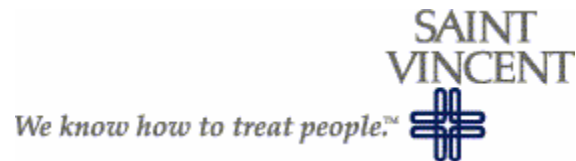


Wide Area Fiber Optic Network Project

Saint Vincent Health Center and Northeast HealthNet
A Federal Communications Commission Rural Healthcare Pilot Program Participant
September 2008

Project Scope and Required Documents



Saint Vincent Health Center, the legally and financially responsible entity for the Northeast HealthNet (NEHN), is accepting proposals from qualified service providers for the construction of a Wide Area FiberOptic Network connecting the Saint Vincent Health Center (SVHC) backbone infrastructure to defined points in the NorthEast HealthNet, a consortium of approximately 31 healthcare provider locations in Northwestern Pennsylvania and Western New York whose purpose is to exchange information for the purposes of advancing telemedicine modalities in the region.

The primary funding source for this project is the Rural Healthcare Pilot Program (RHCPP) of the Federal Communications Commission (FCC) as administered by the Universal Services Administrative Company (USAC). As such, all vendors will be subject to federal audit standards (AKA yellow-book) and should understand that their participation in this program may not conclude until such time that any/all audit period established by the FCC has expired; at this time understood to be 5 years past the receipt of any federal funds. *(Please refer to Process for Disbursement of Funds later in this document for more information.)*

This network construction project covers several distinct smaller projects to include:

RFP-01: Physical Infrastructure and Maintenance

Phase I: Network Build Including Hardware Procurement and Installation: This phase of the project covers the *procurement, installation and maintenance of* Network Hardware at each site on the NEHN, following the network design specifications provided. Such hardware and software may include but are not limited to:

- ✓ Costs for the Layer 3 switches and UPS's at each site.
- ✓ Costs for any/all maintenance contracts.
- ✓ Network Intrusion Detection System
- ✓ Clustered Firewall Solution

To assist prospective bidders, a hardware and software buyers guide based on Saint Vincent Health Center standards has been provided in the Attachments. The bidder is encouraged to provide hardware and software recommendations consistent with the overall network design and framework for the Northeast HealthNet and is not limited to submitting a bid that adheres to this buyers guide. Rather, this information is intended to assist any potential bidder with understanding the potential compatibility that any proposed network infrastructure may have with the existing infrastructure that is presently deployed at Saint Vincent Health Center. NEHN is not endorsing nor recommending that any particular vendor equipment be purchased and welcomes bids for equipment from any vendor that can demonstrate appropriate compatibility with the existing infrastructure and is the most cost effective solution available that conforms to the requirements of the network.

Phase II: Network Administration (Monitoring) and Staff Training: This phase of the project covers the implementation of a **turn-key network administration and monitoring solution** for the NEHN; a 31 site wide area network configured for the purposes of healthcare information exchange. In addition to making an **assessment of the needs of the network for an appropriate set of monitoring and administration tools**, we are also seeking a **detailed justification for the selection of such tools, the costs for implementation and on going maintenance and a training plan** to transition the support of a comprehensive network administration program over to the existing staff in Networking Services within the Saint Vincent Information Technology Department.

RFP-02: Site to Site Connectivity: This RFP covers the actual point to point connections and the recurring leased costs of point-to-point broadband connectivity (including any required redundancy) between the Saint Vincent Health Center network backbone and approximately 31 other sites participating in the NEHN as **phased in over a 3 year project plan**. The nature of the funding provided via the FCC Rural Healthcare Pilot Program requires a 3 year funding commitment period, and as such, sites **are phased-in** over this 3 year plan. A complete list of sites by year, and physical locations are provided in the Attachments along with detailed maps, proposed applications for each site participating in the project and the desired connectivity to be provided by funding year.

Required Qualifications of Vendors

- a. Vendor agrees to the fund disbursement rules of the Rural Healthcare Pilot Program. (15% from SVHS and 85% from USAC)
- b. Vendor meets all FCC requirements as a telecommunications provider and has a clean FCC-RN (Federal Communications Commission Registration Number) and SPIN Number.
- c. Vendor agrees to and signs the SVHS minimum contractual expectations and confidentiality agreements. (See Attachment A)
- d. Vendor understands and agrees with the evaluation process as outlined on page 4 of this document. **(See How the RFP Will Be Evaluated)**
- e. For a period of 5 years post project implementation, Vendor will voluntarily participate in any/all audit activities conducted at the request of the Federal Communications Commission, the Universal Service Administrative Company, the U.S. Department of Health and Human Services, the U.S. Office of the Inspector General or any other governmental agency having a legitimate business interest in the relationship that exists between Saint Vincent Health System and any vendor awarded a bid as part of the Rural Healthcare Pilot Program. All audits are to be conducted by the standards of the Government Accounting Office ("Yellow Book") and can be referenced at <http://www.gao.gov/govaud/ybk01.htm>.
- f. Vendor agrees to adhere to costs quoted for project as these are applied to the Network Cost Worksheet. The Network Cost Worksheet is the basis for disbursement of funds for the program, and thus any cost overruns cannot be reimbursed by either the RHCPP or SVHC.
- g. Vendor agrees to work on this project over a 3-5 year period, adhering to the timeline and workplans specified. Further, Vendor can demonstrate their ability to meet project deadlines with a project of comparable scope and breadth.
- h. Vendor will provide documentation to substantiate financial viability, and references for completed work.
- i. Vendor will sign a SVHS Non-Disclosure Agreement (Attachment B)
- j. If awarded a bid, Vendor agrees to the Purchase Order Terms and Conditions (Attachment D) and as part of the contract process will sign and adhere to the requirements described therein.

Responding to this RFP

NEHN will accept bids following the federal competitive bidding requirements as outlined in the RHCPP executive order. Two RFP's will be issued for this project:

RFP-01 will cover those aspects of the project pertaining to the build, maintenance and administration of the network infrastructure. This RFP will be broken in to several logical sections and may be responded to in it's subparts OR any vendor should feel unencumbered to working in collaboration with other vendors to respond to the entire RFP and offer the complete scope of services requested.

RFP-02 will cover the site-to-site connectivity and recurring network access costs for each participating provider in the consortium, including any required redundancy at Saint Vincent Health Center.

We require **both an electronic and paper-response** to this RFP:

- ✓ For paper-responses, please direct all correspondence to:
Robin Stursa, Vice President and CIO
Saint Vincent Health Center Information Technology Department
232 West 25th Street
Erie, Pennsylvania 16544
- ✓ Please provide **two** copies of your response. All proposals must be signed by an official authorized to legally bind the professional firm to the provisions in this RFP and the submitted proposal. The contents of the response of the selected vendor will become contractual obligations should a contract be entered into as a result of this RFP.

- ✓ For electronic copies of your proposal, please email them to RHCRFP@svhs.org .
- ✓ All proposals shall include at minimum:
 1. Vendor Contact Information including FCC Registration Number and SPIN (Service Provider Identification Number), mailing address, email address and telephone number.
 2. Total fee for the project, **keeping in mind that funding for this project will be disbursed over 3 years at minimum.**
 3. Preliminary timeline for commencement and completion of the project, **keeping in mind that funding for this project will be disbursed over 3 years at minimum.**
 4. Description of how Vendor complies with required qualifications section of the RFP.
 5. Signed copies of any and all attachments to this document requiring a signature.

Evergreen Contract Notice: Due to how the Rural Healthcare Pilot Program funds are disbursed, it is our intent to consider any and all proposals and any resulting contracts as "evergreen"; or viable for the life of the project. RFP's **will not** be re-issued annually and vendors should consider the timeframe for this project to run from July 1, 2008 to June 30, 2011, concurrent with the funding schedule issued in the RHCPP order.

How the RFP will be evaluated:

- ✓ Incomplete responses or those arriving after the deadline of November 3, 2008 will not be considered.
- ✓ Each RFP will be evaluated using standard criteria created by the Project Coordinator and Associate Project Coordinator of NEHN. These criteria have been developed using the guidance provided by USAC to assist participants in the RHCPP to obtain the most cost-effective solution.
- ✓ Because statements of qualifications are critical to the success of our project, please provide us with information specific to how you as a vendor meet the qualifications and include this in your RFP response, as this information will be used as a determining factor in our decision-making process.

Questions regarding this RFP:

For questions regarding this RFP, please contact:

Jeannette Copley
Manager, Information Technology Department
Saint Vincent Health Center
814/452-5741

Rural Healthcare Pilot Program (RHCPP) Overview

On November 19, 2007, the Federal Communications Commission (Commission) released the *Rural Health Care Pilot Program Selection Order* selecting 69 participants covering 42 states and three U.S. territories to be eligible to receive funding for up to 85 percent of the costs associated with: (1) the construction of a state or regional broadband network and the advanced telecommunications and information services provided over that network; (2) connecting to Internet 2 or National LambdaRail (NLR); and (3) connecting to the public Internet.

The Universal Service Administrative Company (USAC) will administer the program under the oversight of the Commission. USAC is an independent, not-for-profit corporation created by the Commission and designated as the administrator of the Universal Service Fund (USF). USAC administers USF programs for high-cost companies serving rural areas, low-income consumers, schools and libraries, as well as for rural health care providers. Information concerning USAC can be found on its website at www.USAC.org.

Total maximum funding for the 69 selected participants will be approximately \$417 million over three years (Funding Years 2007 to 2009 of the existing Rural Health Care support mechanism) (or \$139 million per funding year). Selected participants' network build-outs must be completed within five years of receiving an initial funding commitment letter from USAC.

The Commission intends to use the information gathered from funding Participants in the Pilot Program to develop a more complete and practical understanding of how to modify the pre-existing universal service Rural Health Care mechanism long-term in order to support the deployment of a broadband nationwide health care network, focusing on the rural areas of the country where support is needed the most.

The existing Rural Health Care funding mechanism is designed to ensure that rural health care providers pay no more than their urban counterparts for their *telecommunications* and *Internet access* needs in providing health care services. In contrast, the Pilot Program is broader in scope and will fund up to 85 percent of the costs of the actual infrastructure design and construction of *broadband* networks for health care purposes. If requested, the Pilot Program will also provide funding to support up to 85 percent of the cost of connecting the state or regional networks to Internet2 or National LambdaRail, which are both dedicated nationwide backbones, as well as to the public Internet. In addition, unlike the existing program, the Pilot Program will fund connecting eligible health care providers in rural areas to those in urban areas. This will promote telehealth and telemedicine access for rural health care providers to medical hubs, which are often located in urban areas.

The benefits of telehealth and telemedicine applications that ride over broadband facilities are enormous, and a broadband network that connects multiple health care providers, including a significant number in rural areas, would bring those benefits to those areas of the country where the need for those benefits is most acute. For example:

- ✓ Telehealth applications allow patients to access critically needed medical specialists in a variety of practices, including cardiology, pediatrics, and radiology, without leaving their homes or communities.
- ✓ Linking statewide and regional networks to a nationwide backbone would connect a number of government research institutions, as well as academic, public, and private health care institutions that are repositories of medical expertise and information.
- ✓ Intensive care doctors and nurses can monitor critically ill patients at multiple locations around the clock.
- ✓ Health care providers would benefit from advanced applications in continuing education and research.
- ✓ A nationwide health care network would enhance health care communities' abilities to provide a rapid and coordinated response in the event of a public health crisis and provide vital links for disaster preparedness and emergency response.

Public and not-for-profit health care providers are eligible to receive funding. For purposes of the Pilot Program, the definition of "Health Care Provider" is the same as that of Section 254(h)(7)(B) of the Communications Act and the FCC's rules for the existing Rural Health Care program. Eligible health care providers include:

- ✓ Post-secondary educational institutions offering health care instruction, teaching hospitals, or medical schools;
- ✓ Community health centers or health centers providing health care to migrants;

- ✓ Local health departments or agencies including dedicated emergency departments of rural for-profit hospitals;
- ✓ Community mental health centers;
- ✓ Not-for-profit hospitals;
- ✓ Rural health clinics, including mobile clinics;
- ✓ Consortia of health care providers consisting of one or more of the above entities; and
- ✓ Part-time eligible entities located in otherwise ineligible facilities.
- ✓ Although emergency medical service facilities themselves are not eligible providers for purposes of the RHC Pilot Program, Pilot Program funds may be used to support costs of connecting an emergency medical service facility to eligible health care providers to the extent that the emergency medical services facility is part of the eligible health care provider.

Non-eligible health care providers include any for-profit institutions (except as noted above), or any other types of entities not listed above. Examples of non-eligible providers include:

- ✓ Private physician offices or clinics;
- ✓ Nursing homes or other long-term care facilities (e.g. assisted living facilities);
- ✓ Emergency medical service facilities;
- ✓ Residential substance abuse treatment facilities;
- ✓ Hospices;
- ✓ For-profit hospitals;
- ✓ Home health agencies;
- ✓ Blood banks;
- ✓ Social service agencies; and
- ✓ Community centers, vocational rehabilitation centers, youth centers.

The Pilot Program is limited to Participants that were selected in the *Rural Health Care Pilot Program Selection Order*. However, eligible health care providers not represented in the selected Participants' applications may pursue ways to be included in their networks which are eligible for Pilot Program funding. Eligible health care providers not participating in the Pilot Program also are encouraged to contact USAC to discuss their possible participation in the existing Rural Health Care support mechanism which, among other things, provides discounts on installation and monthly charges for telecommunications and Internet access service. Information on the existing program and USAC contact information is available on USAC's website at www.usac.org/rhc/. In addition, after three years, the Commission intends to revisit its rules and determine how to improve the current program, and encourages all eligible health care providers to participate in any subsequent proceedings.

Pilot Program Participants must coordinate in the use of their health care networks with HHS and, in particular, with the CDC in instances of national, regional, or local public health emergencies (e.g., pandemics, bioterrorism). In such instances, where feasible, selected Participants shall provide access to their supported networks to HHS, including CDC, and other public health officials.

About Northeast Health Net (NEHN) and Lead Entity, Saint Vincent Health Center (SVHC)

The Northeast HealthNet represents approximately 30 healthcare provider locations in Pennsylvania and 1 in Western New York. This extensive alliance was formed for the purpose of responding to the FCC Pilot Program in an effort to gain access to telemedicine services, improved access to health information including electronic health records and PACS, improved access to Continuing Medical and Nursing Education programs and enhanced disaster preparedness. By obtaining the necessary funding, NEHN can build a regional fiber optic network for real-time information sharing between:

- ✓ Rural healthcare partners and local medical specialists to provide remote diagnosis, treatment and education of patients, with particular value for management of chronic diseases.
- ✓ Content experts, area physicians and medical students at multiple sites for medical education.
- ✓ Providers and community organizations to support regional wellness initiatives such as weight and asthma control through multiple rural school districts.
- ✓ Tertiary providers and rural providers for sharing their expertise in electronic health records, disaster preparedness, ePrescribing and Continuing Medical Education.

The NEHN is not a legal entity. Rather, NEHN is a consortium of providers working together in a partnership to both build and share resources along the yet-to-be-built fiber-optic network. Saint Vincent Health Center will be the legally and financially responsible lead entity of NEHN and the network backbone infrastructure will physically reside at Saint Vincent Health Center, located at 232 West 25th Street in Erie, Pennsylvania. All network connectivity will be made through an enhanced centralized network management core located in the data center at Saint Vincent. Project Coordination will be provided by Robin Stursa, MBA, Vice President and Chief Information Officer of Saint Vincent Health System. This project will also be monitored by the Universal Services Administrative Company (USAC) on behalf of the Federal Communications Commission.

Program Administration and Project Management Description

The Universal Service Administrative Company (USAC) will administer the program under the oversight of the Federal Communications Commission. USAC is an independent, not-for-profit corporation created by the Commission and designated as the administrator of the Universal Service Fund (USF). USAC administers USF programs for high-cost companies serving rural areas, low-income consumers, schools and libraries, as well as for rural health care providers. Information concerning USAC can be found on its website at www.USAC.org.

USAC will also conduct a targeted outreach program to educate and inform Participants (such as Telecommunications Service Providers) on the Pilot Program administrative process, including various filing requirements and deadlines, in order to minimize the possibility of selected Participants making inadvertent ministerial or clerical errors in completing the required forms.

The administrative/implementation process for reimbursement of selected Participants has been outlined by USAC as follows:

Selected Participants must file FCC Form 465 with USAC to make a bona fide request for supported services. The FCC Form 465 is the means by which a selected Participant requests bids for supported services and certifies to USAC that it is eligible to benefit from the Rural Health Care support mechanism. USAC posts the completed FCC Form 465 on its website and a selected Participant must wait at least 28 days from the date on which its FCC Form 465 is posted on USAC's website before selecting a service provider(s).

Next, after the selected Participants choose their service provider(s), they must submit to USAC FCC Form 466-A to indicate the type(s) of service ordered, the cost of the ordered service, information about the service provider(s), and the terms of the service agreement(s). **Each selected Participant must certify on the FCC Form 466-A that the Participant has selected the most cost-effective method of providing the selected service(s).** Along with its FCC Form 466-A, a selected Participant must submit to USAC a copy of the contracts or service agreements with the selected service provider(s) and must include a detailed line-item network costs worksheet that includes a breakdown of total network costs (both eligible and ineligible costs). Selected Participants' network costs worksheet submissions must demonstrate how ineligible (e.g., for-profit) Participants will pay their fair share of network costs.

FCC Form 467 is then used by the selected Participant to notify USAC that the service provider has begun providing the supported service and is also used to notify USAC when the applicant has discontinued the service or if the service was or will not be turned on during the funding year.

USAC will disburse Pilot Program funds based on monthly submissions (i.e., invoices) from service providers of actual incurred eligible expenses. Service providers are only permitted to invoice USAC for eligible services apportioned to eligible health care provider network Participants.

Process for Disbursement of Funds

USAC will disburse Pilot Program funds based on monthly submissions (i.e., invoices) from service providers of actual incurred eligible expenses. Service providers are only permitted to invoice USAC for eligible services apportioned to eligible health care provider network Participants. Service Providers will invoice the lead organization (Saint Vincent Health Center) for 15% of the total costs. Upon receipt of payment and affirmation from the lead organization that the 15% was received, the Service Provider will then invoice USAC for the

remainder of the 85% of the total costs. Because the basis for the disbursement of funds is the detailed network costs worksheet, only eligible and pre-approved costs appearing in the worksheet can be reimbursed by either entity. Line item detail invoices must correspond to the detail in the Network Cost Worksheets to be reimburseable.

ATTACHMENTS

ATTACHMENT A	NOTICE TO VENDORS SAINT VINCENT HEALTH SYSTEM MINIMUM CONTRACTUAL EXPECTATIONS
ATTACHMENT B	SAINT VINCENT HEALTH SYSTEM NON-DISCLOSURE AGREEMENT
ATTACHMENT C	LIST OF PARTICIPATING ENTITIES,LOCATIONS and PROPOSED USE OF FIBEROPTIC CONNECTIVITY
ATTACHMENT D	NEHN REGIONAL AND ERIE METRO MAPS
ATTACHMENT E	SAINT VINCENT HEALTH SYSTEM PURCHASE ORDER TERMS AND CONDITIONS
ATTACHMENT F	NORTHEAST HEALTHNET HARDWARE AND SOFTWARE BUYERS GUIDE

ATTACHMENT A
NOTICE TO VENDORS
SAINT VINCENT HEALTH SYSTEM
MINIMUM CONTRACTUAL EXPECTATIONS

Saint Vincent is pleased to discuss the product or service you propose to sell or lease to us, but you should be aware, at this early stage of our discussions, that we have certain minimum contractual expectations. If you will confirm to us now that our final contractual relationship relating to your product or service, if any, will meet the expectations we have outlined below, then we will be happy to continue our discussions. If, on the other hand, you are presently unable to confirm that our final contractual relationship will meet the expectations we have outlined, we cannot continue our discussions. With that background in mind, we expect that the provisions set forth below will control our relationship on the following specific subjects:

1. Express Warranties– You must assure us in plain English that your product or service will conform to any written description (e.g. sales literature or other writings) you have given us. All such literature or writings will form part of any contract into which we enter.

2. Warranty of Title and Against Infringement; Implied Warranties of Merchantability and Fitness for a Particular Purpose – These are provided by law. They will always apply in your dealings with Saint Vincent.

3. Exclusions, Disclaimers or Limitations of Warranty – We will not deal with vendors who take away with one hand what they have given with the other hand. We will not accept any exclusions or disclaimers from, or limitations of, the warranties identified in paragraphs one and two above. Consequently, your warranty language must be unambiguous. It is your binding promise to us. We will, however, accept time limitations for warranties.

4. Liquidation or Limitation of Damages or Remedies – The law provides disappointed buyers/lessees with a right to claim certain kinds of damages or remedies for contractual violations. Your contractual documentation must not limit our damages or remedies in any way if you fail to live up to our contract. Because we are good business people, however, we will always try to work things out with you to achieve some mutually-satisfactory remedy for any violation of our contract. Although we are intent on getting what we bargain for, we have no desire to put anybody out of business. If we cannot work things out ourselves, we will resort to the dispute resolution method outlined in the next paragraph.

5. Dispute Resolution – If we have a dispute, we like to stay out of court if we can. It is too expensive and time-consuming. So if we cannot resolve any dispute ourselves, we reserve the right, at Saint Vincent's sole option, to submit any controversy or claim relating to our contract, or the breach of our contract, to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and/or its Optional Rules for Emergency Measures of Protection. If we exercise this option, all disputes will be arbitrated in Erie, PA, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. If, on the other hand, either of us starts a court proceeding, all trial court proceedings will be commenced and maintained (if permitted to proceed) in either the state or federal court sitting in Erie. Whether in arbitration or in court, Pennsylvania law will apply.

6. Controlling Documents – Vendors typically present vendor-friendly language in the contract documentation they offer purchasers; purchasers typically present purchaser-friendly language in their purchase orders and related documents. The language in these two sets of documents usually conflicts. Lawyers call this the “battle of forms.” By signing below, you will be agreeing that (a) Saint Vincent documents will control on the six specific points identified in this Notice to Vendors, and (b) only the express written agreement of two Saint Vincent vice presidents releasing you from the control of the provisions set forth above in a specific transaction will be sufficient to release you from the controlling influence of this Notice to Vendors.

ACKNOWLEDGMENT

We hereby acknowledge notice of the Saint Vincent Health System Minimum Contractual Expectations and agree, with intent to be legally bound, that if we are successful in negotiating a contract with Saint Vincent, all of the provisions outlined above will control our contractual relationship, regardless of any conflicting provisions in documents we present to Saint Vincent. The Vendor Representative signing below also represents that he/she has the authority to enter into this Acknowledgment on behalf of the Vendor.

Dated: _____

(Signature of Vendor Representative)

(Printed Name of Vendor)

(Title)

ATTACHMENT B
SAINT VINCENT HEALTH SYSTEM NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ('Agreement') is between Saint Vincent Health System ("SVHS") and _____ ("_____"). SVHS and _____ are sometimes also referred to individually as the 'Company' and collectively as the "Companies." This Agreement is entered into and is effective as of the latter of the signature dates at the end of this Agreement.

1. Purpose of Agreement. SVHS and _____ are entering into this Agreement to set forth the terms under which (check one or both)

SVHS will disclose Confidential Information to _____; and/or
_____ will disclose Confidential Information to SVHS

in connection with a possible business transaction between the parties concerning (briefly describe business transaction) (the "Business Purpose"): _____

The Company disclosing Confidential Information under this Agreement will be identified in this Agreement as the Discloser, and the Company receiving the Confidential Information will be identified in this Agreement as the Recipient.

2. To Whom This Agreement Applies. The parties intend that this Agreement shall apply to the Discloser and Recipient, all their subsidiaries and affiliates and all their employees, agents and contractors who come into contact with the Confidential Information. The Recipient shall be responsible for any violation of this Agreement by any of its employees, agents and contractors who come into contact with the Confidential Information. The parties warrant to each other that they have in place, or will have in place before performance of the underlying Business Purpose agreement commences, written agreements with each of their employees, agents and contractors who will come into contact with the Confidential Information confirming such employee's, agent's or contractor's agreement to be individually bound by the terms of this Saint Vincent Health System Non-Disclosure Agreement.

3. Definition of Confidential Information. The parties agree:

a) "Confidential Information" means non-public information of competitive or commercial value to the Discloser including, but not limited to, the terms and conditions of this Agreement, the existence of the discussions between the parties, trade secrets of the each Company, any nonpublic information relating to each party's service and product plans, designs, ideas, concepts, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how and any other nonpublic technical or business information of each party. Confidential Information also includes personal, financial and medical information regarding SVHS's patients and medical staff and both Companies' employees.

b) The Discloser shall use commercially reasonable efforts to designate (by legend or other reasonable means) Confidential Information as such in writing before or, if not practical, within ten (10) days after disclosure to the Recipient. The following types of information, however, constitute Confidential Information even if not designated as such: (i) strategic business plans or financial information; (ii) personal, financial and medical information regarding either Company's employees; (iii) personal, financial, and medical information regarding SVHS's patients and medical staff; and (iv) other information which a reasonable person would recognize as confidential in nature.

c) Confidential Information does not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach by the Recipient; (ii) is rightfully in the possession of the Recipient without an obligation of confidentiality prior to disclosure under this Agreement; (iii) is independently developed by the Recipient without the use of any Confidential Information of the Discloser; or (iv) is rightfully obtained from a third party who provides it without a confidentiality obligation.

4. Protection of Confidential Information. The Recipient will hold the Confidential Information in confidence and will exercise reasonable care to protect it, using not less than the degree of care taken by the Recipient in the protection of its own confidential information. Without Discloser's written permission, Confidential Information will not be (i) disclosed to anyone other than Recipient's employees and representatives who need to know it for the Business Purpose, or (ii) used for the personal benefit of Recipient or any third party. Recipient may, however, disclose Confidential Information to the extent required by subpoena or court order. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

5. Limited Purpose. The following limitations apply to the parties' rights and duties under this Agreement:
 - a) This Agreement does not grant to the Recipient any rights, by license or otherwise, to any of the Discloser's Confidential Information except as expressly set forth in this Agreement.
 - b) The receipt of information pursuant to this Agreement will not preclude, or in any way limit, the Recipient from: (i) providing to others products or services which may be competitive with products or services of the Discloser; (ii) providing products or services to others who compete with the Discloser; or (iii) assigning its employees in any way it may choose.
- c) Neither this Agreement nor the disclosure or receipt of Confidential Information shall obligate either Company to enter into any subsequent agreement with the other.
6. No Warranty. Except as is specifically agreed otherwise, all Confidential information is provided "AS IS" and without any warranty of any kind, express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third party rights or its merchantability or fitness for a particular purpose.
7. Return of Documents. Within ten (10) business days of receipt of a written request by the Discloser, the Recipient will return to the Discloser all documents and copies thereof containing Confidential Information of the Discloser. "Documents" means all information fixed in any tangible medium of expression in whatever form or format.
8. Term of Confidentiality Obligations. The confidentiality obligations set forth above will remain in effect for five (5) years from the date of the last disclosure of Confidential Information under this Agreement and the date of the underlying Business Purpose agreement, and any amendments or renewals thereof, whichever is longer. The remaining provisions of this Agreement will survive termination of the confidentiality obligations.
9. Whistleblowers. With intent to be legally bound, all entities and persons to whom this Agreement applies irrevocably assign to United Way of Erie County all claims, causes of action, compensation, awards, rewards and remuneration of every nature to which they might otherwise be entitled arising from any type of whistleblower claim or proceeding relating to the Confidential Information.
10. Breach. Recipient acknowledges that a breach of this Agreement may cause irreparable harm to Discloser, and that Discloser may obtain equitable relief to restrain a breach, in addition to recovery of any damages caused by the breach.
11. General. The parties further agree:
 - a) This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. It may not be amended except by the written agreement signed by authorized representatives of both parties.
 - b) This Agreement may be executed in counterparts.
 - c) This Agreement will be governed by the substantive laws of the Commonwealth of Pennsylvania.
 - d) Neither party may assign this Agreement, directly or indirectly (through acquisition, merger or otherwise), without the prior written consent of the other party, and any attempt to do so will be null and void.
 - e) The relationship of the parties is that of independent contractors, and not of agency, partners, joint ventures or the like.
 - f) Neither Company shall use the name, logo, likeness or trademarks of the other for any advertising, marketing or endorsement purposes without the prior written consent of that party. Nor shall either Company make any reference to the other by name or description in any materials it develops or in any verbally communicated promotions without the prior written consent of that party. Finally, the Company other than SVHS which is a party to this Agreement shall not, without the prior written consent of SVHS, use any materials developed at SVHS, or in connection with SVHS, that would allow the reader/user to conclude that matters detailed in the material were developed or used at SVHS.

Understood and, With Intent to be Legally Bound, Agreed to by the duly authorized representatives of the Companies:

SVHS

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT C
LIST OF PARTICIPATING ENTITIES, LOCATIONS and PROPOSED USE OF FIBEROPTIC CONNECTIVITY**

Entity	Address	County	City	State	Zip	Phone	Fax	Distance from SVHC
1 Saint Vincent Health Center	232 West 25th Street	Erie	Erie	Pa	16544	814-452-5799	814-452-5779	0
2 Albion Family Practice	155 East State Street	Erie	Albion	Pa	16401	(814) 756-4917	(814) 756-4917	26.25
3 Edinboro Medical Center	450 Erie Street	Erie	Edinboro	Pa	16412	(814) 734-1618	(814) 734-3102	17.15
4 Union City OP Center and 5 UC Family Practice	130 N Main Street ; Po Box 111 (Family Practice Office Only)	Erie	Union City	Pa	16438-1068	(814) 438-7208	(814) 438-8062	22.19
6 Elk Valley Medical Center	5165 Imperial Parkway	Erie	Grard	Pa	16417	(814) 774-3128	(814) 774-4250	13.81
7 SV Family Prac Fairview	7686 West Ridge Road	Erie	Fairview	Pa	16415	(814) 474-2653	(814) 474-1175	11.25
8 Children's Healthcare West	4671 West Lake Road	Erie	Erie	Pa	16505	814) 835-4838	(814) 835-6938	6.78
9 East Harbor Primary Care	4950 Buffalo Road	Erie	Erie	Pa	16509	(814) 899-7000	(814) 899-0334	5.7
10 Great Lakes Family Medicine	3530 Peach Street	Erie	Erie	Pa	16508	(814) 864-6039	(814) 864-6760	0.87
11 Greater Erie Niagara Surgery	2626 Sigsbee Street	Erie	Erie	Pa	16508	814) 454-1142	(814) 454-1255	0.52
12 Hillside Family Medicine and 13 Digestive Diseases of NW Pa (Co-Located Sites)	238 West 22nd Street	Erie	Erie	Pa	16502	(814) 452-0158	(814) 452-8114	0.36
14 Liberty Family Medicine; 15 Diabetes Resource Center and 16 Allergy Clinic (Co-Located Sites)	3413 Cherry Street	Erie	Erie	Pa	16508	(814) 868-9828	(814) 868-8561	1.08
17 McClelland Family Practice	2240 Eas 38th Street	Erie	Erie	Pa	16510	(814) 825-4262	(814) 825-2616	3.86
18 Millcreek Family Practice	145 West 23rd Street	Erie	Erie	Pa	16502	(814) 461-6626	814- 871-6349	0.37
19 West Ridge Family Practice	4535 West Ridge Road	Erie	Erie	Pa	16506	(814) 833-2902	(814) 833-8353	5.7
20 Westminster Family Practice	3822 Colonial Avenue	Erie	Erie	Pa	16506	(814) 833-5653	(814) 838-1153	5.81
21 Saint Vincent Neurosurgery and 22 Behavioral Medicine-Colocated Sites	1910 Sassafras Street	Erie	Erie	Pa	16502	(814) 452-7809	(814) 452-7848	0.6
23 The Occupational Health Center	1607 Sassafras Street	Erie	Erie	Pa	16502	(814) 877-6017	(814) 455-2628	0.8
24 Saint Vincent Regional Imaging Center	52 Davis Street	McKean	Bradford	Pa	16701	814-368-3150	814-368-3150	88.55
25 Cory Memorial Hospital-Regional Heart Network Site	612 West Smith Street	Erie	Cory	Pa	16407	814- 664-4641	814-664-4641	30.79
26 Millcreek Community Hospital-Regional Heart Network Site	5515 Peach Street	Erie	Erie	Pa	16509	(814) 864-4031	(814) 864-4031	2.84
27 Warren General Hospital	2 Crescent Park West	Warren	Warren	Pa	16365	814-723-3300	814-723-3300	63.37
28 Youngsville Clinic of Warren General Hospital	400 East Main Street	Warren	Youngsville	Pa	16371	814 563 7591	814 563 7591	63.37
29 Titusville Area Hospital	406 West Oak Street	Crawford	Titusville	Pa	16354	814-827-1851	814-827-1851	43.81
30 Regional Cancer Center	2500 West 12th Street	Erie	Erie	Pa	16505	814-838-9000	(814) 838-0460	3.88
31 Westfield Memorial Hospital	189 East Main Street	Chautauqua	Westfield	NY	14787	716-326-4921	716-326-3802	35

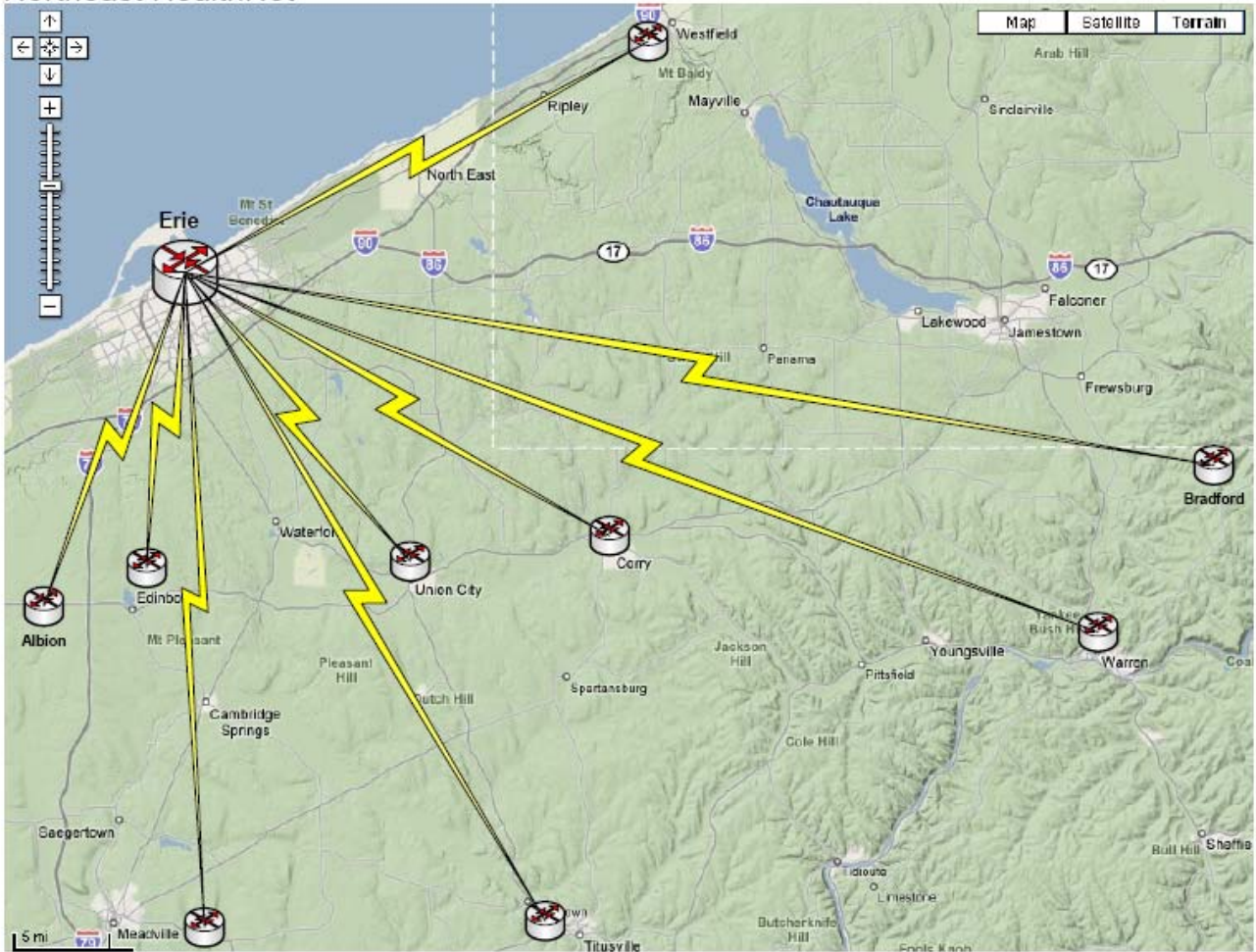
<u>Desired Year One Sites (Completed by July of 2009)</u>	<u>Desired Year Two Sites (Completed by July of 2010)</u>	<u>Desired Year Three Sites (Completed by July of 2011)</u>
<p>Cory Memorial Hospital Liberty Circuit Sites: Liberty Family Practice, Diabetes Resource Center, Allergy Clinic Great Lakes Family Med McClelland Family Practice Saint Vincent Health Center Titusville Area Hospital Union City Family Practice and Union City OP Center Warren General Hospital Westfield Memorial Hospital Youngsville Clinic of WGH</p>	<p>Albion Family Practice Bradford Imaging Hub Children's Health Care - West East Harbor Primary Care Edinboro Medical Center Elk Valley Medical Center Millcreek Community Hospital Sassafras Circuit Sites: SV Behavioral Services, SV Neurosurgery Occupational Health West Ridge Family Practice</p>	<p>Greater Erie Niagara Surgery Hillside Family Medicine and Digestive Diseases of NW PA. Regional Cancer Center Millcreek Family Practice Saint Vincent Family Practice in Fairview Westminster Family Medicine</p>

Applications Proposed for Each Facility

	Telehealth (1)	Teleradiology (2)	e Prescribing (3)	EMR (4)	Education (5)
1	Albion Family Practice		x	x	x
2	Bradford Imaging Hub	x			
3	Children's Health Care - West		x	x	x
4	Corry Memorial Hospital	x	x		x
5	East Harbor Primary Care		x	x	x
6	Edinboro Medical Center		x	x	x
7	Elk Valley Medical Center		x	x	x
8	Great Lakes Family Medicine		x	x	x
9	Greater Erie Niagara Surgery		x	x	x
10	Hillside Family Medicine		x	x	x
11	Liberty Family Practice		x	x	x
12	McClelland Family Practice		x	x	x
13	Millcreek Community Hospital	x			
14	Millcreek Family Practice		x	x	x
15	Regional Cancer Center	x			
16	Saint Vincent Behavioral Services	x			
17	Saint Vincent Family Practice in Fairview		x	x	x
18	Saint Vincent Health Center	x	x	x	x
19	Union City Family Medicine	x	x	x	x
20	Titusville Area Hospital	x	x		
21	Union City Outpatient Center	x	x	x	x
22	Warren General Hospital	x	x		
23	West Ridge Family Practice		x	x	x
24	Westminster Family Medicine		x	x	x
25	Westfield Memorial Hospital	x	x	x	x
26	Digestive Diseases on NW PA		x		x
27	SV Neurosurgery	x	x		x
28	The Occupational Health Center				
29	SV Allergy Clinic		x	x	x
30	SV Diabetes Resource Center		x	x	x
31	WGH Youngsville Clinic	x	x	x	
1) Telehealth:	Telehealth is the use of electronic information and telecommunication technologies to support long-distance health care, patient education, public health and other healthcare collaboration initiatives.				
2) Teleradiology:	Teleradiology is the electronic transmission of radiological images, such as x-rays, CTs, MRIs, and cardiac studies from one location to another for the purposes of interpretation and/or consultation.				
3) e-Prescribing	The use of an automated data entry system to generate a prescription, rather than writing it on paper.				
4) EMR:	Electronic Medical Records				
5) Education:	Videoconferencing, webinars, and other learning modalities offered over a broadband connection to facilitate continuing medical, nursing or other health education.				

ATTACHMENT D
NEHN Regional Map View

Northeast HealthNet



Erie Metro Sites

Northeast HealthNet



ATTACHMENT E
SAINT VINCENT HEALTH SYSTEM
PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT.** This order constitutes Purchaser's offer and may be accepted by Seller (or Contractor where applicable) only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Purchaser and Seller, is expressly made conditional on Seller's assent to the additional or different terms contained herein. This Order may be accepted by Seller by commencement of work, shipment of goods, or furnishing of services hereunder. Dispatch of Seller's acknowledgment form (or other written document) will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. Notwithstanding any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgment, invoice or other written document of Seller, no addition to, waiver for the future or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Purchaser. All equipment shall be UL approved for hospital use (or equivalent) with 3-wire power line cord and non-molded plug and the equipment shall pass all applicable leakage current tests specified by NFPA 78B for intended area of use and shall be supplied with two (2) complete sets of operating manuals, service manuals, schematics, parts list and warranty statements.
2. **TIME OF THE ESSENCE.** Time of shipment and of other aspects of performance hereunder is of the essence of this agreement. Any back-orders require the Seller to notify Purchaser of the anticipated delivery date. The right is reserved to cancel all and any part of this Order if not shipped promptly.
3. **CHANGES.** Purchaser shall have the right at any time to make changes in this order by written notice to the Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Order, Seller shall notify Purchaser immediately and negotiate an adjustment.
4. **RIGHT OF INSPECTION AND REJECTION.** Material and equipment supplied by Seller shall be received subject to Buyer's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Seller's expense. No material or equipment returned to Seller as defective shall be replaced except upon Purchaser's formal authorization. It is the Seller's responsibility to demonstrate the device at the hospital to its staff involved in operating, testing and maintaining the equipment, insuring the hospital that the equipment complies to both the manufacturer's specifications and all applicable Code requirements.
5. **WARRANTY.** Seller warrants that all goods or services furnished pursuant to this Order will be free from defects in material or workmanship and will be in conformity with the requirements of this Order, including drawings and specifications, if any, and reasonably fit for the purpose disclosed in this Order or in such drawings and specifications. Seller further warrants that such goods or services will be merchantable and fit for the purpose for which they are sold, and where design is Seller's responsibility, will be free from defects in design. Purchaser's approval of Seller's design or material shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which Purchaser may have at law by reason of any breach of warranty, goods which are not as warranted may at any time within twelve (12) months after delivery be returned at Seller's expense. Purchaser at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking, transportation and handling charges both ways) or refund the purchase price and any charges in connection therewith. Seller warrants that all goods and services furnished pursuant to this Order comply with all federal, state and local laws, rules and regulations governing said goods or services. The Seller shall respond to all trouble calls within the warranty period within twenty-four (24) hours of notification. Furthermore, if the equipment is of a portable nature, loaned equipment of the same type shall be made available to Saint Vincent Health System in the event repairs require more than forty-eight (48) hours of equipment down time. If authorized by Seller, Saint Vincent Health System shall be authorized to perform minor warranty service on items specified by this Purchase Order without violating in any way the warranty set forth for this equipment.
6. **PATENT INDEMNITY.** Seller agrees to indemnify, save harmless and defend Purchaser from and against any and all suits, claims, damages, costs and attorney's fees arising out of or in connection with any infringement of any United States patent in the manufacture, use or sale of the equipment or materials furnished under this Order. In case said claimed equipment or material is in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, Seller shall, at its own expense, either procure for a Purchaser the right to continue using said equipment or material, or, at the option of Purchaser, either replace same with equally efficient noninfringing equipment or material, or modify it without impairing its efficiency so it becomes noninfringing or remove said equipment or material and refund the purchase price and the transportation and installation costs thereof.
7. **INDEMNITY AND INSURANCE.** In consideration of this Order, and in the event that all or any portion of the work covered by this Order will be performed on Purchaser's premises, Seller agrees, as a condition hereof:
 - (a) To indemnify, save harmless and defend Purchaser from and against any and all loss to Purchaser's property, both real and personal, arising or growing out of or in connection with the performance of this Agreement, and from and against any and all claims, demands, or suits of whatsoever nature, and any expense incidental thereto, which may be made, claimed or brought by Seller, its employees or agents, or by any other person (including claims by the employees of Purchaser for Workmen's Compensation) on account of property damage, personal injury, or death sustained or suffered by any person arising or growing out of or in connection therewith, unless caused by the sole negligence of Purchaser.
 - (b) To provide and maintain the kinds and minimum amounts of insurance prescribed by Purchaser's "Seller's or Contractor's Insurance Certificate" attached hereto and made part hereof as Attachment 1, including the insuring of the indemnity set forth in subparagraph (a) hereinabove. The Seller shall not be permitted to perform any work under this Order on Purchaser's premises until and unless three (3) properly completed and executed copies of said "Seller's or Contractor's Insurance Certificate" have been delivered to Purchaser's Purchasing Department, and written authorization to commence work has been given to the Seller by the Purchaser's Purchasing Department.
 - (c) That no lien or claim of any kind whatever shall be filed by Seller or any subcontractor of Seller, or by any other person, firm or corporation against Purchaser's property for any work performed, or for any material furnished, in connection with the performance of this Order; and Seller agrees that if any lien arising out of the performance of this Order remains unsatisfied after all payments are made, Seller shall refund to Purchaser all monies that the Purchaser may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee. Seller further agrees, at Purchaser's request, to execute a no-lien contract in the form prescribed by applicable state law for filing and recording, and to deliver to Purchaser properly executed waivers of all mechanics' and/or material men's liens from each of Seller's subcontractors and material suppliers.
8. **WAGES AND HOURS.** In accepting this Order, Seller agrees that in the manufacture of the goods and/or in the performance of the services ordered, Seller has complied, or will comply with the Fair Labor Standards Act of 1938, as amended, and Seller agrees to so certify on all its invoices.
9. **ASSIGNMENT.** Neither this Order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by Seller without the prior written consent of Purchaser.
10. **MEDICARE AUDIT.** If this Purchase Order is for services or goods and services where the services will exceed \$10,000 in any twelve month period, the following provisions specifically apply to said contract:
 - (a) In accordance with the Medicare and Medicaid Amendments of 1980, Public Law 96-499, Contractor upon written request, shall make available to the Secretary of Health and Human Services or, upon request, make available to the Comptroller General, or any of their duty authorized representatives, contracts, and books, documents and records of Contractor or any subcontractor utilized by it to carry out the

duties under this contract that are necessary to certify the nature and extent of costs associated with services furnished under this agreement.

- (b) If Contractor carries out any of the duties of this contract through a subcontract, then it shall include in any such contract a clause similar to that set forth in the preceding subparagraph as required by the Medicare and Medicaid Amendments of 1980, Public Law 96-499.
 - (c) All books and records to which subparagraph (a) and subparagraph (b) apply shall be maintained and available for a period of not less than four (4) years from the date that services pursuant to this contract have last been furnished.
 - (d) The provisions of the Medicare and Medicaid Amendments of 1980, Public Law 96-499, including specifically Section 952 thereof, are incorporated herein by reference and Contractor agrees to be bound thereby.
11. GOVERNING LAW. This Order, and the rights and obligations of the parties thereto, shall be determined in accordance with the law of Pennsylvania.
 12. CONTRACTUAL EXPECTATIONS. This order is subject to the most recent version of the "Notice To Vendors, Saint Vincent Health System Minimum Contractual Expectations." It is available upon request from The Saint Vincent Health System Purchasing Department.

EQUAL OPPORTUNITY CLAUSE

(This clause applies only if (a) the amount of the Order is \$10,000 or more, or (b) the amount of this Order is indefinite but may reasonable be expected to amount to \$10,000 or more in the current calendar year.)

During the performance of this Order, the Seller (or Contractor where applicable) agrees as follows:

1. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Seller's commitments under section 202 of the Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Order or with any of such rules, regulations, or orders, this Order may be canceled, terminated or suspended in whole or in part and the Seller may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Seller will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders by the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event that Seller becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

Please acknowledge acceptance:

Vendor Name: _____

Contact Name: _____

Signature: _____

Date: _____

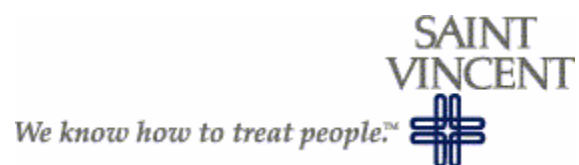
ATTACHMENT F
Northeast HealthNet Hardware and Software Buyers Guide

The purpose of this schedule is to provide background information regarding existing network infrastructure buying practices for equipment on the Saint Vincent Health Center network. The bidder is encouraged to provide hardware and software recommendations consistent with the overall conceptual framework and proposed network design for the Northeast HealthNet and is not limited to submitting a bid that adheres to this buyers guide. Rather, the information below may assist any potential bidder with understanding the potential compatibility that any proposed network infrastructure may have with the existing infrastructure that is presently deployed at Saint Vincent Health Center.

Equipment	Description	Proposed Use
Network Intrusion Detection System		Protection and surveillance of security of WAN from threats in environment
TPR600ECF96	1200E IPS-2 Copper 10/100/100 Segments and 2 Gigabyte Fiber Segments	
3CRTPOO20-96	Security Management System (Manages 25 intrusion prevention systems)	
Express (GEM) NBD	Tipping Point 1200 Annual Maintenance	
Express (GEM) NBD	Tipping Point SMS Annual Maintenance	
UPS System		Uninterrupted Power Source to support each node (30) on WAN
APC Smart UPS 1000 or equivalent.	<ul style="list-style-type: none"> ✓ UPS ✓ 8 Outlets ✓ 1,000VA ✓ 670 Watt ✓ Serial/USB <p>Smart-UPS protects your data by supplying network-grade battery backup when power fails. With PowerChute® plus software the uninterruptible power supply (UPS) will safely store data and shut down your network operating system before the battery is fully discharged, whether you're there or not. SmartSlot internal accessory slot allows you to install optional accessories to enhance the performance of your UPS. APC Smart-UPS is the perfect UPS for file servers, minicomputers, UNIX CPU's, internet hubs, telecommunications systems and other mission-critical applications</p>	
APC UPS Management Card or equivalent.	<ul style="list-style-type: none"> ✓ Remote Management Adapter ✓ 10/100 Ethernet ✓ 10Base-T ✓ 100Base-TX <p>APC Network Management Cards provide full management of UPSs via multiple open standards like Telnet, HTTP, FTP, and SNMP. They are full-featured, robust power management products designed to work with Network Management Systems. Furthermore, the built-in web interface and Email eliminate the necessity of an SNMP NMS bringing remote UPS management to everyone who needs it. Using the 10BaseT and 10/100BaseT Network Management Cards, you can monitor and configure your APC UPSs to shut down and reboot your computer systems, send Email alerts and view the event log. With a WAP enabled mobile phone you can check the status of most Smart-UPS and Matrix-UPSs. The 10/100 Network Management card adds scheduling and data logging along with a modular design for future features.</p>	
Clustered Firewall Solution or equivalent.	<p>Nokia AC Power Supply QLogic PCI Express 4GB 1Pt Fibre G-Tech G-Speed Hard Drive Nokia 2x512 Memory Upgrade Nokia 4PT 100BaseT Eth PMC FRU Nokia 2PT 100 Base F MMF Kit Nokia IP 122o Disk Based Bundle CheckPoint 2nd VPN- Power Gate UNL F/HA</p>	Nokia and Checkpoint equipment required to provide an IP based clustered firewall for the WAN.
3 Layer Switch or equivalent.	<p>CIS-WS-C3750-48PS-S Cisco Catalyst 3750 48-port Switch CON-SNT-3560G48S Cisco SMARTnet - 1 year</p>	Router and switch for each location on the NEHN. (Note: Union City location will require 2 pieces of hardware per our estimate)

**Request for Proposal-RFP 02
Site-To-Site Connectivity for Wide Area Network
Wide Area Fiber Optic Network Project**

**Saint Vincent Health Center and Northeast HealthNet
A Federal Communications Commission Rural Healthcare Pilot Program Participant
September 2008**



RFP-02: Site to Site Connectivity

Saint Vincent Health Center, the legally and financially responsible entity for the Northeast HealthNet (NEHN) is accepting proposals from qualified service providers for the recurring leased costs of point-to-point broadband connectivity (including any required redundancy) between the Saint Vincent Health Center network backbone and approximately 30 other sites participating in the NEHN as **phased in over a 3 year project plan** to commence on or around November 3, 2008. The nature of the funding provided via the FCC Rural Healthcare Pilot Program requires a 3 year funding commitment period, and as such, sites **will phased-in** over this 3 year plan.

A complete list of sites by year, and physical locations are provided in the **Project Scope and Required Documents Section** along with detailed maps, proposed applications for each site participating in the project and the desired connectivity to be provided by funding year. Vendors should provide the *most cost-effective solution for connectivity* to the site; taking into account the IT applications being considered in addition to the availability of existing infrastructure in the geographic area. Solutions that provide for maximum flexibility and agility in connection speed and response time will be given great consideration in evaluation. Because of the nature of healthcare and the types of information being transported over this network, reliability and uptime is also critical to our business functions and should be addressed in your response. Further, how the vendor specifically provides for security of information is of utmost importance to the respondent and should be addressed in any response.

For your information, this is the second RFP (RFP-02) for this project. **RFP-01 (Physical Infrastructure and Maintenance)** is also open for bid. Interested vendors may wish to consider as part of their overall bid strategy these Phases of **RFP-01**:

Phase I: Network Build Including Hardware Procurement and Installation: This phase of **RFP-01** covers the procurement, installation and maintenance of Network Hardware at each site on the NEHN, following the network design specifications provided. Such hardware and software may include but are not limited to:

- ✓ Costs for the Layer 3 switches and UPS's at each site.
- ✓ Costs for any/all maintenance contracts.
- ✓ Network Intrusion Detection System
- ✓ Clustered Firewall Solution

Phase II: Network Administration (Monitoring) and Staff Training: This phase of **RFP-01** covers the implementation of a turn-key network administration and monitoring solution for the NEHN; a 31 site wide area network configured for the purposes of healthcare information exchange. In addition to making an assessment of the needs of the network for an appropriate set of monitoring and administration tools, we are also seeking a detailed justification for the selection of such tools, the costs for implementation and on going maintenance and a training plan to transition the support of a comprehensive network administration program over to the existing staff in Networking Services within the Saint Vincent Information Technology Department.

While Saint Vincent is accepting bids for both **RFP-01** and **RFP-02** separately, vendors should not be discouraged from bidding on both RFP's as part of their overall submission package. Please note: RFP-01 can be bid on in its entirety **OR** by Phase I or Phase II alone.

Because each RFP will be evaluated on its own criteria, please do not submit a package response to both RFP's. Please respond to each RFP separately so that it may be evaluated and judged against others that are submitted by vendors that may not be bidding on both RFP's.

Responding to this RFP (RFP-02 Site to Site Connectivity)

We require **both an electronic and paper-response** to this RFP:

- ✓ For paper-responses, please direct all correspondence to:
Robin Stursa, Vice President and CIO
Saint Vincent Health Center Information Technology Department
232 West 25th Street
Erie, Pennsylvania 16544
- ✓ Please provide **two** copies of your response. All proposals must be signed by an official authorized to legally bind the professional firm to the provisions in this RFP and the submitted proposal. The contents of the response of the selected vendor will be become contractual obligations should a contract be entered into as a result of this RFP.
- ✓ For electronic copies of your proposal, please email them to RHCRFP@svhs.org .
- ✓ All proposals shall include at minimum:
 1. Vendor Contact Information including FCC Registration Number and SPIN (Service Provider Identification Number), mailing address, email address and telephone number.
 2. Total fee for the project, keeping in mind that funding for this project will be disbursed over 3 years at minimum.
 3. Preliminary timeline for commencement and completion of design project, keeping in mind that funding for this project will be disbursed over 3 years at minimum.
 4. Description of how Vendor complies with required qualifications section of the RFP.
 5. Signed copies of any attachments requiring a signature.

Evergreen Contract Notice: Due to how the Rural Healthcare Pilot Program funds are disbursed, it is our intent to consider any and all proposals and any resulting contracts as "evergreen"; or viable for the life of the project. RFP's **will not** be re-issued annually and vendors should consider the timeframe for this project to run from June 30, 2008 to June 30, 2011, concurrent with the funding schedule issued in the RHCPP order.

How the RFP will be evaluated:

- ✓ Incomplete responses or those arriving after the deadline of November 3, 2008 will not be considered.
- ✓ Each RFP will be evaluated using standard criteria created by the Project Coordinator and Associate Project Coordinator of NEHN. These criteria have been developed using the guidance provided by USAC to assist participants in the RHCPP to obtain the most cost-effective solution.
- ✓ Because statements of qualifications are critical to the success of our project, please provide us with information specific to how you as a vendor meet the qualifications and include this in your RFP response, as this information will be used as a determining factor in our decision-making process.

Questions regarding this RFP:

For questions regarding this RFP, please contact:

Jeannette Copley
Manager, Information Technology Department
Saint Vincent Health Center
814/452-5741