposers must refer to the specific RFP paragraph number and page and must quote the passage being questioned. To be considered, questions regarding this RFP must be received by the contact person by the due date/time specified in this RFP. The early submission of questions is encouraged. It is solely the proposer's responsibility to ensure and verify UCHC's receipt of questions.

UCHC will respond only to those questions that meet the specified due date/time and criteria listed above. Official responses to all questions will be in a Questions/Answers Addendum to this RFP posted on the State Contracting portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp and the UCHC Web site at <http://purchasing.uchc.edu/huskybid/index.html>.

The expected posting/release date for the Questions/Answers Addendum is listed in this RFP Schedule. It is solely the proposer's responsibility to access the State Contracting portal or the UCHC Web site to obtain all Addenda or official announcements pertaining to this RFP. Proposers shall provide a signed acknowledgement of the receipt of all Addenda with their proposal.

XI Mandatory Pre-proposal Meeting

A mandatory Pre-proposal Meeting will be held on December 8, 2009, 12:30 p.m. to 3:30 p.m. eastern time in the Dental Dean's Conference Room (AG012). Proposers who do not attend this meeting shall not be considered. Proposals submitted by vendors who did not attend the mandatory meeting will not be opened and will be returned. Questions regarding the intent of this RFP, the specifications, requirements, and scope will be answered at this meeting in a public forum.

XII Proposal Submission Requirements

- A. Number of Copies
To submit a responsive proposal, proposers shall provide UCHC with one original (clearly marked) and five exact, legible copies of the proposal in clearly identified sealed envelopes or sealed boxes by the stated due date/time. In addition, one exact electronic copy (compact disk) of the entire proposal in a non-PDF format must be submitted with the original. Those required documents that cannot be converted into electronic format may be excluded from the electronic copy. All materials must be in Word or Excel except those items such as pictures or signatures that cannot be scanned into a Word document.
- B. Binding of Proposals
To submit a responsive proposal, proposers shall submit a proposal in a format that will allow pages to be easily incorporated into the original proposal. An original (clearly marked) and all copies must be submitted in loose-leaf or spiral-bound notebooks with the proposer's official name on the outside front cover of each binder and on each page of the proposal (location is at the proposer's discretion).
- C. Page Numbers
Each page of the proposal must be numbered consecutively in Arabic numbers from the beginning of the proposal through all appended materials.
- D. Cross-referencing RFP and Proposal
Each section of the proposal must cross-reference the appropriate section of this RFP that is being addressed. This will allow UCHC to determine uniform compliance with specific RFP requirements.

XIII Proposal Requirements

Proposers shall include responses to all requested information in their RFP response in sufficient detail for UCHC to determine that all RFP requirements have been met. Failure to provide all information may result in proposal rejection. Proposers should not include a copy of this RFP as part of their response. UCHC does not want a rewrite of this RFP's requirements, since such a proposal would show a lack of understanding of the project and an inability to implement the project.

XIV Cost

Please fully complete and return the attached excel cost spreadsheet

XV Evaluation and Selection

- A. Selection Committee
It is UCHC's intent to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to this RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this RFP. A Selection Committee that includes UCHC Telecommunications staff or other designees, as deemed appropriate, will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements.
- B. Meetings with Proposers
At its discretion, the Selection Committee may convene meetings with some proposers to gain a better understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, and/or site visits. If the Selection Committee decides meetings are warranted, a UCHC contact person will call or email proposers to schedule the meetings.

C. Evaluation Criteria and Weighting

The following criteria will be used in the evaluation process. They are presented as a guide for proposers in understanding the requirements and expectations for this project:

Requirement		Criteria	Weight
1.	Ability to meet functional requirements	Capability to meet the specified requirements demonstrated through proposal approach and requirements met.	20.0%
2.	Vendor Information and References	Relevant experience and capability to deliver the proposed services supported by proposer's references, experience and financial condition.	20.0%
3.	Integration capabilities	Ability to easily interface with a wide variety of other systems as evidenced by integration/interface requirements met.	20.0%
4.	Product demos/site visits	Capability to meet the specified requirements demonstrated through live demos of the system and/or current client feedback.	20.0%
5.	Cost	Competitiveness of proposed cost	20.0%
			100.0%

Dental Information Management System
Request for Proposal

To complete the cost sheet, first click on the sheet and then right click to Worksheet Object, then Edit. Once completed, click out of worksheet.

Cost Summary Sheet - Dental Information System		
<i>Description</i>		
System Purchase Option		
Description	Cost	Comment
Software purchase		
-Software licenses (enterprise vs. concurrent users)	\$ -	
-3rd party licenses, if applicable	\$ -	
-Other		
Total	\$ -	
System Implementation Costs		
-Professional services - configure, set up system)	\$ -	
-Other		
Total	\$ -	
Training		
-System administrator/s training by vendor (i.e., to set up/configure system)	\$ -	
-End user training		
-Other		
Total	\$ -	
Travel		
-System administrator/user travel (to learn how to configure/use system)	\$ -	
-Vendor/Consultant (implementation & application development/configuration related)		
-Vendor/Consultant (installation of software)		
-User training		
Total	\$ -	
Hardware/Peripherals		
Production Server	\$ -	
Test Server	\$ -	
Web Server	\$ -	
Citrix server/s	\$ -	
DR servers	\$ -	
Other Server/s (list)		
Workstations	\$ -	
Printers: Network	\$ -	
Printers (Other): Bar code, Label, etc.		
Other equipment & peripherals	\$ -	
Total	\$ -	
Interfaces		
-Interface 1	\$ -	
-Interface 2	\$ -	
-Interface 3	\$ -	
-Interface 4		
Total	\$ -	
Data conversion		
- Costs to upload data from other system/s	\$ -	
-Other data conversion-related costs, if applicable.		
Total	\$ -	
TOTAL PURCHASE COST:	\$ -	
TOTAL PURCHASE COST (WITHOUT DR, ETC.):	\$ -	
Software maintenance		
S/W maintenance (enhancements & upgrades) - Year 1 (no increase)	\$ -	
S/W maintenance (enhancements & upgrades) - Year 2 (no increase)		
S/W maintenance (enhancements & upgrades) - Year 3 (no increase)		
S/W maintenance (enhancements & upgrades) - Year 4+ (not to exceed CPI %)		



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
 20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
 CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKER'S REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with Connecticut General Statutes Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to our responsibilities under Connecticut General Statutes Sections 4a-60 or 46a-56 or Section 4a-60a; and
2. Agrees to include the provisions of Connecticut General Statutes Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. Shall comply with Connecticut General Statutes Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under Connecticut General Statutes Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and
2. Agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under Connecticut General Statutes Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE**
21 Grand Street
Hartford, Connecticut 06106
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s “good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER



John Russell

Buyer Name

jjrussell@uchc.edu

Buyer E-mail Address

PURCHASING SERVICES DEPARTMENT
263 Farmington Avenue, MC4036
Farmington, CT 06032-4036

RFP NUMBER	PROPOSAL DUE DATE:	PROPOSAL DUE TIME:
2-2326	January 19, 2010	3:30 PM
RFP TITLE:	Dental Information Management System	

WHEN TO SUBMIT	<u>REQUIRED ETHICS AFFIDAVITS & CERTIFICATION FORMS THAT MUST BE SIGNED BY CONTRACTOR</u>		
	ALL Contracts, <i>regardless</i> of cost or value	ALL Contracts cost or value <i>\$50,000 or more</i>	<u>LARGE</u> Contracts cost <i>\$500,000 or more</i>
submit form NOW <u>with proposal</u>		OPM Ethics Form 5	OPM Ethics Form 5 OPM Ethics Form 6
submit form <u>at time of contract execution</u>	Non-Discrimination Certification & Resolution Contractor/Vendor Signature Authority Form (Corporate Resolution)	Non-Discrimination Certification & Resolution Contractor/Vendor Signature Authority Form (Corporate Resolution) OPM Ethics Form 1 OPM Ethics Form 5	Non-Discrimination Certification & Resolution Contractor/Vendor Signature Authority Form (Corporate Resolution) OPM Ethics Form 1 OPM Ethics Form 5 OPM Ethics Form 6
subcontractors & consultants engaged after the contract is executed submit form <u>after contract execution</u>			OPM Ethics Form 6
submit form <u>annually</u> if multi-year contract		OPM Ethics Form 1	

A sample copy of the UCHC standard contract and samples of the required forms will accompany this RFP.

DESCRIPTION OF FORMS

Non-Discrimination Certification accompanies all State contracts, regardless of type, term, cost, or value, pursuant to Connecticut General Statutes §§4a-60(a)(1) and 4a-60a(a)(1), as amended. It must be signed by the same person who signs the contract at time of contract execution.

UCHC's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UCHC Policy Number 2002-44 at the following website: http://www.policies.uchc.edu/policies/policy_2002_44.pdf. UCHC will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

Contractor/Vendor Signature Authority Form (Corporate Resolution) accompanies all State contracts. The format of the Signature Authority Form will vary depending on how the contractor company is organized (for example, Corporation, LLC, Partnership, etc.). The date when signature authority was granted by the company (for example, at a Board of Directors meeting or in Corporate By-Laws) must be on or before the date when the contract is signed. The Signature Authority Form must be signed on or after the date when the contract is signed. The person signing the Signature Authority Form cannot sign the contract unless the contractor is an individual, sole proprietorship or sole member LLC.

OPM Ethics Form 1 (Gift and Campaign Contribution Certification) accompanies a State contract with a value of **\$50,000 or more** in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. **This form must be signed annually if a multi-year contract.**

OPM Ethics Form 5 (Consulting Agreement Affidavit) accompanies a State contract for the purchase of goods or services with a value of **\$50,000 or more** in a calendar or fiscal year. The completed form is submitted with the bid or proposal and again by the contractor to the awarding State agency at the time of contract execution.

OPM Ethics Form 6 (Affirmation of Receipt of State Ethics Laws Summary) accompanies a large State construction contract or a large State procurement contract with a cost of **more than \$500,000**. The completed form is submitted with the bid or proposal and again by the contractor to the awarding State agency at the time of contract execution. When applicable, OPM Ethics Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Depending on when the contractor engages the subcontractor or consultant, the contractor either submits the form at the time of contract execution or after contract execution.

For Further Information regarding OPM Forms, Contact:

Please direct any questions about the OPM ethics forms to Wanda Dupuy, (860) 418-6261, wanda.dupuy@ct.gov.

DEFINITIONS

Cost - means the dollar amount (or equivalent benefit) expended by the State in accordance with the contract.

Value - means the dollar amount (or equivalent benefit) expended or received by the State in accordance with the contract.

Large State construction contract or Large State procurement contract - means any contract, having a cost of more than \$500,000 for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in section 4a-50, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT

CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – New Resolution

By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____, 20____ by the governing body of _____, in accordance
Name of Entity

with all of its documents of governance and management and the laws of _____,
Name of State or Commonwealth

and further certify that such resolution has not been modified or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the nondiscrimination
Name of Entity

agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory

Date

Printed Name

***** The format of this document may change based on the type of business*****

CERTIFIED CORPORATE RESOLUTION
For Use By Corporations

I, _____, _____ of _____, a corporation organized and existing under the laws of the _____ of _____, hereby certify:

(1) that the following is a full and true copy of a resolution adopted at a meeting of the Board of Directors of said company, held on the _____ day of _____, 20____; and

(2) that such resolution has not been in any way altered, amended, or repealed and is at present in full force and effect:

*Resolved that _____ is authorized
as of _____, to make, execute and approve
on behalf of _____, any
and all contracts and to execute and approve on behalf of
_____ other instruments, a part of
or incident to such contracts; effective until otherwise ordered by the
Board of Directors.*

[Applicable part of Corporate Bylaws or Board Resolution may be attached]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of _____ on this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

(Corporate Seal)

STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT HEALTH CENTER



John Russell

Buyer Name

jjrussell@uchc.edu

Buyer E-mail Address

PURCHASING SERVICES DEPARTMENT**263 Farmington Avenue, MC4036****Farmington, CT 06032-4036**

RFP NUMBER	PROPOSAL DUE DATE:	PROPOSAL DUE TIME:
2-2326	January 19, 2010	3:30 PM
RFP TITLE:	Dental Information Management System	

The following Terms and Conditions govern all Requests for Proposals issued by the University of Connecticut Health Center ("UCHC"). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58; Title 10a, Chapter 185b, Sections 10a-151a and 10a-151b; and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

Proposers shall comply with the statutes and regulations as they exist on the date of their proposal and as they may be adopted or amended from time to time.

Submission of Proposals

- Proposals must be submitted to and received and stamped physically or electronically as received by UCHC Purchasing Services Department on such forms as UCHC may make available. Telephone or facsimile proposals will not be accepted in response to a Request for Proposals ("RFP").
- The time and date proposals are due is given in each RFP. Proposals received after the specified due date and time given in each RFP shall not be considered and shall be returned unopened. RFP envelopes must clearly indicate the RFP number as well as the date and time that the proposal is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.
- Incomplete RFP forms may result in the rejection of proposals. Amendments to proposals received by UCHC after the due date and time specified shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted

in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer. Unsigned proposals may be rejected at UCHC's sole discretion. Errors, alterations or corrections on both the original and any copies of the price schedule to be returned must be initialed by the person signing the proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not appropriately initialed.

- Conditional proposals are subject to rejection in whole or in part. A conditional proposal is one which limits, modifies, expands or supplements any of the terms conditions and/or specifications of the RFP, including the terms & conditions of the sample standard contract attached hereto.
- Alternate proposals will not be considered. An alternate proposal is defined as one which is submitted in addition to the Proposer's primary response to the RFP.
- In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal, not fraction. Prices are to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the proposal, and subject only to cash discount.
- Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must be excluded from proposal prices.

8. All proposals are subject to public inspection after the execution of the contract.
9. The successful Proposer shall be bound by the terms and conditions of the form contract that is attached to the RFP, as it may be modified by formal agreement of the parties.
10. By its submission, the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

Conformity and Completeness of Proposals

11. To be considered acceptable, proposals must be complete and conform to all RFP instructions and conditions. UCHC, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of UCHC will be served by doing so.

Independent Price Determination

12. In the proposals, Proposers must warrant, represent, and certify that the following requirements have been met in connection with this RFP:
 - a. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
 - b. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
 - c. No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Stability of Proposed Prices

13. Any price offerings from Proposers must be valid for a period of 180 days from the due date of the proposal at UCHC's sole discretion.

Amendment or Cancellation

14. UCHC reserves the rights to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of UCHC to do so.

Proposal Modifications

15. No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by UCHC. UCHC, at its option, may seek Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

Proposer Presentation of Supporting Evidence

16. Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that UCHC deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

Proposal Expenses

17. Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by UCHC.

Ownership of Proposals

18. All proposals shall become the sole property of UCHC and will not be returned.

Ownership of Subsequent Products

19. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of UCHC unless otherwise stated in the contract.

Samples

20. The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
21. Samples shall be furnished free of charge. Proposers must indicate if return of any sample is desired. UCHC shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Guaranty or Surety

22. Proposal and/or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Award

23. A contract will be awarded to the Proposer or Proposers whose proposals UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
24. UCHC may reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
25. UCHC may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.
26. UCHC reserves the right to make an award to multiple vendors.
27. Proposer has ten days after notice of award to refuse acceptance of the award; at UCHC's sole discretion, after ten days the award may be binding on the Proposer. If the Proposer refuses acceptance of the award within the ten-day period, the award will be made to the next Proposer or Proposers whose proposal(s) UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP.
28. UCHC reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the award of a contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of UCHC shall not constitute a breach of contract on the part of UCHC since the contract with the initial Proposer is deemed to be void and of no effect as if no contract ever existed between UCHC and such Proposer.
29. The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in UCHC's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.
30. UCHC's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UCHC Policy Number 2002-44. UCHC will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

Compliance

31. All purchases will be in compliance with any applicable federal laws and the laws of the State of Connecticut. Specifically and without limiting the foregoing, this proposal is subject to the provisions of the following Statutes and Executive Orders:
 - a. Connecticut General Statutes Sec. 22a-194. Definition of controlled substance. As used in sections 22a-194a to 22a-194g, inclusive, "controlled substance" means a controlled substance under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer, signed September 16, 1987, as may be amended.
 - b. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as enclosed.
 - c. Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 requires nondiscrimination clauses in state contracts.
 - d. Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 requires contractors and subcontractors having a contract with the state or any business entity having business with the state or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an Request for Proposal on any state contract shall list all employment openings with the office of the Connecticut State Employment Service.
 - e. Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
 - f. Executive Order No. Fourteen of Governor M. Jodi Rell promulgated April 17, 2006 states that contractors shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.
 - g. Executive Order No. 7C of Governor M. Jodi Rell promulgated July 13, 2006 establishes the State Contracting Standards Board to address the state's vulnerabilities in the selection and

procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in state contracting.

John Dempsey Hospital Policies and Procedures

32. Proposer will comply with John Dempsey Hospital policies and procedures, as well as all applicable laws, ordinances, rules regulations, standards, and orders of governmental, regulatory and accrediting bodies, including but not limited to the Joint Commission on the Accreditation of Health Care Organizations (JCAHO), having jurisdiction in the premises that are applicable to the conduct of physicians.

State Fiscal and Product Performance Requirements

33. Any product or services acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or services fail to meet the minimum State criteria for acceptance or performance reliability.

Validation of Proposals

34. Each proposal shall be a binding commitment which UCHC may incorporate, by reference or otherwise, into any contract with that Proposer. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with UCHC and contractually bind the Proposer. The proposal must also include evidence that is has been duly delivered on the part of the Proposer, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute, deliver and perform on behalf of the Proposer any contract contemplated in this RFP.

Oral Agreement or Arrangements

35. Any alleged oral agreements or arrangements made by Proposers with UCHC employees will be disregarded in any UCHC proposal evaluation or associated award.

Offer of Gratuities/Conflict of Interest

36. The Proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Should the Proposer become aware of a potential conflict of interest UCHC shall be notified immediately. Any contract and/or award arising from this RFP may be terminated by UCHC if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Proposer or the Proposer's agent(s), representative(s) or employee(s).

Subletting or Assigning of Contract

37. UCHC must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work to be provided under the contract is work conducted on behalf of UCHC and that the Director of Purchasing or his designee may communicate directly with any subcontractor as UCHC deems to be necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Proposer to UCHC upon request. The successful Proposer must provide the majority of services described in the specifications.
38. A contract award or contract resulting from the RFP solicitation may not be assigned by the Proposer without the express written permission of UCHC.

Freedom of Information

39. Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. It will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections which a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-1 9(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. In no event shall UCHC have any liability for the disclosure of any documents or information in its possession which UCHC believes are required to be disclosed pursuant to FOIA or other requirements of law.

Execution of Contract and Required State of Connecticut Forms

40. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a Proposer(s) is selected, the elected proposal(s) and this RFP may then serve as the basis for a contract that will be negotiated and executed between UCHC and the

selected Proposer(s). This RFP and the proposal may be attached to the contract as exhibits. If for some reason, UCHC and the initial Proposer selected fail to reach consensus on the issues relative to the contract, UCHC may commence contract negotiations with other Proposers. UCHC may decide at any time to start the RFP process again.

41. UCHC's standard contract and samples of the required State of Connecticut certifications and affidavits are attached to this RFP. By submitting a proposal, the Proposer acknowledges that it has read all of the attached documents, and that it understands that the successful Proposer(s) will be expected to sign the standard contract and all of the applicable required forms. Refusal to do so may result in the contract being awarded to the next Proposer or Proposers whose proposal(s) UCHC deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP.

42. Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows: (a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section. (b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is

submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract. (c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

43. Section 4-252 of the Connecticut General Statutes (the "Statute") requires that the RFP, of which these terms and conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows: (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute. (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide: (1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation

or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person. (d) Any bidder or Proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked Proposer or the next lowest responsible qualified bidder or seek new bids or proposals. (e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is defined as the RFP release date.

44. With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of RFP-05 Form (SEEC Form 11), which is the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
45. Sections 46a-60 and 46a-81c of the Connecticut General Statutes prohibit discrimination in employment based on an individual's race, color, religious creed, age, sex, marital status, civil union status, sexual orientation, national origin, ancestry, present or past history of mental disability, mental retardation, learning disability or physical disability, including, but not limited to, blindness. Sections 4a-60 and 4a-60a of the

Connecticut General Statutes require State contractors to adopt policies in support of Connecticut's non-discrimination laws by means of a resolution of the board of directors, shareholders, managers, members or other governing body of such contractor. Attached to this RFP is a sample Non-Discrimination Certification form. The Proposer's submission in response to this RFP is an acknowledgment that the successful Proposer will be required to execute and return the Non-Discrimination Certification at the time that the contract is executed. The execution and submittal of this Non-Discrimination Certification is a condition precedent to the State's execution of the contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

46. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

Payments under a Contract Award

47. Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

Evaluation of Performance

48. During or after the term of any contract or other agreement that results from this ITB process, UCHC may conduct evaluations of the winning Bidder's performance including, but not limited to clinical equipment, supplies and services. The winning Bidder may be requested to provide a quality performance metrics and shall cooperate with UCHC in any such evaluations and work with UCHC to correct any deficiencies noted.

University of Connecticut Health Center

Contract No. X-XXXX

THIS AGREEMENT is made and entered into by and between CONTRACTOR, with its principal place of business at CONTRACTOR ADDRESS (hereinafter "Contractor"), and the UNIVERSITY OF CONNECTICUT HEALTH CENTER, 263 Farmington Avenue, Farmington, CT 06030 (hereinafter "UCHC"). The Contractor and UCHC may also be referred to individually as "Party" or collectively as "Parties."

WHEREAS, the Parties hereto desire to enter into a contract articulating their respective rights and responsibilities regarding GENERAL DESCRIPTION OF GOODS/SERVICES COVERED BY THIS CONTRACT.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby mutually agree as follows:

- 1) **DEFINITIONS.** Unless otherwise indicated, for the purpose of this Contract, the following terms shall have the following corresponding definitions:
 - a) Affiliate: Any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten (10) percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. The term "voting security" includes a general partnership interest.
 - b) Breach: Failure, without legal excuse, to perform any promise or to carry out any of the terms of this Contract.
 - c) Calendar Day: All calendar days, including Saturdays, Sundays and holidays.
 - d) Cancellation: An end to this Contract effected pursuant to a right that this Contract creates due to a Breach.
 - e) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - f) Contract: This agreement, as of its effective date, between the Contractor and UCHC, including all of its terms and conditions, and any exhibits or attachments referenced herein.
 - g) Contractor: The person or entity that executes this Contract.
 - h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them, or any other person or entity with whom the Contractor is in privity of oral or written contract if the Contractor intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, any subcontractors.
 - i) Expiration: An end to this Contract due to the completion in full of the mutual performances of the Parties or due to this Contract's term being completed.

- j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the Party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to said Party, failure of or inadequate permanent power, unavoidable casualties, fire not caused by said Party, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- k) Goods: For purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as set forth in Section 2(a) Contractor's Responsibilities.
- l) Proposal: A response to a Solicitation.
- m) Proposer: A person or entity that submits a Proposal.
- n) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, potential subcontractors.
- o) Records: All working papers and such other information and materials created or accumulated by the Contractor in performing this Contract, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- p) Solicitation: A UCHC request inviting bids, quotes, proposals or qualifications for Goods and/or Services.
- q) Services: The performance of labor or work, as set forth in Section 2(a) Contractor's Responsibilities.
- r) State: The State of Connecticut, all constituent units of higher education including UCHC, and any office, department, board, council, commission, institution or agency of the State.
- s) Termination: An end to this Contract effected pursuant to a right which this Contract creates, other than for Breaches.
- t) Title: All ownership, title, licenses, rights, possession, interest and use of, in and to the referenced property.
- u) UCHC Premises: All premises and locations owned, leased, managed or otherwise controlled by UCHC.
- v) Work Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

2) PARTY RESPONSIBILITIES.

- a) Contractor's Responsibilities. The Contractor shall provide the following Goods and/or Services to UCHC:
- b) UCHC's Responsibilities. UCHC shall utilize the Contractor for the purposes set forth in Section 2(a) and compensate the Contractor as set forth in Section 4.
- c) Joint Responsibilities. Both Parties agree to

- d) Evaluation of Performance. UCHC will provide required quality/performance specifications to the Contractor as deemed necessary by UCHC. The Goods and/or Services shall meet or exceed any such required quality/performance specifications. UCHC may conduct evaluations of the Contractor's performance under this Contract. The Contractor shall cooperate with UCHC in any such evaluations, and work with UCHC to correct any deficiencies noted. The foregoing shall not relieve the Contractor of its obligation to provide Goods and/or Services in accordance with this Contract, reduce or eliminate the Contractor's obligation to cure as provided herein, nor be deemed a waiver of any other rights or remedies available to UCHC.

3) **CONTRACT TERM.**

Start Date:

End Date:

Renewal Options: INSERT APPROVED LANGUAGE OR DELETE, AS APPLICABLE.

4) **COST AND SCHEDULE OF PAYMENTS.** The State is exempt from paying federal excise and Connecticut taxes per Conn. Gen. Stat. §12-412. Payment shall be made as follows:

- a) For the Goods and/or Services outlined in Section 2(a) Contractor's Responsibilities, UCHC shall pay the Contractor an amount not to exceed \$XXXXXXXXX over the term of the Contract by check within thirty (30) Calendar Days from the date of UCHC's receipt and approval of Contractor's invoice and verification of work performed and/or goods delivered.
- b) Payment Schedule/Itemization (Net 30 Calendar Days from UCHC's receipt and approval of Contractor's invoice and verification of work performed and/or goods delivered):

1.					
2.					
3.					

5) **PURCHASE ORDERS.**

- a) This Contract itself is not an authorization for the Contractor to ship Goods or begin performance of Services in any way. The Contractor may not ship Goods or begin performance of Services until it has received a duly issued purchase order against this Contract for same.
- b) UCHC shall issue a purchase order against this Contract directly to the Contractor.
- c) All purchase orders shall be in written or electronic form, bear this Contract number (if any) and comply with all other State procurement requirements. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- d) A Contractor making delivery or performing Services without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- e) UCHC may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that UCHC shall not have any

additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

6) GOODS: DELIVERY.

- a) Delivery of Goods shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery of Goods shall be to UCHC West Receiving Dock. The Contractor or the Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the dock or receiving platform. The receiving personnel are not required to assist in this process. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b) In order for the time of delivery to be extended, the Contractor must request an extension in writing from the time specified in this Contract, such extension applying only to the particular item or shipment from an authorized representative of UCHC's Purchasing Department.
- c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of UCHC unless otherwise stated in this Contract.
- d) All risk of loss and damage to the Goods transfers to UCHC upon delivery (F.O.B. destination) to the UCHC West Receiving Dock or other location as designated by UCHC.
- e) At the sole option of UCHC, Goods may be subject to re-weighing on State sealed scales.

7) GOODS: INSPECTION. UCHC shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in this Contract. If any Goods fail in any way to meet the specifications in this Contract, UCHC may, in its sole discretion, either reject them and owe nothing or accept them and pay for them on an adjusted price basis, as agreed to by the Parties depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

8) GOODS: STANDARDS AND APPURTENANCES. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted, but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

9) REJECTED ITEMS: ABANDONMENT. The Contractor may deliver, bring, or otherwise cause to be delivered or brought to UCHC Premises or other destination, Goods, samples, supplies, materials, equipment or other tangible personal property. UCHC may, by written notice and in accordance with the terms and conditions of this Contract, direct the Contractor, at the Contractor's expense, to remove any or all such Goods ("Rejected Goods") and any other samples, supplies, materials, equipment or other tangible personal property ("Contractor Property") from UCHC Premises or such other location. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or

the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:

- a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all Title to the Rejected Goods and Contractor Property with the specific and express intent of: i) terminating all of their Title to the Rejected Goods and Contractor Property, ii) vesting Title to the Rejected Goods and Contractor Property in the State, and iii) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- b) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- c) they vest authority, without any further act required on their part or UCHC's part, to use or dispose of the Rejected Goods and Contractor Property, in UCHC's sole discretion, as if the Rejected Goods and Contractor Property were UCHC's own property and in accordance with law, without incurring any liability or obligation to this Contract, the Contractor or any other party;
- d) if UCHC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, UCHC shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse UCHC no later than thirty (30) Calendar Days after the date of invoice or, at UCHC's election, setoff such costs and expenses against any amount due and payable to the Contractor by UCHC; and
- e) they do remise, release and forever discharge all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

10) CONTRACTOR QUALIFICATIONS AND STATUS. The Contractor represents, for itself and any Contractor Parties, that they are fully experienced and properly qualified to provide the Goods and/or perform the Services contracted for herein, and that they are properly licensed, equipped, organized and financed to do so, at its/their own expense. At UCHC's request, the Contractor shall deliver copies of the current license(s) and registration(s) relevant to this Contract as evidence that such are in full force and effect. The Contractor shall act as an independent contractor in performing this Contract, maintaining complete control over its employees and all of its subcontractors. The Contractor shall furnish fully qualified personnel to perform its obligations under this Contract. The Contractor shall provide all Goods and perform all Services in accordance with its methods, subject to compliance with this Contract and all applicable laws and regulations. It is acknowledged that Goods provided and/or Services performed do not in any way conflict with other contractual commitments with or by the Contractor.

11) CONTRACTOR GUARANTIES. The Contractor shall:

- a) be responsible for the entire performance under this Contract, regardless of whether the Contractor itself performs;

- b) be the sole point of contact concerning the management of this Contract, including performance and payment issues;
- c) be solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract;
- d) guarantee the Goods and/or Services against defective material or workmanship and agree to repair any damage or marring to Goods occasioned in transit or, at UCHC's option, replace them;
- e) exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to UCHC;
- f) adhere to all contractual provisions regarding the confidentiality of records to which the Contractor has access; and
- g) neither disclaim, exclude, nor modify the implied warranties of fitness for a particular purpose or of merchantability.

12) CONTRACTOR CHANGES.

- a) The Contractor shall notify UCHC in writing no later than ten (10) Calendar Days from the effective date of any change in:
 - i) its certificate of incorporation or other organizational document;
 - ii) more than a controlling interest in the ownership of the Contractor;
 - iii) the individual(s) in charge of the performance of the responsibilities of the Contractor; or
 - iv) licensure, whether by revocation, suspension or other restriction, or expiration.
- b) Any such change(s) shall not relieve the Contractor of responsibility for the accuracy and completeness of performance. UCHC, after receiving written notice by the Contractor of any such change, may require:
 - i) the execution of agreements, releases and other instruments evidencing, to UCHC's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract; and/or
 - ii) a financial statement showing that solvency of the Contractor is maintained. The Contractor shall deliver such documents to UCHC in accordance with the terms of UCHC's written request.
- c) The death of any Contractor Party shall not release the Contractor from the obligation to perform under this Contract; the surviving Contractor Parties must continue to perform under this Contract until performance is fully completed.

13) LABOR AND PERSONNEL.

- a) At all times, the Contractor shall utilize approved, qualified personnel necessary to provide Goods and/or perform Services under this Contract. The Contractor agrees not to subcontract any Services to be provided under this Contract without the prior written permission of UCHC. The Contractor shall advise UCHC promptly, in writing, of any actual or anticipated labor dispute or other labor-related occurrence known to the

Contractor involving the Contractor's employees or subcontractors, which may reasonably be expected to affect the Contractor's obligations under this Contract. UCHC may then, at its option, ask the Contractor to arrange for temporary employees or subcontractors satisfactory to UCHC to provide Goods and/or perform Services otherwise to be delivered or performed by the Contractor hereunder. The Contractor shall assume full financial responsibility for any economic harm caused to UCHC by such subcontract arrangement.

- b) Upon UCHC's request, the Contractor shall reassign from this Contract any employee or representative whom UCHC, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, UCHC shall give ten (10) Work Days notice to the Contractor of UCHC's desire for such reassignment. The Contractor will then have five (5) Work Days to investigate the situation and attempt, if it so desires, to satisfy UCHC that the employee should not be reassigned; however, UCHC's decision, in its sole discretion, after such five (5) Work Day period shall be final. Should UCHC still desire reassignment, then no longer than five (5) Work Days thereafter, or ten (10) Work Days from the date of the notice of reassignment, the employee shall be reassigned from this Contract. Notwithstanding the foregoing, UCHC reserves the right to require the immediate removal of any employee or representative whom UCHC reasonably believes, in its sole discretion, represents an immediate risk to the health, safety and/or reputation of UCHC and its community.

14) BACKGROUND CHECKS AND CERTIFICATIONS. All Contractor Parties shall comply with applicable UCHC Policies and procedures regarding checking in upon arrival at the work site, wearing identification badges, and completion of any background checks and/or certifications required by UCHC. In accordance with UCHC Policy No. 2001-3 and applicable federal and State laws, UCHC Public Safety Department ("Public Safety") shall conduct security background investigations and federal sanctions checks on all Contractor Parties before they begin work at UCHC Premises. Accordingly, all Contractor Parties who will be working at UCHC Premises under this Contract shall submit a completed UCHC Background Information Sheet and pay the related fee to Public Safety at least two (2) weeks before their first scheduled date of work. UCHC may also, in its sole discretion, require other Contractor Parties to undergo background and sanctions checks and/or complete a credentialing/registration process and pay related fees. If Public Safety determines that the results of a Contractor Party's background check are unfavorable, UCHC may require the Contractor Party to immediately cease performance under this Contract, without penalty to UCHC.

15) WORKING AND LABOR SYNERGIES. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor's and Contractor Parties' work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor Parties' presence at the work site, or other action under its control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

16) TERMINATION.

- a) Notwithstanding any other provisions in this Contract, UCHC may terminate this Contract whenever UCHC, in its sole discretion, determines that such Termination is in the best interests of UCHC or the State.
- b) UCHC shall notify the Contractor in writing of Termination pursuant to this section. The Notice of Termination ("Notice") shall specify the effective date of termination and the extent to which the Contractor must complete its obligations under this Contract prior to such date. UCHC shall send the Notice to the Contractor at the most current address which the Contractor has furnished to UCHC for purposes of correspondence, via private overnight mail service or certified mail, return receipt requested, or by hand delivery.
- c) Upon receiving the Notice from UCHC, the Contractor shall:
 - i) Immediately discontinue all Services affected in accordance with the Notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to UCHC all Records relating to the Contractor's discharge of responsibilities under this Contract. Said Records are deemed to be the property of UCHC, and the Contractor shall deliver them to UCHC in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII or .TXT) no later than thirty (30) Calendar Days after the Termination of this Contract or fifteen (15) Calendar Days after the Contractor receives a written request from UCHC for the Records.
 - ii) Cease operations as directed by UCHC in the Notice, and take all actions that are necessary or appropriate, or that UCHC may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which UCHC directs the Contractor to perform in the Notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- d) Upon Termination of this Contract, UCHC shall, within forty-five (45) Calendar Days of the effective date of Termination, reimburse the Contractor for work properly performed in accordance with Section 2(a) Contractor's Responsibilities and accepted by UCHC, in addition to all actual and reasonable costs incurred after Termination in completing any work required by the Notice. However, the Contractor is not entitled to receive and UCHC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon UCHC's request, the Contractor shall: i) assign to UCHC or any replacement contractor designated by UCHC, all subcontracts, purchase orders and other commitments, and ii) remove from UCHC Premises all such equipment, waste material and rubbish related to its performance of Contract obligations.
- e) Upon Termination of this Contract, all rights and obligations shall be null and void, so that neither Party shall have any further rights or obligations to the other Party, except with respect to the sections which survive the Termination of this Contract. All representations, warranties, agreements and rights of the Parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned herein.
- f) Termination of this Contract pursuant to this section shall not be deemed to be a Breach of the Contract by UCHC.

17) BREACH.

- a) If either Party Breaches this Contract in any respect, the non-breaching Party shall provide written notice of such Breach to the breaching Party and afford the breaching Party an opportunity to cure the Breach within ten (10) Work Days from the date that the breaching Party receives such notice. Such right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Cancellation date, no further action shall be required of any Party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Cancellation date, then the non-breaching Party may cancel this Contract by giving the breaching Party no less than twenty-four (24) hours prior written notice.
- b) If UCHC believes the Contractor has not performed according to the terms of this Contract, it may withhold payment in whole or in part pending resolution of the Breach, provided that UCHC notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Section 4, Cost and Schedule of Payments. In addition, if the Contractor fails to deliver Goods or perform Services as specified in the Contract, UCHC may purchase such Goods or Services on the open market. The Contractor agrees to promptly reimburse UCHC for any excess cost associated with such purchases. If UCHC does not cancel the Contract, any open market purchases will be deducted from the Contract quantities.

18) NO WAIVER.

- a) No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b) A Party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

19) CONTINUED PERFORMANCE. The Contractor and Contractor Parties shall continue to perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

20) INTELLECTUAL PROPERTY. UCHC's Data Ownership Policy is incorporated herein by reference and may be viewed in its entirety on UCHC's website at www.policies.uchc.edu/policies/policy_2003_42.PDF. All intellectual property, including, but not limited to, patentable inventions, patentable plants, novel plant varieties, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of UCHC. Title and copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, documentation or printed material created as part of the Contractor's performance of this project shall vest in UCHC, and the Contractor shall not copyright any such work. Works of authorship and contributions to works of authorship created by the Contractor's performance of the project are hereby agreed to be "works made for hire" as outlined in the U.S. Copyright Office's Copyright Law

of the United States of America, Title 17, Circular 92, Chapter 1. However, if UCHC is not able to obtain copyright ownership under the statutory provisions for “works made for hire,” then the Contractor hereby assigns to UCHC all right, title and interest in such works and contributions. The Contractor further agrees to provide UCHC with any and all reasonable assistance which UCHC may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions of works, including the execution of any documents submitted by UCHC.

21) TANGIBLE PERSONAL PROPERTY.

- a) If this Contract involves the Contractor’s provision of tangible personal property to the State, the Contractor on its behalf and on behalf of its Affiliates shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - i) For the term of this Contract, the Contractor and its Affiliates shall collect and remit to the State Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax.
 - ii) A customer’s payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax.
 - iii) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the last Calendar Day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected.
 - iv) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer.
 - v) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers pursuant to this section shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than thirty (30) Calendar Days after receiving a request by the State, such information required to ensure, in the State’s sole determination, compliance with the provisions of the Sales and Use Taxes Act (Chapter 219 of the Connecticut General Statutes).

22) LAWS AND REGULATIONS.

- a) Governing Law. This Contract and any and all disputes arising out of or in connection therewith shall in all respects be governed by the laws of the State of Connecticut, without giving effect to its conflicts of laws principles.
- b) Interpretation. This Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those

statutes and regulations shall govern over the content of the reference in this Contract to those statutes and regulations.

- c) Time Is of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Contract.
- d) Indemnification/Hold Harmless.
 - i) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - A) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
 - B) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Contract.
 - ii) The Contractor's obligations under this section to indemnify, defend and hold the State harmless against Claims includes Claims concerning confidentiality of any part of the Solicitation, Proposal or Records; intellectual property rights; other proprietary rights of any person or entity; copyrighted or uncopyrighted compositions; secret processes; and patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
 - iii) The Contractor shall reimburse the State for any and all damage to the State's real or personal property, and shall pay for or repair damage to its own work or the work of other contractors, caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
 - iv) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - v) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name "The University of Connecticut Health Center, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions" as additional insureds on the policy and shall provide a certificate of insurance reflecting same to UCHC prior to the effective date of the Contract. The Contractor shall not begin performance until the certificate of insurance has been delivered to UCHC.

- vi) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- vii) This section shall survive the termination, cancellation or expiration of the Contract and shall not be limited by reason of any insurance coverage.
- e) Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers or employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- f) Claims Against the State. The Contractor agrees that the sole and exclusive means for the presentation of any Claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings. Notwithstanding and without waiving the foregoing, and without waiving or compromising the State's sovereign immunity or immunity provided under the Eleventh Amendment of the Constitution in any way, to the extent that any immunities provided by State or federal law do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any permitted action against the State shall be brought only in the Judicial District of Hartford or the United States District Court for the District of Connecticut, and shall not be transferred to any other court. The Contractor waives any objection it may have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- g) Summary of State Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. §1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. §1-81b is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract.
- h) Contracting Affidavits and Certification Forms. The Contractor agrees to execute and submit any and all applicable affidavits and certifications as required by law.
- i) Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. UCHC shall provide a copy of the Orders to the Contractor upon request.

- j) Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11, reproduced and inserted below.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

k) Non-discrimination. References in this section to “contract” shall mean this Contract and references to “contractor” shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) “Minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- l) Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (“ADA”), to the extent applicable, during the term of this Contract. UCHC may cancel this Contract if the Contractor fails to comply with the ADA.
- m) Whistleblowing. This Contract may be subject to the provisions of Conn. Gen. Stat. §4-61dd, which applies to “large state contracts” having a value of five million dollars (\$5,000,000) or more. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of UCHC, the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of the statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty (20) percent of the value of this Contract. Each violation shall be a separate and distinct offense and, in the case of a continuing violation, each Calendar Day’s continuance of the violation shall be deemed to be a separate and distinct offense. UCHC may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. If the Contractor is a “large state contractor” as defined by Conn. Gen. Stat. §4-61dd, the Contractor shall post a notice of the provisions of that statute relating to large state contractors in a conspicuous place which is readily available for viewing by the Contractor’s employees.
- n) Federal False Claims Act.
 - i) The Federal False Claims Act (“FCA”) imposes civil penalties on people and companies who “knowingly” (as that term is defined in the FCA) submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government. The FCA extends to any payment requested of the federal government, and specifically applies to billing and claims sent from UCHC to any

government payor program, including Medicare and Medicaid. The FCA also contains provisions intended to protect individuals who report suspected fraud.

- ii) Under the FCA, any person or company that submits a false claim or statement to the government may be assessed a fine for each such false claim submitted, regardless of size, and may also be charged additional penalties. (Refer to the following documents for further information: Section 6032 of the Deficit Reduction Act of 2005; 31 U.S.C. §§3729-3733 and 3801-3812; Conn. Gen. Stat. §§31-51m, 53a-290 *et seq.*, and 17b-127.)
- o) Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties disclose in writing to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract, no later than ten (10) Calendar Days after becoming aware or after they should have become aware of any such Claims.
- p) Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
 - i) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - ii) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and
 - iii) The University of Connecticut Health Center (hereinafter in this Section of the Contract, "UCHC") is a "covered entity" as that term is defined in 45 C.F.R. §160.103; and
 - iv) The Contractor, on behalf of UCHC, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. §160.103; and
 - v) The Contractor is a "business associate" of UCHC, as that term is defined in 45 C.F.R. §160.103; and
 - vi) The Contractor and UCHC agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act) (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E.
 - vii) Definitions.
 - A) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).

- B) "Business Associate" shall mean the Contractor.
 - C) "Covered Entity" shall mean the University of Connecticut Health Center.
 - D) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.
 - E) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - F) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. §164.502(g).
 - G) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - H) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - I) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
 - J) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - K) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.
 - L) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - M) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. §164.304.
 - N) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subparts A and C.
 - O) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH Act (42 U.S.C. §17932(h)(1)(A)).
- viii) Obligations and Activities of Business Associates.
- A) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - B) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - C) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- D) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- E) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- F) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- G) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- H) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- I) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- J) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- K) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause viii) J) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. §164.528 and section 13405 of the HITECH Act (42 U.S.C. §17935) and any regulations promulgated thereunder.
- L) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

- M) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- N) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- O) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act (42 U.S.C. §17935(d)(2)) and in any accompanying regulations.
- P) Obligations in the Event of a Breach.
- (1) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b)) and the provisions of this Section of the Contract.
 - (2) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (a) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (i) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - (ii) A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

- (iii) The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - (iv) A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (v) Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (b) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (c) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- ix) Permitted Uses and Disclosure by Business Associate.
- A) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - B) Specific Use and Disclosure Provisions.
 - (1) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (2) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable

assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose 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.

- (3) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

x) Obligations of Covered Entity.

- A) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. §164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- xi) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

xii) Term and Termination.

- A) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause viii) J) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (2) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

- (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

C) Effect of Termination.

- (1) Except as provided in xii) B) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause viii) J) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

xiii) Miscellaneous Provisions.

- A) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- B) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- D) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- E) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- F) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to

Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- G) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended, or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

23) ENCRYPTION OF DATA.

- a) All Contractor Parties, at their own expense, shall encrypt any and all electronically-stored data related to this Contract now or hereafter in their possession or control and located on non-State owned or managed devices, which the State classifies as confidential or restricted ("State data"). The method of encryption shall be compliant with the State's Enterprise Wide Technical Architecture ("EWTA"). This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time.
- b) In the event of a breach of security or loss of State data, the Contractor shall notify the client agency that owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours after the discovery of or suspicion that such data has been compromised through breach or loss.

24) REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants to UCHC for itself and any Contractor Parties that:

- a) If they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of this Contract and have the power and authority to execute, deliver and perform their obligations under this Contract.
- b) They will comply with all applicable UCHC policies and procedures, including, but not limited to, the Joint Commission on the Accreditation of Health Care Organizations, having jurisdiction in the premises that are applicable to the conduct of physicians.
- c) They will comply with all applicable state and federal laws and municipal ordinances, and obtain and pay for all applicable licenses, permits and fees, in satisfying their

obligations to UCHC under and pursuant to this Contract, including, but not limited to, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, and Title 4a of the Connecticut General Statutes concerning State purchasing (including, but not limited to, Conn. Gen. Stat. §22a-194a concerning the use of polystyrene foam).

- d) The execution, delivery and performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any: i) provision of law, ii) order of any court or the State, or iii) indenture, agreement, document or other instrument to which they are a party or by which they may be bound.
- e) Neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with UCHC Policy No. 2001-3 or any applicable federal laws or state laws, and they shall disclose to UCHC immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes them an "Ineligible Person" at any time during the course of this Contract. An "Ineligible Person" is an individual or entity who: i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or nonprocurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- f) They have not, within the three (3) years preceding this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or any state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- g) They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above.
- h) They have not within the three (3) years preceding this Contract had one or more contracts with any governmental entity cancelled.
- i) They have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract.
- j) To the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract.
- k) They shall disclose, to the best of their knowledge, to UCHC in writing any Claims involving them that might reasonably be expected to materially adversely affect their

businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract, no later than ten (10) Calendar Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any claims to UCHC, the ten (10) Calendar Days in Section 22(o) (Disclosure of Contractor Parties Litigation) shall run consecutively with the ten (10) Calendar Days provided for in this representation and warranty.

- l) Their participation in the Solicitation process (if any) was not a conflict of interest or a breach of ethics under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics.
- m) The Proposal, if any, for which the Contract was awarded was not made in connection or concert with any other person, entity or Proposer, including any Affiliate of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud.
- n) They are able to perform under this Contract using their own resources or the resources of a party who was not a Proposer.
- o) They have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut.
- p) They have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations.
- q) They owe no unemployment compensation contributions.
- r) They are not delinquent in the payment of any taxes owed, or they have filed a sales tax security bond, and they have, if applicable, filed for motor carrier road tax stickers and paid all outstanding road taxes.
- s) Except to the extent modified or abrogated in this Contract, all Title shall pass to UCHC upon complete installation, testing and acceptance of the Goods or Services and payment by UCHC.
- t) If either Party terminates or cancels this Contract for any reason, they shall relinquish to UCHC all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by UCHC.
- u) With regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license.
- v) They shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of this Contract without UCHC's prior written consent.
- w) They either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party.
- x) The Goods do not infringe on or misappropriate any patent, trade secret or other intellectual property right of a third party.
- y) UCHC's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party.

- z) If they procure any Goods, they shall sub-license such Goods and that UCHC shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods.
- aa) They shall assign or otherwise transfer to UCHC, or afford UCHC the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to UCHC.
- bb) They shall assign to the State all right, Title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, 15 U.S.C. §15, or under Chapter 624 of the Connecticut General Statutes.
- cc) The Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties.
- dd) Each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of this Contract and that all appropriate parties shall also provide to UCHC, no later than fifteen (15) Calendar Days after receiving a request from UCHC, such information as UCHC may require to evidence, in UCHC's sole determination, compliance with this section.

25) REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES. If in the course of performance or in any other way related to this Contract, the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(a)(50) (including, but not limited to, such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor represents and warrants for itself and the Contractor Parties that:

- a) It is the owner of record or lessee of record of each such motor vehicle used in the performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("DMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by DMV, for any reason or cause. If such motor vehicle is not registered with DMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b) Each such motor vehicle shall be fully insured in accordance with the provisions of Conn. Gen. Stat. §§14-12b, 14-112 and 38a-371, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by DMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c) Each Contractor Party who uses or operates a motor vehicle at any time in the performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Conn. Gen. Stat. §14-36a, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another

jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by DMV or such other jurisdiction for any reason or cause.

- d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. §14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

26) IMPLIED WARRANTIES. The Contractor does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

27) AUDIT AND INSPECTION OF RECORDS.

- a) The Contractor shall prepare, maintain and preserve all Records with respect to the administration of this Contract, which Records shall be the property of UCHC. During the term of the Contract, and for three (3) years from the date of Termination, Cancellation or Expiration of the Contract, UCHC, its officers, attorneys, accountants, auditors, and other authorized representatives of the State shall have free and full access, during normal business hours, to all Records pertaining to this Contract, in whatever form they exist or are stored. Upon UCHC's request during the term of the Contract or within three (3) years from the date of Termination, Cancellation or Expiration of the Contract, all such Records, or exact copies thereof, shall be immediately turned over intact to UCHC.
- b) The Contractor may be required to provide for an annual financial audit acceptable to UCHC for any expenditure of State-awarded funds made by the Contractor. Such audit shall include audit recommendations and management letters. The State Auditors of Public Accounts shall have access to all Records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable.
- c) The Contractor shall cooperate fully with the State and its agents in connection with any audit or inspection. The Contractor shall ensure that in all of its contracts with third parties pertaining to the performance of this Contract, provision shall be specifically made to assure the Contractor's ability to fully meet the obligations set forth in this section. Following any audit or inspection, the Contractor shall cooperate with an exit conference upon the State's request.

28) NONDISCLOSURE/ADVERTISING.

- a) The Contractor shall not release any information concerning the services provided pursuant to this Contract or any part thereof to any member of the public press, business entity or any official body unless prior written consent is obtained from UCHC.
- b) The Contractor shall not refer to sales to UCHC for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without UCHC's prior written approval.

29) CONFIDENTIALITY.

- a) All data provided to the Contractor by UCHC or developed internally by the Contractor with regard to UCHC shall be treated as proprietary to UCHC unless UCHC agrees in writing to the contrary. The Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by UCHC or others, which may come into the Contractor's possession during the term of this Contract, except where disclosure of such information by the Contractor is required by governmental authority to ensure compliance with laws, rules or regulations, and such disclosure shall be limited to that actually so required. Where such disclosure is required, the Contractor shall provide advance notice to UCHC of the need for the disclosure and shall not disclose absent consent from UCHC. The requirements of this section are in addition to those pertaining to HIPAA as set forth above.
- b) UCHC will afford due regard to the Contractor's request for the protection of proprietary or confidential information that UCHC receives. However, all materials associated with the Solicitation and the Contract are subject to the FOIA provisions set forth in Chapter 14 of the Connecticut General Statutes, and all corresponding rules, regulations and interpretations. If the Contractor indicates that certain documents are submitted in confidence, by specifically and clearly marking them as "**CONFIDENTIAL**," UCHC will endeavor to keep said information confidential to the extent permitted by law. However, UCHC has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing, in the legally-prescribed manner, the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall UCHC or the State have any liability for the disclosure of any documents or information in UCHC's possession which UCHC believes is required to be disclosed pursuant to FOIA or other requirements of law. To the extent that any other provision of the Contract, Solicitation or any other Records or documents conflicts or is in any way inconsistent with this section, this section controls and shall apply.

30) PUBLIC RECORDS. This Contract may be subject to the provisions of Conn. Gen. Stat. §1-218, which states that each contract in excess of two million five hundred thousand dollars (\$2,500,000) between a public agency and a person for the performance of a governmental function shall provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Conn. Gen. Stat. §§1-205 and 1-206.

31) FORCE MAJEURE. UCHC and the Contractor shall not be excused from their obligation to perform in accordance with this Contract except in the case of Force Majeure events and as otherwise provided for in this Contract. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other Party, explaining the cause and probable duration of any such nonperformance.

32) INSURANCE.

- a) The Contractor agrees that while performing the Services specified in this Contract, it shall carry sufficient insurance (liability and/or other, as applicable according to the nature of the Services to be performed), in at least the following amounts, so as to save the State harmless from any insurable cause whatsoever:
 - i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work performed by the Contractor under this Contract, or the general aggregate limit shall be twice the occurrence limit.
 - ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - iii) Professional Liability: \$1,000,000 limit of liability.
 - iv) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - v) A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.
- b) For each applicable insurance policy:
 - i) The Contractor shall name "The University of Connecticut Health Center, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions" as additional insureds, and shall identify the project name/number, this Contract number, or another easily-identifiable reference to the Contractor's relationship to UCHC.
 - ii) The coverage shall contain no special limitations on the scope of protection afforded to UCHC or the State.
 - iii) The Contractor shall assume any and all deductibles.
 - iv) The Contractor's insurer shall have no right of recovery or subrogation against UCHC or the State and the described insurance shall be primary coverage.
 - v) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to UCHC or the State.
 - vi) The insurer must send written notice to UCHC by certified mail, at least thirty (30) Calendar Days prior to any reduction, cancellation or non-renewal of coverage.
 - vii) "Claims Made" coverage is unacceptable, with the exception of Professional Liability coverage.

- c) All applicable certificates of insurance, reflecting the above requirements, shall be provided to UCHC prior to the effective date of this Contract.

- 33) ASSIGNMENT.** This Contract shall not be assigned by either Party without the express written consent of the other.
- 34) SURVIVAL.** The rights and obligations of the Parties which by their nature survive termination or completion of this Contract, including, but not limited to, those relating to Intellectual Property (Section 20), Indemnification/Hold Harmless (Section 22(d)), Audit and Inspection of Records (Section 27), Nondisclosure/Advertising (Section 28), Confidentiality (Section 29) and Public Records (Section 30), shall remain in full force and effect.
- 35) HEADINGS.** The headings or titles of sections, subsections and paragraphs in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
- 36) NUMBER AND GENDER.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- 37) PARTIES.** To the extent that any Contractor Party is to participate or perform in any way, directly or indirectly, in connection with this Contract, any reference in the Solicitation (if any) and this Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the Parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."
- 38) FURTHER ASSURANCES.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to and carry out the intent of this Contract.
- 39) SEVERABILITY.** If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.
- 40) ENTIRE AGREEMENT.** This Contract and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both Parties, and, where applicable, approved by the Attorney General or his designee) constitutes the entire agreement between UCHC and the Contractor named on page 1 of this Contract, on the matters specifically addressed herein. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. This Contract shall supersede all prior written agreements between the Parties and their predecessors. The Contractor and UCHC acknowledge that they have each contributed to the making of this Contract and have had adequate opportunity to consult with counsel in its negotiation and preparation, and that, in the event of a dispute over its interpretation, the language of the Contract will not be construed against one Party in favor of the other. This Contract shall inure to the benefit of each Party's heirs,

If to UCHC:

Farmington, CT 06030

UNIVERSITY OF CONNECTICUT HEALTH CENTER:

(Print Name)

(Signature)

(Date)

Title: Director of Purchasing/Chief Financial Officer

CONTRACTOR:

(Contractor Company Name)

(Contractor's Authorized
Representative - Print Name)

(Contractor's Authorized Representative -
Signature)

(Date)

Title: _____

(Federal Employer Identification Number (FEIN) or
Social Security Number (SSN))

OFFICE OF THE ATTORNEY GENERAL:

Approved by: _____

(Print Name)

(Associate/Assistant Attorney General -
Signature)

(Date)

STATE OF CONNECTICUT**UNIVERSITY OF CONNECTICUT HEALTH CENTER****John Russell**

Buyer Name

jjrussell@uchc.edu

Buyer E-mail Address

PURCHASING SERVICES DEPARTMENT**263 Farmington Avenue, MC4036****Farmington, CT 06032-4036**

RFP NUMBER	PROPOSAL DUE DATE:	PROPOSAL DUE TIME:
2-2326	January 19, 2010	3:30 PM
RFP TITLE:	Dental Information Management System	

This form will be used in assessing a Proposer's qualifications and to determine if the RFP submitted is from a responsible bidder. Factors such as past performance, integrity of the Proposer, conformity to the specifications, etc. will be used in evaluating RFPs. Attach additional sheets if necessary.

COMPANY NAME: _____

ADDRESS: _____

Number of years company has been engaged in business under this name: _____ Years

List other names your company goes by:

1. _____ 2. _____

List previous company name(s):

1. _____ 2. _____

SIZE OF COMPANY, FIRM OR CORPORATION

Number of Employees: _____

Full Time: _____

Part-Time: _____

Company Value: _____

Equipment Assets: _____

Total Assets: _____

Is your company registered with the Office of the Connecticut Secretary of State? ☐ Yes ☐ NoIf requested, would your company provide a "Good Standing" certificate issued by the CT Secretary of State? ☐ Yes ☐ No

List below any contracts awarded to your company within the last 3 years relevant to this RFP by either a private company or a federal, state or local government agency. If applicable, indicate which State of Connecticut agency and provide the contract name, contract number, and the name of the Purchasing Agent administering the contract below:

Contract No.:		Contract No.:	
Contract Name:		Contract Name:	
State Agency:		State Agency:	
Company Name:		Company Name:	
Purchasing Agent:		Purchasing Agent:	
Tel. No.:		Tel. No.:	
Effective Dates:		Effective Dates:	
Contract No.:		Contract No.:	
Contract Name:		Contract Name:	
State Agency:		State Agency:	
Company Name:		Company Name:	
Purchasing Agent:		Purchasing Agent:	
Tel. No.:		Tel. No.:	
Effective Dates:		Effective Dates:	

List any criminal convictions against your company and any of your company’s officers, principal shareholders, directors, partners, LLC members or LLC managers: *(Attach additional sheets, if necessary)*

List any administrative actions either pending review by the state or determinations that the state has made within the last 3 years regarding your company or any of your company’s officers, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the department of consumer protection, the department of environmental protection, etc. Detail this information on a separate sheet of paper. *(Attach additional sheets, if necessary)*

I hereby certify under penalty of false statement that all the information supplied is complete and true.

Signature	Date
Title	

STATE OF CONNECTICUT**UNIVERSITY OF CONNECTICUT HEALTH CENTER****John Russell***Buyer Name***jjrussell@uchc.edu***Buyer E-mail Address***PURCHASING SERVICES DEPARTMENT****263 Farmington Avenue, MC4036****Farmington, CT 06032-4036**

RFP NUMBER	PROPOSAL DUE DATE:	PROPOSAL DUE TIME:
2-2326	January 19, 2010	3:30 PM
RFP TITLE:	Dental Information Management System	

*****Due to the State of CT contracting requirements the following information must be completed for contract planning purposes*****

Complete Legal Business Name: _____

SSN or FEIN: _____

Does your company have a Board of Directors (BOD) or other Management Group: **Circle one: Yes / No**

If so, how often does the BOD/Management Group meet? **Circle one: Monthly / Semi-monthly / Quarterly /**
Annually / Bi-Annual / Other

Next Four (4) Board of Directors/Management Group Meeting Dates:

_____	_____
_____	_____