



Request for Proposal

Evaluator for Community-based Health Initiative (CHI)

Beth Israel Deaconess Medical Center

Introduction

Pending final approval by the Public Health Council of the Massachusetts Department of Public Health Determination of Need Application Number: CG-198051612-HE, on behalf of the Beth Israel Deaconess Medical Center, the Contracting Department cordially invites your organization (“Organization”) to respond to a Request for Proposal for the provision of Evaluator for Community-based Health Initiative (CHI). Beth Israel Deaconess Medical Center (“BIDMC”) located in Boston is one of the nation's preeminent Harvard academic medical centers. BIDMC is committed to excellence in clinical care, biomedical research and education, and to the health and wellness of our patients and our communities. BIDMC's mission is to serve our patients compassionately and effectively and to create a healthy future for them and their families. Our mission is supported by our commitment to provide personalized excellent care for our patients and a workforce committed to individual accountability, mutual respect and collaboration. BIDMC consists of a growing network of acute care facilities located in Boston, Needham, Milton and Plymouth; as well as outpatient clinics in Chelsea and Lexington. Additional information about BIDMC is available on our web site at www.bidmc.harvard.edu.

Overview

Beth Israel Deaconess Medical Center (BIDMC) is seeking a consultant/organization to serve as Evaluator for its multi-year, multi-faceted Community-based Health Initiative (CHI). BIDMC will be investing \$23M in community health initiatives as part of the Massachusetts Department of Public Health's (MDPH) Determination of Need (DoN) requirements related to BIDMC's newly approved New Inpatient Building (NIB). This CHI investment will be guided by a transparent local grant making process that maximizes community engagement, adherence to the key health priorities and focus areas of concern to the BIDMC Community Benefits Service Area (CBSA) neighborhoods, and achievement of evidence-informed outcomes. The CHI investment will be consistent with and meet all requirements of:

- The MDPH DoN processes and requirements¹,
- The BIDMC CHNA/CHIP FY 2016,²
- The BIDMC Community Engagement Plan,³
- The BIDMC NIB Community-health Advisory Committee's (NIB-CAC) work, and

¹ Massachusetts Department of Public Health, Determination of Need Community-Based Health Initiative Planning Guideline, January 2017. Accessed at <https://www.mass.gov/files/documents/2017/01/vr/guidelines-community-engagement.pdf>. Massachusetts Department of Public Health, Community Engagement Standards for Community Health Planning Guideline, January 2017. Accessed at <https://www.mass.gov/files/documents/2017/01/oa/guidelines-chi-planning.pdf>. Massachusetts Department of Public Health, Determination of Need Health Priorities Guideline, January 2017. Accessed at <https://www.mass.gov/files/documents/2017/01/tr/guidelines-health-priority.pdf>.

² See Appendix A – BIDMC CHNA/CHIP 2016

³ See Appendix B – BIDMC Community Engagement Plan



- The BIDMC NIB Allocation Committee's (NIB-ALLC) work.

The BIDMC CHI Planning Process will have three phases as shown below and additional information is contained in the Appendix⁴:

- Phase 1 – Process to identify community health priorities as overseen by the BIDMC NIB-CAC
- Phase 2 – Process to develop a funding strategy as overseen by the BIDMC NIB-ALLC
- Phase 3 – Process to plan and implement the local grant-making initiatives in support of the health priorities and funding strategies.

The 2016 BIDMC CHNA identified four community health priority areas. These are:

- 1) Social Determinants, Health Risk Factors and Equity,
- 2) Chronic Disease Management and Prevention,
- 3) Access to Care, and
- 4) Behavioral Health (mental health and substance abuse).

The BIDMC NIB-CAC will finalize the selection of DoN health priorities based on, but not exclusive to, these CHNA / CHIP generated priority areas. The final selected health priority areas may be modified as they will include the additional community engagement that must occur as the result of this CHI process.

Evaluation Objectives

BIDMC will hire an independent evaluator to conduct independent and rigorous evaluation of each phase of the BIDMC CHI planning process. The independent evaluator will be hired through a competitive request for proposal process. Effort will be made to select a qualified evaluator from and/or knowledgeable about Boston, Chelsea and/or BIDMC's Community Benefits Service Area (CBSA) neighborhoods and cohorts which include the Bowdoin/Geneva, Allston/Brighton, Fenway/Kenmore, Chinatown and Roxbury neighborhoods. The evaluator will conduct rigorous evaluation that will measure engagement outcomes, assess the planning and facilitation process, inform the CHI RFP process, and determine the impact of the awarded funds. Specific objectives are delineated in the Scope of Work section.

Scope of Work

The Evaluator will be responsible for designing, implementing, and overseeing the evaluation of the BIDMC CHI process to evaluate that the process included:

- appropriate program content that will be consistent with and satisfy all MDPH DoN requirements as well as guidelines as set by BIDMC,
- appropriate distribution and use of funds (consistent with BIDMC CHNA/CHIP Plan and the NIB Allocation Committee funding strategy), and
- effective, transparent opportunities for community engagement (consistent with the MDPH DoN requirements and BIDMC Community Engagement Plan).

Specific responsibilities include:

⁴ See Appendix B – Background and CHI Planning Process



1. Development of a comprehensive and rigorous evaluation design and plan
 - a. Consult with BIDMC and other key stakeholders/community partners on evaluation questions, needs, and methodology on an ongoing basis
 - b. Identify key qualitative and quantitative methods to be used employing the Evaluation Standards set forth by the MDPH DoN Guidelines for evaluating community engagement⁵
 - c. Provide a timeline and evaluation project plan that meets the requirements of BIDMC and key stakeholders
 - d. Select and/or design data collection tools for process, impact, and outcome evaluation including the MDPH CHI Steps and associated requirements:⁶
 - i. Identification of the proposed project (assess needs and resources)
 - ii. CHI funding planning, prioritization and strategy selection (focus on what's important)
 - iii. CHI procurement process (choose effective policies and procedures and act on what's important)
 - iv. CHI implementation (act on what's important)
 - v. Evaluation of CHI (evaluate actions) – monitor and evaluate with community partners on an ongoing basis and report annually to MDPH about strategies, process, and data to date

2. Contribute evaluation strategy and oversight at key decision-making points prior to and after selecting grantees
 - a. Inform the creation of the grant RFP and identify relevant language and expectations for participation in the evaluation
 - b. Participate in, provide guidance to, observe, and evaluate the full CHI process including the pre-grant period (the NIB CAC, NIB Allocation Committee and other key community meeting processes), the grant making period and the post grant making period to include assessing the outcomes of the various grant initiatives
 - c. Inform and evaluate the CHI process with respect to the prioritization of needs within the community
 - d. Assist BIDMC in ensuring development of a system to distribute funds to grantees within 12 months of DoN approval as required by the MDPH DoN process.
 - e. Inform and evaluate the CHI process to report on the use of community engagement elements: power sharing, transparency, accommodations, facilitation, and representation⁷ and coordinate effectively with the CHI Facilitator

3. Document and evaluate the process of grant implementation
 - a. Conduct interviews or structured discussions as appropriate to inform the process and contribute to ongoing improvement

⁵ See Community Engagement Standards for Community Health Planning Guidelines, January 2017, p. 12-17

⁶ See Community Engagement Standards for Community Health Planning Guidelines, January 2017, p.13

⁷ See Community Engagement Standards for Community Health Planning Guidelines, January 2017.



- b. Support BIDMC's ability to provide technical assistance to grantees, tracking and monitoring of grants, and overall coordination of grant awards
 - c. Support BIDMC's ability to provide group support to grantees to ensure timely provision of data to track progress over the course of the grant period
 - d. Assist with establishing evaluation metrics for funded programs
4. Document and evaluate the process and impact of the Facilitator performance with
 - a. Understanding diverse stakeholders and underserved communities
 - b. Facilitating various meetings of constituents, BIDMC NIB-CAC meetings, and community forums
 - c. The use and understanding of community engagement strategies and techniques as per the Massachusetts DPH continuum of CE
 - d. Engaging diverse communities with the grant process
5. Develop and implement strategies to build the evaluation capacity of grantees
 - a. Assess evaluation capacity of grantees and design and facilitate group sessions to further enhance capacity. Written guidance from evaluators between sessions may also be required
 - b. Conduct a capacity building workshop(s) within the community to assist potential community partners/grantees with understanding the evaluation metrics for judging success of funded projects in addressing Health Priority areas
 - c. Provide availability by telephone for grantees with evaluation questions between meetings in either group consultation or individual support
6. Measure the impact of grants and programs implemented because of this CHI
 - a. Determine the extent and impact of community engagement
 - b. Measure outcomes and the health impact of funded strategies and pilot programs on the BIDMC communities' health status
 - c. Measure community impact regarding addressing the final selected BIDMC DoN health priorities.
7. Project consultation with BIDMC and preparation of evaluation reports at key points in the grant making cycle
 - a. Ongoing communication with BIDMC staff for smooth and systematic evaluation management
 - b. Can meet all reporting and invoicing requirements as requested
 - c. Work with BIDMC Community Benefits Department to develop a reporting outline that meets the needs of BIDMC and the MDPH DoN requirements and other key stakeholders
 - d. Ensure evaluation milestones are met so funds can be thoroughly analyzed and reviewed while developing the report
 - e. Assist with preparation of draft reports for feedback from BIDMC and other key stakeholders in advance of report deadline



- f. Assist with final reports, incorporating feedback from above and prepared for submission to MDPH
- g. Ensure transparency in evaluation processes
- h. Provide timely documentation for meetings agendas, minutes that are posted to the NIB website and publicly available

Evaluation Engagement and Funding Period

The total period for evaluation will be eight years, divided into two four-year terms. The Evaluator will be required to renew its application after successfully completing the requirements of the first term. Process timetable details are provided in Appendix B.

Eligibility and Selection Criteria

Evaluator candidates will be experienced with multi-faceted community interventions ideally in the BIDMC service area and meet the criteria, scope of services, and requirements as laid out in this RFP. We seek an Evaluator that is well organized, systematic and highly responsive and that is a flexible and innovative evaluation partner that can adapt their approach to meet emerging needs. Regular availability for in-person and telephone meetings is expected. Greater frequency of meetings and phone consultation is anticipated at high points of evaluation activity. We seek an Evaluator that can meet the selection criteria below. The criteria are weighted with point values that total 100 points.

1. (25 points) A demonstrated and solid record in designing, managing, and evaluating community-based funding strategies, with expertise in establishing outcomes measures and with assessing and reporting on the impact of local funded projects on community health and achieving health priorities. Demonstrated relevant and recent experience (within past three years) in evaluation including:
 - a. The capacity and skills to provide primary direction and oversight to evaluation processes for an innovative, multi-year intervention. It is expected that Consultant(s) dedicated to this project will have a high level of demonstrated expertise with similar projects
 - b. Process, outcome evaluation of community-based health efforts, with emphasis on the impact of the funded strategies
 - c. Designing and implementing easy-to-use tools for data collection
 - d. Quantitative and qualitative data analysis
 - e. Facilitation of group processes to work towards a common, collective goal and implementing strategies to build evaluation capacity of staff and volunteers in community-based organizations
 - f. Evaluation of the Facilitator of this CHI project with respect to the requirements of the Massachusetts DPH DoN regulations as described in this RFP
 - g. Facilitation and technical support to enable capacity building that enhances the level of community engagement and community expertise with applying for and managing local grant projects



2. (20 points) Demonstrated knowledge of Massachusetts DoN CHI regulations as specified in this RFP and relevant and recent experience using the Massachusetts DPH continuum of community engagement in local initiatives. Experience using frameworks and tools⁸ to enhance CE and community health such as:
 - a. County Health Rankings: *Roadmap to Health*
 - b. Community Toolbox
 - c. Mobilizing Action through Planning and Partnerships Model
 - d. Community Health Navigator and
 - e. Quality Forum’s Improving Population Health by Working with Communities Action Guide

3. (25 points) Demonstrated understanding of diverse stakeholders and underserved communities and the complexities and interrelationships incumbent in improving community health status:
 - a. Relevant and recent experience with community health programmatic and policy evaluation,
 - b. Understanding of the upstream causes of social determinants of health (SDoH) and how SDoH impact on community health
 - c. Can work collaboratively and effectively with hospital staff, committee members, community members/partners, public health agencies, and non-profit grantees
 - d. Is familiar with/resides within Boston or Chelsea, preferably the BIDMC defined CBSA.

4. (20 points) Has engaged or subcontracted in past projects with local minority, women owned organizations (15 points), and/or HUBZone businesses (additional 5 points) through the design and structure of local funding strategies:
 - a. Can leverage such relationships to encourage capacity building within the BIDMC CBSA and to foster increased community engagement in local grant projects,
 - b. Note that preference will be given to local minority or women owned consultant organizations and/or those who reside within Boston, Chelsea, and/or in BIDMC’s CBSA or those consultants that have experience subcontracting with such community partners.

5. (10 points) Proposal cost is competitive.

Timeline and Submission Details

Deadlines subject to change pending DPH approval.

Date	Submission Requirement
11/06/18	Bidders Conference 2 Overland Street Boston MA Room 3C 10 AM – 11 AM
11/23/18 by 12:00 p.m.	Proposals due to BIDMC. Email to nikasen@bidmc.harvard.edu
12/26/18	Finalists notified
1/2/19 noon – 3:00 pm	Best and Final Presentations
1/10/19	Final Decision – Notification to Evaluator Chosen
1/15/19	Work Commences (pending DPH approval)

⁸ See Community Engagement Standards for Community Health Planning Guideline, January 2017.



Proposal Requirements

Proposals should be no more than 20 pages with the body of the proposal being 10 pages and appendices limited to no more than an additional 10 pages. Proposals should be single spaced with one-inch margins, Times New Roman 12-point font. Proposal pages more than these limits will be considered unresponsive and will not be reviewed. Attachments A, B, C, and D are not included in the page count but must be submitted with the proposal.

Proposals must include the following details:

Body of Proposal:

- Contact information: name, title, email address and phone number of contact person for proposal. Include organizational website address.
- An evaluation project plan and timeline that details the tasks and activity for the evaluation project as outlined in the scope of work. Recognizing we are in the “pre-grant” phase of this effort, bidders are asked to approach this project plan as a provisional plan.
- Description of experience relevant to this project as outlined in “eligibility requirements” above.
- Specifically highlight past and current involvement with local community organizations within BIDMC CBSA and any involvement or sub-contract with minority or women-owned, or HUBZone businesses.
- An itemized budget for the project including an accompanying budget narrative. Budget should include personnel costs, materials, travel and any indirect costs. Indirect percentage not to exceed 25%.
- Summary background, qualifications, and responsibilities of key team members who will be working on the project and their specific roles and time allocations and experience working in the BIDMC CBSA.
- Contact details of 2-3 professional references/past clients who can thoroughly describe recent experience with similar projects and processes.

Appendices and Attachments:

- A sample of work done that demonstrates tasks and activities taken in an evaluation project as outlined in the scope of work.
- Resumes of key team members to be included in an appendix and to include education, experience and project relevant publications; presentations. The resumes will count in the page limit.
- Confidentiality Affidavit (Attachment A), return signed.
- Supplier Disclosure Form (Attachment B), return signed.
- Code of Business Conduct (Attachment C), for review.
- Business Associate Agreement (Attachment D), return signed.



Beth Israel Deaconess
Medical Center



A teaching hospital of
Harvard Medical School

APPENDIX A – BIDMC CHNA CHIP 2016



FINAL BIDMC 2016
CHNA with contact i



APPENDIX B – BIDMC Community Engagement Plan and Background & CHI Planning Process

The BIDMC Community Engagement Plan follows:



community-engagement-plan 3.5.18.pdf

Note that the BIDMC Community Engagement Plan will be revised and supersede this plan in early 2019.

Background on CHI Planning Process

The BIDMC CHI will require evaluation of its CHI community grant program geared to maximizing transparency, community engagement, and attention to addressing statewide-identified health priorities as well as most specifically, BIDMC’s Community Health Needs Assessment’s (CHNA) identified priority areas:

- access to care
- behavioral health
- chronic disease management and prevention, and
- social determinants of health and health risk.

The BIDMC CHI will be established to meet the CHI Statewide Initiative’s three primary purposes of

1. Providing local grants for health priority strategies and policy actions;
2. Providing support for regional and collaborative CHIP processes; and
3. Funding tools and resources to support system-wide and local evaluation of CHI programs.

The CHI engagement will build upon the secondary and primary data collection and community engagement that occurred during BIDMC’s FY 16 community health needs assessment (CHNA) in the five CBSA neighborhoods (Bowdoin/Geneva, Allston/Brighton, Fenway/Kenmore, Chinatown and Roxbury). BIDMC’s CHNA priority cohorts include older adults, racially/ethnically/linguistically diverse populations, low-resources individuals and those who identify as lesbian, gay, bisexual or transgender. The FY 16 CHNA community engagement included broad community and public health participation and extensive engagement including key informant interviews, public/community forums and oversight by a diverse and knowledgeable Community Benefits Committee, a sub-committee of BIDMC’s Board of Directors.

Health Priorities: Local CHI grant funding will be directed to support evidence-informed strategies that meet the criteria ⁹ described in the MDPH DoN Health Priorities Guideline and the current Executive Office of Health and Human Service (EOHHS) Priorities and DPH Focus Issues as well as the 2016 BIDMC Community Health Needs Assessment (CHNA). Specifically, the BIDMC CHI funds will be targeted to respond to the findings and recommendations of the 2016 BIDMC CHNA,¹⁰ as well as the input and

⁹ See Massachusetts Department of Public Health, Determination of Need Community-Based Health Initiative Planning Guideline, January 2017.

¹⁰ See BIDMC Community Health Needs Assessment, Final Report, 2016 in Appendix A.



feedback obtained through the community engagement process of this CHI initiative. Other CHI processes BIDMC has been involved with include:

- Boston Public Health Commission and Boston Alliance for Community Health (BACH) - Mobilizing for Action, Planning and Partnership (MAPP) in 2013, and the
- Boston Community Health Improvement Planning of the Boston Public Health Commission in 2017.

The BIDMC CHNA identified four community health priority areas. These are:

- 1) Social Determinants, Health Risk Factors and Equity,
- 2) Chronic Disease Management and Prevention,
- 3) Access to Care, and
- 4) Behavioral Health (mental health and substance abuse).

Target Population: BIDMC's target population consists of low income, racially/ethnically diverse, and older adult populations as well as the lesbian, gay, bi-sexual, and transgender population. The service area includes the Bowdoin/Geneva, Allston/Brighton, Fenway/Kenmore, Chinatown and Roxbury neighborhoods, known as the BIDMC Community Benefits Service Area (CBSA).

Ongoing Community Engagement: Beth Israel Deaconess Medical Center (BIDMC) maintains a steadfast and long-standing commitment to the health and well-being of its community. BIDMC founded and supports the Community Care Alliance (CCA), a health center network that includes five Boston (Bowdoin Street Health Center, Charles River Community Health, The Dimock Center, Fenway Health, and South Cove Community Health Center) health centers serving over 100,000 low-resource, diverse patients annually. Since first partnering with The Dimock Center in 1968, and Fenway Health in 1974, Beth Israel and the Deaconess hospitals, respectively, have supported collaborative and/or delegated community-based health programming for decades. BIDMC continues this legacy with robust Community Benefits programming to address social determinants of health, health risk factors and other barriers to optimizing health and well-being.

Minimum standards for community engagement (CE) will be required for the CHI process and will be based on the Massachusetts Continuum of Community Engagement including the levels of inform, consult, involve, collaborate, delegate, and community driven-led.¹¹ The Community Engagement Standards that will be utilized to engage the BIDMC CBSA (as per the BIDMC Community Engagement Plan-Appendix B) and according to the process outlined by the MDPH include:

1. Assess Needs and Resources – Involve
2. Focus on What's Important – Collaborate
3. Choose Effective Policies and Procedures – Involve
4. Act on What's Important – Consult
5. Evaluate Actions - Consult

BIDMC CHI Planning Process:

PHASE 1 – IDENTIFY & REFINE HEALTH PRIORITIES

¹¹ See Community Engagement Standards for Community Health Planning Guidelines, January 2017, p. 11.



BIDMC will establish a diverse stakeholder group to guide identification and prioritization of expanded health priority selection. BIDMC anticipates conducting five community forums – determined with input from the BIDMC's New Inpatient Building (NIB) Community Advisory Committee (NIB-CAC). BIDMC will conduct up to five community forums focused on the neighborhoods and/or specific cohorts or needs highlighted in BIDMC's FY 16 CHNA and CBSA. Community forums will be facilitated by an independent facilitator to ensure engaged participation to help make sure BIDMC pursues a community-engaged strategy for the selected CHI priorities as per the BIDMC Community Engagement Plan¹². BIDMC will reduce barriers to participation by providing food, interpretation, parking and/or selecting locations that are T-accessible.

The BIDMC NIB-CAC represents a broad range of organizations to meet Massachusetts Department of Public Health (DPH) Determination of Need (DoN) requirements while also meeting BIDMC's Community Health Needs Assessment (CHNA) identified priority areas: access to care, behavioral health, chronic disease management and prevention, and social determinants of health and health risk factors. The identified members have knowledge of and expertise in the service needs of the community/City with an emphasis on the identified priority areas.

The BIDMC NIB-CAC is to select DoN Health Priorities based on, but not exclusive to, the CHNA / CHIP. This includes the additional community engagement that must occur to develop the issue priorities.

BIDMC has worked with its Community Benefits Committee, the Community Care Alliance, other community-based organizations to conduct community engagement for the Community Health Needs Assessment. Some community forums were jointly held with community health centers and other hospitals to increase engagement and transparency. Priorities were shared at the BACH annual meeting and published in the BIDMC bi-annual Community Connections report.

Following review of the Community Engagement Standards for Community Health Planning Guidelines, BIDMC has structured the community engagement, Community Advisory Committee and the request for proposal processes to ensure transparency and engagement. CAC members will collaborate on community engagement and CAC meetings will be open to the public; information on dates, times, locations, minutes, agendas, and attendance will be posted to the NIB web-site and email notifications will be sent periodically for anyone registering to obtain information on the NIB CHI webpage.

NIB-CAC Process & Anticipated Timetable: The NIB-CAC will advise and assist BIDMC on the NIB community engagement process building upon BIDMC FY 2016 community engagement, CHNA and existing programming.

NIB-CAC members will attend six monthly two-hour in-person meetings, reviewing agendas and materials prior to each meeting. Meetings will commence immediately following the DON award and will be held at BIDMC. Members will assist BIDMC with framing and engaging the community for community forums (e.g., topics/questions, locations, etc.) and will publicize and assist with recruitment for these forums. Members will also attend at least one community forum.

The agenda schedule for these meetings is proposed as follows:

¹² See BIDMC Community Engagement Plan in Appendix B.



Month 1: Review purpose of the CHNA/CHIP and DPH priorities; begin discussion of additional community engagement (locations, cohorts, questions)

Month 2: Review proposed plan for CE - discuss marketing, recruitment, and questions

Month 3: Conduct CE - provide update and receive input/feedback

Month 4: Conduct CE - provide update and receive input/feedback

Month 5: Summarize findings of CE and begin prioritization process

Month 6: Finalize prioritization process; Review draft funding plan for submission to DPH; discuss dissemination/CE for RFP; via email obtain input/update from NIB-CAC on any additional feedback received from DPH on proposed allocation plan; note - following submission of the Allocation Plan to DPH, NIB-CAC members may be required to attend a seventh meeting to advise on changes, if necessary.

Quarterly - through March 2020:

After the DPH’s approval of the Allocation Plan, members will attend four quarterly in-person meetings (1.5 hours) at BIDMC to obtain information on the CHI process and continue to educate and engage their community/cohort in the CHI process.

Discuss dissemination/CE for RFP; Provide update and continue to engage community re: funding awards, RFP process, etc.

Provide update and continue to engage community re: funding awards, process, etc.

Semi-annually for remainder of CHI:

The NIB-CAC will continue to meet semi-annually for the duration of the CHI, of which one meeting will be a public forum at which grant recipients will present on the progress of their project.

In summary:

Month:	Frequency of NIB-CAC Meetings:
1 – 6 or 7	Monthly
7- 18	Quarterly
18 – 72	Semi-annually (includes annual public forum)

PHASE 2 – DEVELOPING A FUNDING STRATEGY

The NIB-CAC will provide recommendations to BIDMC’s New Inpatient Building Allocation Committee (NIB-ALLC) on CHI priorities and categorical allocation of funds to best support the community. NIB-CAC efforts will align with and/or be informed by BIDMC initiatives related to the Boston Planning and Development Agency’s process and associated benefits and mitigation (e.g., Neighborhood Housing and Jobs Trust Funds).



PHASE 3 – LOCAL GRANT MAKING IMPLEMENTATION

The local grant making phase will commence upon completion of the funding strategy. A transparent RFP process will be utilized. After submitting and receiving approval from the DPH on the Allocation Plan, BIDMC will issue a request for proposal for funding opportunities based on the priorities established through the NIB-CAC process. BIDMC anticipates offering two RFP cycles. The grant making process will be evaluated and facilitated with independent consultants – an Evaluator and a Facilitator. Outcomes will be evaluated on an ongoing basis and results presented to the public and MDPH.



Attachment A - CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and entered into by and between _____, with an address at _____ (“ ”), and Beth Israel Deaconess Medical Center, Inc., with an address at 330 Brookline Avenue, Boston, Massachusetts 02215 (“BIDMC”) (each a “Party” and collectively, the “Parties”), effective _____ (the “Effective Date”).

Whereas, BIDMC and _____ desire to enter into discussions concerning the Request for Proposal for the provision of EVALUATOR OF COMMUNITY-BASED HEALTH INITIATIVE (CHI) (hereafter known as the “Services”); and

Whereas, In the course of such discussions it will be necessary for each party to disclose to the other certain information that such party deems to be confidential (“Confidential Information”) for purposes of evaluating the desirability of entry into a business contract. The Confidential Information may include, without limitation, technical data, financial data, or other items pertaining to the above subject matter.

Now, Therefore, to protect Confidential Information, the parties (the party disclosing the Confidential Information and the party receiving same being referred to hereinafter as “Discloser” and “Recipient”, respectively) agree as follows:

1. Recipient agrees to receive and hold all such Confidential Information acquired from Discloser in strict confidence and to disclose it within its own organization or any parent or affiliate of the Company, and only to those employees who have agreed in writing (under Recipient’s own blanket or specific agreement form) to protect and preserve the confidentiality of such disclosures and who are designated by Recipient to evaluate the Confidential Information for the aforementioned purposes. Recipient further agrees that it will not disclose the Confidential Information acquired from Discloser in whole or in part to any third party, and that it will not use same for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. Without affecting the generality of the foregoing, Recipient will exercise no less care to safeguard the Confidential Information acquired from Discloser than Recipient exercises in safeguarding its own confidential or proprietary information, but in no event, with any less than reasonable care.

2. The receiving party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party is to be in addition to the remedies otherwise available to the disclosing party at law or in equity. The receiving party expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the disclosing party.

3. The foregoing restrictions on Recipient’s disclosure and use of Confidential Information will not apply to the extent of information:



- (i) known to Recipient prior to receipt from Discloser;
- (ii) of public knowledge without breach of Recipient's obligations under this Agreement;
- (iii) rightfully acquired by Recipient from a third party without restriction on disclosure or use;
- (iv) disclosed by Discloser to a third party without restriction on disclosure or use;
- (v) independently developed by employees of Recipient without knowledge of the contents of Discloser's disclosure; or
- (vi) as to which and to the extent to which Recipient has received express written consent from an authorized officer of Discloser to disclose or use.

Recipient, however, will have the burden of proof respecting any of the aforementioned events on which Recipient may rely as relieving it from the restrictions on disclosure or use of Confidential Information. In the case of any of events (ii), (iii), (iv), (v) and (vi), the removal of restrictions will be effective only from and after the date of occurrence of the applicable event.

4. Discloser represents and warrants that it has the right to disclose the Confidential Information to Recipient, and that Discloser does not know at the time of any such disclosure of any third party which has any proprietary rights in or to such Confidential Information. In the event of breach of this Agreement by either party as recipient, the disclosing party will be entitled to injunctive relief, in addition to all remedies at law or in equity to which it may be entitled.

5. The furnishing of Confidential Information under this Agreement will not constitute or be construed as a grant of any express or implied license or other right, or a covenant not to sue or forbearance from any other right of action, (except with respect to Recipient's activities solely for or in connection with the evaluation contemplated under this Agreement), by Discloser to Recipient under any of Discloser's patents, copyrights or other intellectual property rights.

6. This Agreement will commence as of the day and year first written above and will continue with respect to all disclosures of Confidential Information within one (1) year thereafter, at the end of which time this Agreement auto-renew for successive one-year periods, unless terminated earlier by either party at any time on 10 days prior written notice to the other. Except to the extent relieved from restrictions pursuant to Paragraph 3, above, upon expiration or termination of this Agreement Recipient will immediately cease all disclosure and use of Confidential Information, and at Discloser's request Recipient will promptly return all written, graphic and other tangible forms



of the Confidential Information (including notes or other write-ups thereof made by Recipient in connection with the disclosures by Discloser) and all copies made by Recipient except one copy for record retention only.

7. Except to the extent relieved from restrictions pursuant to Paragraph 3, above, the obligations of Recipient respecting disclosure and use of Confidential Information acquired from Discloser will survive expiration or termination of this Agreement and will continue for a period of three (3) years thereafter or, with respect to any applicable portion of the Confidential Information, until the occurrence of any of the events recited in Paragraph 3, whichever occurs first. After such time, Recipient will be relieved of all such obligations as to the applicable Confidential Information.

8. If the parties enter into a written contract concerning a business relationship of the type contemplated by this Agreement, the provisions of such contract concerning confidentiality of information will supersede and prevail over any conflicting provisions of this Agreement. In the absence of a written contract or any such provision in a written contract, the terms of this Agreement will continue in force.

9. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding such state's conflicts of laws rules.

Each party acknowledges its acceptance of this Agreement by the signature below of its authorized officer on duplicate counterparts of the Agreement, one of which fully executed counterpart is to be retained by each party.

Beth Israel Deaconess Medical Center, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Attachment B - Supplier Disclosure

Section 6.2 of BIDMC policy #ADM-15, *Vendor Contact and Negotiation*¹³, states as follows:

“It is the policy of BIDMC that during discussions and negotiations, suppliers are required to identify BIDMC employees and Medical Staff who are participating in the discussions and/or negotiations and who also have equity positions, consulting or other remuneration relationships with the supplier. Contracting staff, who act as the Medical Center’s delegates during negotiations, are required to request this disclosure.”

In accordance with this requirement, please complete this form as indicated below.

- My company has no equity, consulting, design or other remuneration relationship(s) with any BIDMC employee(s), Medical Staff and/or department/service involved in this project.
- My company has the following equity, consulting, design or other remuneration relationship(s) with the named BIDMC employee(s), Medical Staff and/or department/service involved in this project (please provide this information in the box provided, or attach any relevant document):

¹³ Copies of the policy will be made available upon request.



Policy ADM-15 further states:

“A supplier’s failure to disclose in accordance with this policy may result in disqualification of the supplier during discussions and/or negotiations and following the execution of any contract and for the contract term, will be considered a breach of contract and possible cause for termination.”

By signing below, Supplier indicates an understanding, acceptance and support of this policy.

Signature block:

Signed: _____

Date: _____

Name: _____

Title: _____

Company: _____

Project: _____

**ONCE COMPLETED, COPIES OF THIS FORM WILL BE RETURNED TO THE SIGNER,
DISTRIBUTED CONFIDENTIALLY TO THE RELEVANT BIDMC PROJECT MANAGER OR
INDIVIDUAL(S) NAMED, AND THE ORIGINAL RETAINED IN THE RELEVANT PROJECT FILE /
LOCATION.**



Attachment C – BIDMC Code of Conduct

Bidders are required to review and agree to the BIDMC Code of Conduct that can be accessed at:

<https://www.bidmc.org/->

[/media/files/codeofconduct.ashx?la=en&hash=B38BED54D0CA0BF606155724E097FEA7DDE25D2B](https://www.bidmc.org/-/media/files/codeofconduct.ashx?la=en&hash=B38BED54D0CA0BF606155724E097FEA7DDE25D2B)



Attachment D - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into by and between _____, with an address at _____ (“Business Associate”), and Beth Israel Deaconess Medical Center, Inc., with an address at 330 Brookline Avenue, Boston, Massachusetts 02215 (“Covered Entity”) (each a “Party” and collectively, the “Parties”), effective _____, 20__ (the “Effective Date”).

WHEREAS, Business Associate is a _____ and Covered Entity is a healthcare provider. The Parties have entered into one or more arrangements pursuant to which Business Associate provides certain services to or on behalf of Covered Entity (“Underlying Arrangements”), including, but not limited to, a [Name of Agreement] dated _____

WHEREAS, Business Associate may receive, use and/or disclose Protected Health Information (as defined below) under the Underlying Arrangements;

WHEREAS, both Parties are committed to complying with the Privacy Regulations and the Security Regulations (as such terms are defined below) under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations and guidance issued by the Secretary (as defined below), all as amended from time to time (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (“HITECH Act”); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided, created or received by Business Associate from or on behalf of Covered Entity will be handled between Business Associate and Covered Entity, and with third parties, during the term of their Underlying Arrangements and after their termination;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS



The following capitalized terms, as used in this Agreement, shall have the meanings set forth below. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §160.103, §164.304, §164.402 and §164.501.

1.1 “Breach”, as used in Section 3.1(n), below, shall mean the unauthorized acquisition, access, use, or disclosure of protected health information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Such term does not include (a) any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate and if such information is not further acquired, accessed, used, or disclosed by any person; or (b) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, as long as any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 “Breach of Security”, as used in Section 3.6, below, shall mean the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information, maintained by a person or agency that creates a substantial risk of identity theft or fraud against a resident of the commonwealth. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

1.3 “Electronic Health Record” shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 “Electronically Maintained” shall mean information stored by a computer or on any electronic medium from which information may be retrieved by a computer, such as electronic memory chips, magnetic tape, disk, or compact disc media.

1.5 “Electronically Transmitted” shall mean information exchanged with a computer using electronic media, such as the movement of information from one location to another using magnetic tape, disk or compact disc media; transmissions over the Internet, Extranet, leased lines, dial-up lines, or private networks; but excluding information exchanged using paper-to-paper facsimiles, person-to-person telephone calls, video teleconferencing, voicemail messages, telephone voice response or “faxback” systems.



1.6 “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 in accordance with 45 C.F.R. §164.502(g).

1.7 “Personal Information”, as used in Section 3.6, below, shall mean a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that “Personal information” shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

1.8 “Privacy Regulations” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E, as such provisions are currently drafted and as they are subsequently amended or revised.

1.9 “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.10 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.11 “Security Regulations” shall mean the Security Standards at 45 C.F.R. part 160, part 162, and part 164, subparts A and C, as such provisions are currently drafted and as they are subsequently amended or revised.

1.12 “Unsecured Protected Health Information”, as used in Section 3.1(n), below, shall have the meaning set forth under 45 C.F.R. §164.402, as such provision is currently drafted and as it is subsequently amended or revised.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Services. Subject to the limitations of this Agreement and the Privacy Rule, including without limitation the requirements set forth under 45 C.F.R. §164.504(e), which requirements shall be applicable to Business Associate and which are incorporated herein in their entirety, Business Associate may use and disclose Protected Health Information as necessary to perform its obligations under the Underlying Arrangements. All other uses not authorized by this Agreement are prohibited. Without limiting the generality of the foregoing Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only:



- (a) to its employees, subcontractors and agents, in accordance with Section 3.1(d), below,
- (b) as directed by Covered Entity, or
- (c) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2 below.

2.2 Business and Other Activities of Business Associate. Unless otherwise limited herein, the Business Associate may:

(a) Use the Protected Health Information for the proper management and administration of Business Associate and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality law.

(b) Disclose the Protected Health Information to third parties for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that:

(i) the disclosures are Required by Law, or

(ii) Business Associate has entered into a business associate agreement with the third party which includes written assurances regarding the lawful, secure and confidential treatment of such Protected Health Information as required under 45 C.F.R. §164.504(e)(4)(ii)(B)(1), and pursuant to Section 3.1(d).. Upon request, Business Associate shall provide copies of any such business associate agreements to Covered Entity.

(c) Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Under no circumstances may Business Associate disclose Protected Health Information of Covered Entity to another covered entity absent the explicit authorization of Covered Entity.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 Obligations of Business Associate. With regard to the use and/or disclosure of Protected Health Information, Business Associate hereby agrees to do the following:



(a) Use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law.

(b) Report to the designated Privacy Official of Covered Entity any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware. Oral reports shall be made within two (2) business days following discovery, and shall be followed promptly by a written report based on subsequently developed information.

(c) Use appropriate safeguards to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of such Protected Health Information.

(d) Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to enter into a business associate agreement containing the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to Business Associate pursuant to this Section 3, and third party beneficiary rights to Covered Entity in the event the third party breaches such a business associate agreement or otherwise causes harm to Covered Entity. Upon request, Business Associate will provide copies of any such business associate agreements to Covered Entity.

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to Covered Entity or the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations and the Security Regulations, subject to attorney-client and other applicable legal privileges.

(f) Within seven (7) calendar days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual under 45 C.F.R. §164.524, which entitles Individuals access to their own Protected Health Information. Without limiting the foregoing, if Business Associate is deemed to use or maintain an Protected Health Information in an electronic format on behalf of Covered Entity with respect to Protected Health Information, then, to the extent an individual has the right to request a copy of the Protected Health Information maintained in such electronic format pursuant to 45 C.F.R. § 164.524 and makes such a request to Business Associate, Business Associate shall provide Covered Entity with a copy of an individual's Protected Health Information maintained in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 C.F.R. § 164.524, as amended by §13405 of the HITECH Act. Alternatively, upon request by Covered Entity, Business Associate may provide such individual with a copy of the information contained in such Protected Health Information in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. In such cases (i) Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed the Business Associate's labor costs in responding to the request for the copy; and (ii) the provisions of 45 C.F.R. § 164.524, including the exceptions to the requirement to provide a copy of Protected Health Information, shall apply and Business Associate shall comply therewith as if Business Associate were the Covered Entity.

(g) Within seven (7) calendar days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual for an amendment of the Individual's Protected Health Information under 45 C.F.R. §164.526. Accordingly, Business Associate will promptly incorporate any amendment(s) to the Protected Health Information that Covered Entity directs or agrees to be made.

(h) Within seven (7) calendar days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual for an accounting of the disclosures of the Individual's Protected



Health Information in accordance with 45 C.F.R. §164.528. Without limiting the foregoing, effective as of the applicable date set forth under §13405(c) of the HITECH Act, if Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through such Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by the HITECH Act. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

(i) Except as otherwise provided in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, with respect to Protected Health Information subject to this Agreement, Business Associate will promptly redirect the Individual to Covered Entity.

(j) Subject to Section 4.3, below, return to Covered Entity or destroy, within thirty (30) calendar days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall include all backup tapes or files).

(k) Disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function permitted hereunder. Without limiting the foregoing, to the extent required by the HITECH Act, Business Associate shall limit its use, disclosure or request of Protected Health Information to the limited data set (as defined under HIPAA) or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective as of the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, Business Associate shall limit its use, disclosure, or request of Protected Health Information to only the minimum necessary as set forth in such guidance.

(l) Establish procedures in order to mitigate, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information by Business Associate.

(m) Report to the designated Privacy Official of Covered Entity, any Security Incident of which Business Associate becomes aware. Oral reports shall be made within two (2) business days following discovery and shall be followed promptly by a written report based on subsequently developed information. Business Associate shall cooperate with Covered Entity with respect to disclosure of such incident in accordance with applicable law, including without limitation the applicable requirements of the HITECH Act.

(n) Report to Covered Entity any suspected Breach of Unsecured Protected Health Information, including identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach and any other information required under 45 C.F.R. § 164.410. Oral reports shall be made within two (2) business days if practicable and shall be followed promptly by a written report based on subsequently developed information. Business Associate shall cooperate with Covered Entity with respect to disclosure of such Breach in accordance with applicable law, including without limitation the applicable requirements of the HITECH Act; provided, however, that Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, costs associated with



investigating such Breach of Unsecured Protected Health Information and reporting such breach to authorized governmental authorities (including any fines or penalties resulting therefrom), and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance for a period not to exceed one year) for affected individuals whose Protected Health Information has or may have been compromised as a result of the Breach. In order to be reimbursed by Business Associate, Covered Entity must provide to Business Associate a written accounting of Covered Entity's actual costs and, to the extent applicable, copies of receipts or bills with respect thereto.

(o) Comply with all requirements of the HITECH Act that relate to privacy and that are applicable to covered entities, all of which requirements shall be applicable to Business Associate and which are incorporated herein in their entirety.

(p) Business Associate agrees it has provided HIPAA training for its employees, agents, representatives, and subcontractors which includes the Permitted Uses and Disclosures of Protected Health Information.

3.2 Compliance with the Security Regulations. Business Associate will comply with all requirements of the Security Regulations, which are incorporated herein in their entirety. Without limiting the generality of the foregoing, with respect to all Protected Health Information that is Electronically Transmitted or Electronically Maintained, Business Associate shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronically Transmitted or Electronically Maintained Protected Health Information that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity, all as required by, and set forth more specifically in, the Security Regulations. Specifically, with respect to all Protected Health Information that is Electronically Transmitted or Electronically Maintained by Business Associate or one of its subcontractors will be maintained within the borders of the United States and will not be transmitted or otherwise leave the boundaries of the United States. In addition, all requirements of the HITECH Act that relate to information security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated herein in their entirety.

3.3 Compliance with Certain Provisions of the HITECH Act.

(a) Effective as of September 23, 2013, Business Associate shall not, directly or indirectly, receive remuneration in exchange for any Protected Health Information of an individual, except pursuant to a valid written authorization signed by or on behalf of such individual, or as otherwise permitted under the HITECH Act or such implementing regulations.

(b) With respect to written communications occurring after February 17, 2010, Business Associate shall not use or disclose Protected Health Information for the purpose of making such a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 C.F.R. § 164.501; and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section



13406(a)(2) of the HITECH Act. Covered Entity shall cooperate with Business Associate to determine if the foregoing requirements are met with respect to any such marketing communication.

3.4 Obligations of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity hereby agrees to do the following:

(a) Upon request promptly provide Business Associate the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice. In addition, and in part for the convenience of Business Associate, Covered Entity will keep an updated version of the notice of privacy practices on its website at:

http://www.bidmc.org/Global/~media/Files/English_Privacy_Notice.pdf.

(b) Use good faith efforts to inform Business Associate of any changes in, or revocation of, authorization provided to Covered Entity by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted uses and disclosures. If applicable to services provided to or on behalf of Covered Entity, inform Business Associate of any opt-outs exercised by any individual from fundraising activities of Covered Entity pursuant to 45 C.F.R. §514(f).

(c) Notify Business Associate of any arrangements permitted or required of Covered Entity under the Privacy Regulations that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522. Without limiting the foregoing, in the event that Covered Entity is required to comply with a restriction on the disclosure of Protected Health Information pursuant to §13405 of the HITECH Act, then Covered Entity shall, to the extent needed to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the Protected Health Information affected thereby. Upon receipt of such notification, Business Associate shall not disclose the identified Protected Health Information to any health plan for the purposes of carrying out payment or health care operations, except as otherwise required by law.

3.5 Compliance with Red Flag Rules. Without limiting any other obligations under this Agreement:

(a) Business Associate shall ensure that its activities for Covered Entity are conducted in accordance with reasonable policies and procedures, as specified in the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 (the "Red Flag Rules"), which are designed to detect, prevent and mitigate the risk of identity theft and to detect any relevant pattern, practice, or specific activity that indicates the possible existence of identity theft (each a "Red Flag") that may arise in the performance of services on behalf of Covered Entity.

(b) Business Associate shall report to Covered Entity any Red Flag incident of which it becomes aware. Such reports shall be made orally within two (2) days from the date that Business Associate becomes aware of the Red Flag incident and shall be followed promptly by a written report based on subsequently developed information. Such written report by Business Associate shall include: (i) a description of the Red Flag incident; (ii) a description of any threat of identity theft that may occur as a result of such incident; and (iii) the steps it has taken to mitigate any potential harm resulting from such incident.



3.6 Compliance with the Massachusetts Data Breach Notification Law. Without limiting any other obligations under this Agreement:

(a) Business Associate agrees to cooperate in good faith with Covered Entity with respect to compliance with all applicable requirements under the Massachusetts Data Breach Notification Law set forth at M.G.L. Ch. 93H and the regulations promulgated thereunder, including without limitation 201 CMR 17 et seq., as the same may be amended from time to time. Accordingly, Business Associate will report to the designated Privacy Official of Covered Entity any suspected Breach of Security with respect to any Personal Information created or received by Business Associate from or on behalf of Covered Entity of which Business Associate becomes aware. Oral reports shall be made within two (2) business days following discovery and shall be followed promptly by a written report based on subsequently developed information.

(b) Business Associate hereby represents and warrants that it has developed and continues to maintain a comprehensive written information security program that is consistent with industry standards, that reflects the size and type of Business Associate's business as well as the volume and nature of its stored data, and that contains administrative, technical, and physical safeguards to ensure the security and confidentiality of any Personal Information created or received by Business Associate from or on behalf of Covered Entity.

Obligations to Members of Organized Health Care Arrangement. Covered Entity is a member of an "organized health care arrangement," as that term is defined at 45 C.F.R. § 160.103. The current composition of this organized health care arrangement ("OHCA"), which may be amended from time to time, includes the following entities: Beth Israel Deaconess Medical Center ("BIDMC"), Beth Israel Deaconess Hospital – Needham ("BID-Needham"), Beth Israel Deaconess Hospital – Milton ("BID-Milton"), Community Physicians Associates ("CPA"), Harvard Medical Faculty Physicians at Beth Israel Deaconess Medical Center ("HMFP"), Associated Physicians of Harvard Medical Faculty Physicians at Beth Israel Deaconess Medical Center (APHMFP), Medical Care of Boston, Corp. aka Affiliated Physicians Group ("APG"), Beth Israel Deaconess Hospital –Plymouth ("BID-Plymouth") and Jordan Physicians Associates ("JPA") have defined themselves as an Organized Health Care Arrangement ("OHCA").

To the extent Business Associate creates or receives protected health information from or on behalf of one or more of the OHCA Entities, the terms of this Agreement shall apply unless and until such OHCA Entity opts out of this Agreement, which an OHCA Entity may do at its sole discretion. If this Agreement applies to transactions between an OHCA Entity and Business Associate, such OHCA Entity shall be considered a third-party beneficiary of this Agreement with the right to enforce the terms of this Agreement. If an OHCA Entity opts out of this Agreement, another agreement addressing the privacy and security of the OHCA Entity's information may be required by the OHCA Entity before any further transactions occur between the OHCA Entity and Business Associate.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to



Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 7.4 herein.

4.2 Termination for Cause.

(a) By Covered Entity. As provided in 45 C.F.R. §164.314(a)(2)(i)(D) and §164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement and any related agreements, if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Covered Entity may choose to provide Business Associate with written notice of the alleged breach and afford Business Associate an opportunity to cure said breach to the satisfaction of Covered Entity within fourteen (14) calendar days after Business Associate's receipt of such notice. Failure to cure in the manner set forth in this Section is grounds for immediate termination of this Agreement and any related agreements.

(b) By Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report the Covered Entity's breach or violation to the Secretary.

4.3 Effect of Termination.

(a) Except as provided in Section 4.3(b) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the Parties that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.



5. CONFIDENTIALITY

In the course of performing under this Agreement, each Party may receive, be exposed to or acquire Confidential Information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party. For purposes of this Agreement, Confidential Information shall not include Protected Health Information, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties, including their employees, agents or representatives (i) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (ii) shall only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement and the Underlying Arrangements, and (iii) shall advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. Notwithstanding anything herein to the contrary, each Party shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how or techniques contained in information received from each other that directly relates to the performance under this Agreement. This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of either Party, (b) which is later publicly released by either Party in writing, (c) which is lawfully obtained from third parties without restriction, or (d) which can be shown to be previously known or developed by either Party independently of the other Party.

6. INDEMNIFICATION

The Parties agree to indemnify and hold harmless each other and each other’s respective employees, directors, officers, subcontractors, agents or other members of its workforce, (each an “indemnified party”) against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions in relation to this Agreement, including failure to perform its obligations under the Privacy Regulations, the Security Regulations, or the HITECH Act, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party’s breach hereunder. The Parties’ obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.



7. MISCELLANEOUS

7.1 Integration of Terms and Conditions. This Agreement shall be and hereby is incorporated into the provisions of the Underlying Arrangements. Any provisions of the Underlying Arrangements and other related documents not inconsistent herewith shall also apply to this Agreement as if they were one and the same document. In the event of any inconsistencies as to matters addressed in this Agreement, the terms and conditions of this Agreement shall prevail.

7.2 Limitation of Liability. To the extent the Underlying Arrangements contain a provision limiting the potential liability of Business Associate, such limitation shall not apply to any damages resulting from a breach of this Agreement or otherwise contemplated by this Agreement, including but not limited to those contemplated in Section 3.1(n) or Section 6.

7.3 Relationship of Parties. Business Associate, in furnishing services pursuant to the Underlying Arrangements and other related documents thereunder, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity, as that term is defined under Federal common law of agency and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.4 Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections 4, 5, and 6 of this Agreement shall survive the termination of this Agreement indefinitely. Further, this Agreement shall survive with respect to any OHCA Entity, even after termination of the Underlying Arrangements and/or this Agreement with respect to Covered Entity, until (a) there are no remaining arrangements between Business Associate and such OHCA Entity pursuant to which Business Associate creates or receives Protected Health Information from or on behalf of such OHCA Entity, or (b) Business Associate and such OHCA Entity enter into another agreement addressing the privacy and security of such Protected Health Information.

7.5 Amendments; Waiver. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Regulations, the Security Regulations, the HITECH Act, or applicable federal or state confidentiality laws or regulations. Notwithstanding anything herein to the contrary, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of both Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

7.6 Choice of Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts excluding application of any conflict of laws principles. Business Associate hereby consents to the jurisdiction of any state or federal court of competent jurisdiction in the Commonwealth of Massachusetts for any litigation between the Parties related to this Agreement.



7.7 Interpretation; Regulatory References. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, or applicable federal or state confidentiality laws or regulations. Any reference in this Agreement to a section in the Privacy Regulations, the Security Regulations, or the HITECH Act means the section as in effect or as amended. Section titles in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

7.8 Severability. If any provisions of this Agreement are unenforceable, invalid or violate applicable law, such provisions shall be deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.

7.9 Notices. Any notices to be given hereunder to a Party shall be made via certified mail or express courier to such Party's address given below and/or via facsimile to the facsimile telephone numbers and or email address listed below:



If to Business Associate:

with a copy to:

First Point of Contact:

Name:	Name:
Title:	Title:
Address:	Address:
Town:	Town:
State:	State:
Zip Code:	Zip Code:
Phone:	Phone:
Email:	Email:
Fax:	Fax:

Second Point of Contact:

Name: _____
 Title: _____
 Address: _____
 Town: _____
 State: _____
 Zip Code: _____
 Phone: _____
 Email: _____
 Fax: _____

If to Covered Entity:

with a copy to:

Office of Compliance and Business Conduct
 109 Brookline Ave.
 Boston, MA 02215
 Suite 200
 Attn: Privacy Officer
 Fax: (617) 667-1975

Office of the General Counsel
 109 Brookline Ave, Suite 300
 Suite 300
 Boston, MA 02215
 Attn: Business Associate Agreements
 Fax: (617) 667-1736



7.10 Counterparts; Facsimiles. For the convenience of the Parties, this Agreement may be executed in two or more identical counterparts, all of which together shall constitute one agreement. One or more counterparts of this Agreement may be delivered via facsimile or email, with the intention that they shall have the same effect as an original counterpart.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the date first set forth above.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Please send a copy of the executed Business Associate Agreement to the Office of Compliance and Business Conduct:

Office of Compliance and Business Conduct

109 Brookline Ave.

Boston, MA 02215

Attn: Privacy Officer

Fax: (617) 667-1975