

SOLICITATION, OFFER, AND AWARD			1. Caption		Page of Pages		
			Patient Data Hub		1	124	
2. Contract Number		3. Solicitation Number DCTO-2008-R-0165		4. Type of Solicitation		5. Date Issued 5/22/2008	
		☐ Sealed Bid (IFB) ☒ Sealed Proposals (RFP) ☐ Sole Source ☐ Human Care Agreements ☐ Emergency		6. Type of Market			
				☒ Open ☐ Set Aside ☐ Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Bid Room, Suite 703 South Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>13-Jun-08</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Veronica Dhaness		B. Telephone (Area Code) 202 (Number) 727-8704 (Ext)		C. E-mail Address veronica.dhaness@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
		Amendment Number	Date	Amendment Number	Date		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):							
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of Medical Assistance Administration (the District) is seeking a Contractor to assist in the creation of an integrated medical care environment within the District of Columbia, the DC Department of Health (DOH), as part of its transformation grant activities. The contractor shall provide the technical and operational design and implementation of an initial, scalable central, shared Patient Data Hub (the Hub) service (as described in the MITA Framework 2.0 as a MITA Hub) with Master Patient Index (MPI), data repository and data and analytical capabilities that will allow numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric driven system. Also, the contractor shall develop a record locator service (RLS), which is necessary to assist in locating patient information dispersed among multiple entities or systems.

B.2 The District contemplates award of a Fixed Price Contract.

B.3 PRICE SCHEDULE - FIRM FIXED PRICE

B.3.1 Base Year

B.3.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit Price	Total Price
001	Planning Task I (C.3.2.1)		
002	Design Task (C.3.2.2)		
003	Development and Training Tasks (C.3.2.3)		
004A	User Manual Requirements (C.3.2.4)		
005A	Help Desk and Pilot Test Tasks (C.3.2.5)		
006A	Transition Preparation Tasks (C.3.2.6)		
007A	Acceptance Testing Tasks (C.3.2.7)		
007B	Acceptance Testing Tasks (C.3.2.7)		
007D	Acceptance Testing Tasks (C.3.2.7)		
009	Phase II of Implementation – Internal to DC Government Data (C.3.2.9)		
010	Hardware and General Licenses (C.3.10.3.10)		

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B.3.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit Price	Total Price
004B	User Manual Requirements (C.3.2.4)		
005B	Help Desk and Pilot Test Tasks (C.3.2.5)		
006B	Transition Preparation Tasks (C.3.2.6)		
007C	Acceptance Testing Tasks (C.3.2.7)		
007D	Acceptance Testing Tasks (C.3.2.7)		
008	Operational Readiness Demonstration Tasks (C.3.2.8)		

SECTION C: DESCRIPTIONS, SPECIFICATIONS, STATEMENT OF WORK

C.1 SCOPE

C.1.1 In order to make substantial progress in creating an integrated medical care environment within the District of Columbia, the DC Department of Health (DOH) seeks a Contractor to provide the technical and operational design and implementation of an initial, scalable central, shared Patient Data Hub (the Hub) service (as described in the MITA Framework 2.0 as a MITA Hub) with Master Patient Index (MPI), data repository and data and analytical capabilities that will allow numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric driven system. The Contractor shall also develop a record locator service (RLS), which is necessary to assist in locating patient information dispersed among multiple entities or systems. Use of the RLS by multiple entities will support the integration of additional selected data into the abbreviated, claims-based electronic health record (EHR) and with applications that provide an electronic clinical support tool (ECST) to medical providers.

C.1.2 The Patient Data Hub (the Hub) product shall include the following components:

C.1.2.1 The Contractor shall propose an effective and efficient methodology for the technical and operational design and implementation of interfaces from the source systems, which initially will include six (6) systems (6 community clinics that are using the same electronic medical record (EMR) system, 3 key hospitals in the District who are all one the same electronic health information system, Medicaid Management Information System (MMIS), Enrollment Broker system, External Quality Review Organization (EQRO) system and Safe Passages which includes data from IMA eligibility system and other DC Government data sources, and the capability for additional interfaces and additional systems/providers/entities (together referred to as the “Source”), to the Patient Data Hub (i.e., the “Hub”) including metadata and data conversion and record locator mechanisms. The design and implementation must allow for easy, quick and inexpensive expansion of the Source to a much wider set of health care providers (hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies etc) at later stages.

C.1.2.2 The Contractor shall be responsible for designing the Hub, whose platform will reside in a District-owned, operated, or managed facility, including record locator capability, data repository, data and analytical capabilities, MPI, and interfaces based on the methodology in C.1.2.1.

C.1.2.3 The Contractor shall provide definition of storage of data, including hub data schema, transformation schemas (including schemas for dynamic transformations on request based on the record locator mechanism) and physical data repository.

C.1.2.4 The Contractor shall provide capability for Data Matching and reconciliation components of the Hub, including but not limited to metadata and content/data reconciliation. Data matching mechanism must provide zero (or very close to zero) false positives (i.e. two records that belong to two different patients matched as belonging to one patient as these would violate HIPAA restrictions) and very low false negatives (i.e. two records that belong to the same patient are not identified as such as these would defeat the purpose of the Hub to improve medical care based on the previously accumulated medical information).

C.1.2.5 The Contractor shall provide an audit of all data transfer and data access activities of the Hub, including Read/View actions. Contractor must define a process of handling voluminous audit data and provide capability to query this data for the last 3 years within one minute and beyond the last 3 years within two hours.

C.1.2.6 The Contractor shall include user access control, authentication and authorization. Contractor must provide authentication mechanism based on the citywide MS ADAM LDAP storage for both internal (within DC intranet) and external users and authorization role-based capability based on the group structure within LDAP. In addition, general mechanism for an instance-based access control must be implemented (example: two health workers having the same roles within the system but working for different clinics/hospitals may be able to see the same information but for different patients and may not be able to see each other patients altogether).

C.1.2.7 The Contractor shall include user interface and web-service interface capability, including an operational data views with data tied to individual/specific patients, reporting based on various criteria that includes lists of multiple patients, and analytical/statistical reporting that does not include individually identifying information.

C.1.2.8 The Contractor shall provide legal support, policy support, operational project management and user management support for the entire design, development and operation, including in the organizational and IT/software areas for all activities necessary for users accessing the system and for organizations joining the process prior to them using the Hub. The Contractor shall work with the COTR to address operating rules related to governance issues, such as oversight, coordination, facilitation, management, implementation and operation of a District-wide health information network, consumer engagement and technical development.

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C. 1.2.9 The Contractor shall manage the process of obtaining the hardware and software acquisition for the District. The District will have the option to obtain the hardware and software either through the Contractor or through a separate RFP or the General Services Administration (GSA) process.

C.1.2.10 The Contractor shall provide well-documented interface specifications. These specifications must include a web-based internet interface and usability standards that can be utilized by those with various levels of comprehension and familiarity with the system. The Contractor shall provide an easy-to-use, “hassle-neutral” front end that provides the capability for all providers, including future additional providers, access to the system with minimal requirements. (For example: Internet connection, Web browser, Single-Sign on) and provide well-documented interface specifications to vendors of existing systems to build access to the Hub into their proprietary front end systems.

C.1.3 Applicable Documents

Document Type	Title	Date
Medicaid Transformation Grant Application	Comprehensive Medicaid Integration Project http://www.cms.hhs.gov/MedicaidTransGrants/02_2007awards.asp#TopOfPage	January 2007

C.1.4 Definitions

C.1.4.1 Current Procedural Terminology (CPT) is a medical code set of physician and other services, maintained and copyrighted by the American Medical Association (AMA), and adopted by the Secretary of HHS as the standard for reporting physician and other services on standard transactions. These codes may be extended by organizations utilizing proprietary codes for specific medical services.

C.1.4.2 Data Analysis and Reporting System (DARS) is the capability within the Patient Data Hub that includes a repository of specific data and provides analytic and reporting capability. This is the storage location for population health aggregated data, such as target populations, biostatistics, biostatistics’ formulas, and risk factors. A population is a group or set of individuals identified based on health care and/or environmental characteristics. Individual medical records are aggregated to form a population profile.

C.1.4.3 The Electronic Health Record-system (EHR-system) is an evolving concept defined as a longitudinal collection of electronic health information

about individual patients and populations. Primarily, it will be a mechanism for integrating health care information currently collected in both paper and electronic clinical, administrative and financial data for the purpose of improving quality of care, delivery of health care, and financial and quality oversight.

C.1.4.4 Enrollment Broker (EB): Serving as the link between the managed care delivery system and Medicaid enrollees, the enrollment broker under contract with the District of Columbia provides outreach, enrollment and education services from a single, unbiased source to Medicaid consumers about the available participating Medicaid HMOs in their area.

C.1.4.5 External Quality Review Organization (EQRO): Current federal regulations issued by the Centers for Medicare and Medicaid Services (CMS) obligate states to develop a written strategy for assessing the quality of care for Medicaid beneficiaries in managed care plans. These regulations require the District to adopt standardized methods for quality review activities, specify mandatory and optional quality review activities, and provide specific protocols for conducting quality reviews. The District Medicaid agency contracts with an external quality review organization (EQRO) to conduct quality-of-care studies, perform mandatory review activities, such as determining managed care organization (MCO) compliance with federal managed care regulations or validating quality improvement projects completed by MCOs, conduct focused studies and other optional activities, serve as technical resources; and consolidate quality review findings into a comprehensive annual report.

C.1.4.6 Health Information Exchange (HIE) is an electronic infrastructure for sharing clinical, financial and administrative health care information across care settings (physician offices, hospitals, pharmacies, etc., providers and purchasers/payers, including Medicaid.

C.1.4.7 Health Level Seven (HL7) is an international community of healthcare subject matter experts and information scientists collaborating to create standards for the exchange, management and integration of electronic healthcare information. HL7 promotes the use of such standards within and among healthcare organizations to increase the effectiveness and efficiency of healthcare delivery for the benefit of all.

C.1.4.8 The Hub includes the Patient Data Hub, the record locator capability, data repository, data and analytical capabilities, MPI, and interfaces with sources.

C.1.4.9 International Classification of Diseases 9 (ICD 9) is a listing of diagnoses and identifying codes for reporting diagnosis of patients identified by physicians. The coding and terminology provide a uniform

language that will accurately designate primary and secondary diagnosis and provide for reliable and consistent communication.

C.1.4.10 International Classification of Diseases 10 (ICD 10) is the 10th version of the International Statistical Classification of Diseases and Related Health Problems. It was formalized in 1893 as the Bertillon Classification or International List of Causes of Death. This revision contains the classification at the three- and four-character levels, the classification of the morphology of neoplasm, special tabulation lists for mortality and morbidity, definitions, and the nomenclature regulations. See also C.1.4.1 and C.1.4.7

C.1.4.11 Information Technology (IT) encompasses all forms of technology used to create, store, exchange and utilize information in its various forms including business data, conversations, still images, motion pictures and multimedia presentations.

C.1.4.12 Medicaid Information Technology Architecture (MITA) and framework is required as a part of any Advance Planning Document submitted to vendor. MITA is comprehensively described at www.cms.hhs.gov.

C.1.4.13 Medicaid Management Information System (MMIS): The District's MMIS adjudicates Medicaid claims and processes encounter data for the Medicaid program.

C.1.4.14 The Master Patient Index (MPI) is created to avoid the danger of individual patient data being kept under more than one identification number. The MPI maintains a central index to uniquely identify patients across many systems. The MPI includes capability to make a call on any set of patient records if they all belong to the same physical person or not.

C.1.4.15 Patient Data Hub (PDH) service (as described in the MITA Framework 2.0 as a MITA Hub) will allow numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric system.

C.1.4.16 Penetration Testing: A method of evaluating the security of a computer system or network by simulating an attack by a malicious user. The process involves an active analysis of the system for any potential vulnerabilities that may result from poor or improper system configuration, known and/or unknown hardware or software flaws, or operational weaknesses in process or technical countermeasures. The intent of a penetration test is to determine feasibility of an attack and the amount of business impact of a successful exploit, if discovered.

C.1.4.17 Safe Passages: An intranet-based application that enables participating agency caseworkers, with proper authorization, to view cross-agency client information, facilitates collaboration between workers serving the same client or family, facilitates data cleansing and reconciliation as part of the regular agency business process, provides the foundation for the implementation of common client intake, assessment and referral functions across the District, and uses industry-leading application server, database, portal and business process support software to satisfy functional requirements and enable quick, cost-effective infrastructure.

C.1.4.18 Source: The Source includes: six (6) community clinics chosen by MAA that are utilizing the same electronic medical record system; three hospitals chosen by MAA that are using the same electronic medical record or information system; the Medicaid Management Information System; External Quality Review Organization; Enrollment Broker; and Safe Passages.

C.1.4.19 Systematized Nomenclature of Medicine (SNOMED) is a standardized vocabulary system for medical databases. Current modules contain more than 144,000 terms and are available in at least 12 languages. SNOMED has potential to become the standard vocabulary for speech recognition systems and computer-based patient records.

C.2 BACKGROUND

C.2.1 Medicaid Transformation Grant

C.2.1.1 DOH will use Medicaid Transformation Grant funds to integrate patient data so DOH can expand its ability to perform analysis on all populations and individuals served by the Department and those who are served by other organizations participating in this effort, including 6 initial systems (i.e., the Source) (6 community clinics that are using the same electronic medical record (EMR) system, 3 key hospitals in the District who are all on the same system, Medicaid Management Information System (MMIS), EQRO system, Enrollment Broker System and Safe Passages and the capability for additional interfaces and additional systems/providers/entities,. The Medicaid Transformation Grant (MTG) funded Hub will improve quality in medical decision making through secure exchanges of accurate and comprehensive patient health information and through patient-centered and outcome driven analytical capabilities. Under the current system, patients' medical records cannot be accessed when seeking care at multiple clinics, emergency rooms and other health facilities, patients are asked to fill medical history forms multiple times at multiple locations and prior test results often are unavailable and trends are not evident. These inefficiencies are not only costly but, in many cases, can negatively impact patient's care and health. Examples include duplicated

tests that result in additional cost with no benefit to the patient, conflicting prescriptions that can increase cost but more importantly can cause harm to the patient through drug interactions, including the possible loss of life, and inefficiencies or inadequacies in management of chronic illnesses as a result of seeking care from multiple care providers (conflicting treatment approaches and/or increased cost). Dearth of cross-provider medical information flow also makes it very difficult to calculate analytical trends properly and identify medical and other correlations.

C.2.2 Goals and Objectives

MAA's goals include contracting with an organization that:

C.2.2.1 Has a comprehensive knowledge of legal, regulatory, policy and technical components of electronic health records systems, health information exchange, the IT systems architecture, IT hardware, business processes and connectivity necessary to support them.

C.2.2.2 Draws upon its experience with needs requirements for implementation of electronic health information exchanges, Master Patient Indexes, IT systems with analytical and reporting capability and repository and to make use of information obtained from previous reports, other relevant baseline documentation, and previous District work under the MTG activities.

C.2.2.3 Uses an iterative and collaborative process to encourage active participation by the project stakeholders and subject matter experts.

C.2.2.4 Coordinates periodic reviews of the material and deliverables before their completion in order to reduce the likelihood of rework. The District Medicaid Transformation Grant COTR, the project lead, subject matter experts, and as determined by the Medicaid agency, designated project stakeholders, shall be active participants in the reviews.

C.2.2.5 Has the organizational capability and capacity to manage financially and operationally a project of this magnitude with an established organizational structure to manage the technical, operational, management and policy specifications and decision making process. The organization must have demonstrated experience in industry standard interface and messaging protocols, data-driven, component based architecture, metadata and modularity. The organization must have a team of professionals with skills such as systems integrator, project and program management, training, data, interoperability, design, development and implementation. The key personnel, which must have experience with detailed work plans, design workflow, reaching milestones and using tools such as Microsoft project management in an e-health information technology and/or e-health

information exchange environment, shall include an executive responsible for the overall project, a technical implementation task manager, a legal/policy lead, systems analysts, business analysts, JAD facilitators and scribes.

C.2.3 Medicaid Information Technology Architecture

C.2.3.1 The District is committed to working toward Medicaid Information Technology Architecture (MITA) alignment in these transformation efforts. The MITA depends on a Master Patient Index, with the means to access and share that information across a distributed, heterogeneous and multi-organizational environment.

C.2.3.2 Contractor shall provide comprehensive documentation on the project roadmap and the final product. This documentation shall include description of business, legal, application, data, implementation and deployment, and other artifacts, processes and lessons learned. Documentation shall be web-site usable.

C.2.3.3 Contractor shall align with MITA framework and coordination with the current and new MMIS (in re-procurement process) and other data related initiatives is required. For example, MAA will utilize the Hub to provide comprehensive reconciled data for in-depth managed care analysis and management for its Medicaid managed care population. Although this initiative is outside of the Hub project scope, the Hub project must provide required reconciled data and proper interfaces (both UI and web services) for these efforts by MAA.

C.2.4 Synergies with Other District Projects

C.2.4.1 The District has funded and established a Client Information Integration Initiative (i.e., Safe Passages) within the Human Services Modernization Program of the DC Office of the Chief Technology Officer (OCTO). This program is focusing on resolving the data integration, organizational and legal issues related to client/patient matching and reconciliation, and user access control and audit. The long term goal is an integrated and reconciled cross-organizational view of government services being provided by DC for the patient/client. This integration solution will be of benefit in this Medicaid-focused medical data project, lowering the risk and speeding up path from project initiation to successful completion. Six DC Health Centers are participating in the DC-funded pilot Electronic Medical Record project, in part intended to demonstrate how 52 clinics (operated by 14 separate organizations) in the District of Columbia can benefit from an EMR system. The individual clinic EMRs will serve as one of the sources to the Hub. First implementation of the EMRs will start in 2008.

C.2.4.2 The Hub must also link with the NCA-RHIO, which is currently in the design phase. Contractor must develop and implement an ongoing process for coordination and feedback with NCA- RHIO.

C.3 REQUIREMENTS

C.3.1 Technical Capability Requirements

The Contractor shall provide a program for accomplishing the goals of this RFP to initially link the components of the Source, through web based technology and network connectivity to develop and deploy the health information exchange in the District. The Contractor shall also provide the capability for other providers and entities to interface with the program in the future. The program presented must be based on open interface standards allowing interoperability with various products and solutions, including future expansion, and must address all requirements identified in this RFP.

C.3.1.1 Technical Diagrams and Written Descriptions

The Contractor shall provide the following technical diagrams and written descriptions:

C.3.1.1.1 The Contractor shall provide high-level technical diagrams with a description of the proposed program in order to demonstrate the interconnectivity of all the components. At a minimum, both logical and physical (deployment) diagrams must be provided by the Contractor, along with a data flow diagram. The diagrams must clearly identify program components, technologies, and the products used to build both the components and future expansion path, as necessary.

C.3.1.1.2 The Contractor shall provide an overall technical architecture diagram with a description and purpose of each component identified in the diagram including, but not limited to servers, firewalls, routers, switches and security layer(s), network technologies for land lines, Local Area Networks (LANs), Wide Area Networks, (WAN), fax, wired and wireless transmission media (twisted wire, cable, fiber optic, infrared, light, radio, microwave, satellite, Broadband air cards, Wi-Fi, Blue Tooth) and electronic devices such as Personal Computers (PCs), laptops, tablet PCs, Personal Digital Assistants (PDAs), Smartphone, etc.

C.3.1.1.3 The Contractor shall provide a technical architecture diagram of the interoperability program containing a description and purpose of each component identified in the diagram and mapping

of software components and their functions to the hardware components.

C.3.1.1.4 The Contractor shall provide a separate table listing software and equipment, detailing specifications for each item to be purchased by the District in order to successfully implement the proposed program. The purpose of each item must be also provided.

C.3.1.1.5 The Contractor shall provide a written description of a program that allows users to access the web-based rules-based query engine to query and display results from the various data sources identified throughout this document which shall be governed by end user credentials, rights and privileges.

C.3.1.1.6 The Contractor shall provide a detailed description of the program process and support activities (release schedule, communication, and training).

C.3.1.1.7 The Contractor shall describe in detail any components of the program certified through the Certification Commission for Healthcare Information Technology (CCHIT).

C.3.1.1.8 The Contractor shall provide a written, detailed description of:

C.3.1.1.8.1 how the technical architecture enables the integration of third party software, including, but not limited to, practice management systems, governmental agency systems, and private payer systems,

C.3.1.1.8.2 any current third party connectivity/integration with the program (e.g., formulary and prescribing services, practice management systems, decision support providers, laboratory systems and other functional components),

C.3.1.1.8.3 future plans for strategic partnerships that involve its program,

C.3.1.1.8.4 how the proposed methodology for the technical and operational design and implementation of interfaces complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules requirements (45 C.F.R. Parts 160, 162 and 164), Medicaid privacy and security, and other federal and District privacy and security legal or regulatory requirements. The Contractor shall refer to the HIPAA Privacy and Security Rules for

additional details regarding specific items. The Contractor shall also sign the Business Associate Agreement, agreeing to safeguards that must be in place including but not limited to security, management, risk analysis, risk management, sanction policy, information system activity; access authorization, access establishment and modification, security awareness and training, and protection from malicious software. Physical safeguards shall include facility access controls, contingency operations, facility security plans, and access control and validation procedures. The Contractor shall establish specific technical safeguards that include but are not limited to: access controls; integrity controls and encryption and audit.

C.3.1.2 Implementation

C.3.1.2.1 Contractor shall design a Master Patient Index (MPI) and the Hub, including metadata, record locator mechanism, data repository and data and analytical capabilities so the District can implement in phases to ultimately achieve a working, enhanced modular system that is interoperable, and that has predictive modeling and other enhanced capabilities that may be available to the Department.

C.3.1.2.2 The phases of implementation will be determined by the District. There shall be a Planning Task, a Design Task, a Development and Training Tasks Phase I, and an Implementation-Internal to DC Government Data Phase II. The work performed within each of the phases will very likely overlap, based on the Contractor's proposed work plan and as approved by the Department. This will provide the Contractor with the opportunity to schedule the work effort to complete the tasks of each phase in the most efficient and timely way.

C.3.2 Tasks and Phases of the Project Requirements

Working cooperatively with MAA, Contractor shall define implementation phases and describe, in a written plan to MAA, the requirements specified by the Department. Key timelines for each phase shall also be provided. MAA retains final authority to determine implementation phases and requirements.

C.3.2.1 Planning Tasks Requirements:

C.3.2.1.1 The Contractor shall adhere to the established District protocols for project management, reporting standards, and communications throughout the contract and Contractor shall adhere to the established protocols.

C.3.2.1.2 The Contractor shall finalize the work plan and timeline and provide documentation of alignment with MITA framework.

C.3.2.1.3 Contractor shall provide orientation to the users on the Contractor's approach to requirements definition and provide detailed requirements analysis of Implementation Phase I activities and review Implementation Phases II activities with the District.

C.3.2.1.4 Contractor shall submit a proposed alignment with MITA, Safe Passages and coordination with the re-procured MMIS. This proposed alignment shall include an assessment and documentation of the MAA business processes and those directly affected by the development of the Hub.

C.3.2.1.5 Contractor shall work with the Department to establish project management and reporting standards and communication protocols.

C.3.2.1.6 Contractor shall provide an overview of the Contractor's approach to requirements definition and provide District access to a modular system(s) to facilitate user understanding of the MPI and the Hub during the Requirements Analysis task and a framework for directing the changes needed to meet contract requirements.

C.3.2.1.7 Contractor shall demonstrate to the District the capabilities of the system, including modularity and interoperability.

C.3.2.1.8 Requirements Analysis Sessions

C.3.2.1.8.1 Contractor shall be required to organize and schedule Requirements Analysis Sessions. Participants in the Requirements Analysis Sessions shall identify requirements for functions, data, system tables, and the processing architecture.

C.3.2.1.8.2 The Requirements Analysis Sessions shall be attended by lead District users, District technical staff and other District contractor staff and personnel.

C.3.2.1.8.3 Contractor shall provide a facilitator to lead the District users, District technical staff and other District contractor staff and personnel through the Requirements Analysis sessions.

C.3.2.1.8.4 Contractor shall provide a scribe to document discussions during Requirements Analysis sessions.

C.3.2.1.9 Contractor shall analyze the DC government source data available and confirm intended usage by the Department to determine where and whether the data should be stored in the data repository within the Hub.

C.3.2.1.10 Contractor shall conduct walk-through demonstrations of all interim and final task deliverables to enhance District understanding and facilitate the approval process. Prepare a comprehensive and detailed statement of requirements for the Hub, for tracking throughout the Hub development effort.

C.3.2.1.11 Contractor shall submit periodic written status reports (either weekly or bi-weekly) on the progress of tasks against the approved work plan, as well as assist in identifying key performance-based business factors. The frequency of these reports shall depend upon the Phase as determined by the COTR and are detailed in Section F.

C.3.2.1.12 Contractor shall provide all deliverables in accordance with Section F on time, including but not limited to Facility Plan, Staffing Plan, Training Plan, Revised Requirements Analysis Document (Detailed Implementation Plan), Alignment with MITA, Safe Passages and coordination with the re-procured MMIS Plan.

C.3.2.1.13 Contractor shall ensure proper installation of the hardware, software, and the data repository, and the development of the data model and the modular system. Contractor shall establish a secure interoperable connection to the Source.

C.3.2.1.14 Contractor shall establish the process of validation, cleaning and scrubbing of the source data as a part of the overall integration process.

C.3.2.1.15 Contractor shall install system-monitoring tools that indicate:

C.3.2.1.15.1 length of jobs;

C.3.2.1.15.2 number of queries,

C.3.2.1.15.3 scope, status and duration of jobs; and

C.3.2.1.15.4 installed query tools.

C.3.2.1.16 Contractor shall train the Power users, staff and Contractors in the use of the tools.

C.3.2.1.17 Contractor shall train all users on the full functionality of the system.

C.3.2.1.18 Contractor shall draft and implement a Project Work Plan (which shall be approved by MAA) describing in detail how the project will be managed to successful completion. The Project Work Plan shall detail:

C.3.2.1.18.1 project organization,

C.3.2.1.18.2 staff roles and responsibilities,

C.3.2.1.18.3 project objectives, and

C.3.2.1.18.4 stakeholder involvement.

C.3.2.1.19 In addition to the Project Work Plan, Contractor shall formulate:

C.3.2.1.19.1 project schedule,

C.3.2.1.19.2 project staffing plan,

C.3.2.1.19.3 risk management plan,

C.3.2.1.19.4 workspace and facilities plan,

C.3.2.1.19.5 communications plan, and

C.3.2.1.19.6 knowledge transfer strategy and plan.

C.3.2.1.20 Contractor shall define specifications and data elements to establish the interfaces with the Source systems, Web Portal User Interface (UI), and web services interfaces.

C.3.2.1.21 Contractor shall ensure User Access, Authentication and Authorization.

C.3.2.2 Design Tasks Requirements

Contractor responsibilities for the Design Tasks include:

C.3.2.2.1 Conduct regular design meetings with District-designated staff, contractors and stakeholders to confirm the design approach to providing system capabilities that adhere to the requirements.

C.3.2.2.2 Provide the approach for the data repository design, the Hub design, the Hub interfaces design and MPI design, review and finalize design options for meeting approved requirements finalized for each phase, provide approach to use of tools for analysis and presentation of data, provide conceptual structure of databases, interfaces and HUB, provide samples of pre-defined queries available to the user, provide samples of reports, provide samples of predictive modeling capability in the data repository and provide approach to data aggregation for each phase.

C.3.2.2.3 Assist the Department staff in becoming familiar with the full range of capabilities for data access and manipulation, and provide assistance in proposing modifications of the modular system to meet the Department's requirements.

C.3.2.2.4 Analyze data sources and confirm intended usage of the data and finalize approach to and gain District approval of data repository structure and loading process for the required data for each phase.

C.3.2.2.5 Design the functions, system tables, and the processing architecture to meet the requirements of the negotiations and contract as finalized in the Requirements Analysis document approved by the District. Make a final recommendation on the process of data transfer in order to populate the data repository with the necessary historical data and on-going data. Any enhancements done between bid and implementation will be included (i.e., the most modern "version" will be provided at time of operation).

C.3.2.2.6 Conduct walk-through demonstrations of all interim and final task deliverables to enhance District understanding and facilitate the approval process and conduct weekly status meetings with the Project Director and designated MAA staff, contractors and stakeholders

C.3.2.2.7 Submit bi-weekly (at the requirements state) and weekly (at the implementation stage) written status reports on the progress of tasks against the approved work plans and prepare design documentation that address technical, policy and operational aspects of the project.

C.3.2.2.8 As part of Design Tasks:

C.3.2.2.8.1 Contractor shall document all data definitions, prepare data mappings to show how the data comes into the Hub and interfaces required, develop data editing rules to provide up-front editing and develop rules for exception handling in the event that non-standard data is found or data transfer process can not be completed because of failure in software, hardware, or network.

C.3.2.2.8.2 Contractor shall define the balancing procedures to ensure that the data is in balance with the source that provided the data, and specify details the transmission medium and procedures to support rapid delivery and transformation of the data.

C.3.2.2.8.3 Contractor shall document how the data shall be used including the data indexing, aggregation, and summarization capabilities to be installed.

C.3.2.3 Development and Training Tasks Phase I Requirements:

C.3.2.3.1 Contractor shall receive data from the Source, prepare test plans and perform Unit and Integration Testing to include but not be limited to testing of the:

C.3.2.3.1.1 Web Portal,

C.3.2.3.1.2 User Access, Authorization and Authentication,

C.3.2.3.1.3 Connectivity to Data Resources,

C.3.2.3.1.4 Functionality of Required Components,

C.3.2.3.1.5 Validating Integration of Components,

C.3.2.3.1.6 Approve or Reject Testing and Integration of Components, and

C.3.2.3.1.7 Operations monitoring and other functions.

C.3.2.3.2 Contractor shall submit Training Materials, Documentation, and finalize the training schedule and plan.

C.3.2.3.3 Contractor shall purchase, on behalf of the District, hardware, software, database, infrastructure systems and relevant policy for operations documentation.

C.3.2.3.4 Contractor shall develop a Training Plan that includes training goals and requirements based on the various end users of the project and include training timelines for end users

C.3.2.3.5 Contractor shall create:

C.3.2.3.5.1 Hands-on training materials that are easily understood by both trainers and trainees and with the end user in mind, and

C.3.2.3.5.2 Self-directed, computer-based training curriculum/modules that will be available via internet.

C.3.2.3.6 Contractor shall be responsible for scheduling training, including scheduling of venues.

C.3.2.3.7 Contractor shall provide a process and the products necessary to update the computer-based training curriculum and modules.

C.3.2.3.8 Contractor shall conduct training.

C.3.2.4 User Manual Tasks Requirements:

Contractor shall develop a user manual and online help features to guide end-users step-by-step. The manual must include navigation instructions, menu selections, error messages, and detailed instructions on how to perform system tasks. This Manual must be approved by MAA and the Contracting Officer Technical Representative (COTR).

C.3.2.5 Help Desk and Pilot Test Tasks Requirements:

C.3.2.5.1 Contractor shall provide a Help Desk that shall include facilities, management software or system, and Process and Procedure web-based Manuals. The Contractor shall be responsible for providing a toll-free Help Desk phone number and end user support service beginning with the initiation of the Pilot Test through the end of the transition period that will address policy and operational issues as well as technical clarifications. The responsibility for the operation of the Help Desk remains with the Contractor until formal handover at the conclusion of the project. The Help Desk shall be available for MAA staff, the end-users as well as the other designated District agencies. Core hours for the Help Desk will be 7:00 am to 7:00 pm EDT/EST. Contractor shall be required to complete the following activities with respect to the Help Desk:

C.3.2.5.1.1 Define and document Help Desk processes and procedures.

C.3.2.5.1.2 Staff the Help Desk to meet the support needs of users during pilot and transition and operate and manage Help Desk operations during pilot and transition.

C.3.2.5.1.3 Establish acceptable response time to problems reported and report weekly on response times, problems encountered and solutions.

C.3.2.5.1.4 The Help Desk will be responsible for documenting user technical, policy and operational problems, providing assistance where possible, and referring outstanding problems to the infrastructure support team, the application development team, or other resources required to resolve the user's problem. The Help Desk will be responsible for monitoring the resolution of problems and escalating problems that are not being addressed in a timely manner.

C.3.2.5.2 The Contractor shall complete Pilot Test Tasks that focus on coordinating, planning and implementing the pilot test plan of the MPI and PDH, including interoperability. In collaboration with the District, the Contractor shall further define electronic capability, pilot training, implement pilot information and access management. The Contractor shall execute "pilot agreements" as designed by the District and in collaboration with the District, define performance and problem resolution guidelines (based on problem severity) to be used during pilot testing.

C.3.2.5.3 The Contractor shall monitor performance and identify technical, operational and policy problems, evaluate system reliability and performance, modify the system and provide policy clarification documentation to address technical, operational and policy problems discovered during the pilot and obtain acceptance of product by District in a collaborative approach that includes as appropriate District designated staff/Contractors and stakeholders.

C.3.2.6 Transition Preparation Tasks Requirements

Contractor shall be responsible for Transition Preparation Tasks, including knowledge transfer from Contractor to MAA and other designated District staff, contractors and stakeholders. This shall include Contractor scheduling training, preparation of a transition plan detailing the roles and responsibilities for both the District and contractor staff, and coordinating and attending meetings as necessary to facilitate the Transition of the Hub

C.3.2.7 Acceptance Testing Tasks Requirements:

C.3.2.7.1 The Contractor shall conduct testing of each component of the Hub. During the testing, the Contractor shall support user acceptance tests or retests of each component for each phase.

C.3.2.7.2 For the Acceptance Testing Task Contractor shall:

C.3.2.7.2.1 Develop a system test plan for each phase, perform an integrated test of the entire system for that phase, provide integrated system test results, review findings, and present results for each phase and correct all problems identified during user acceptance testing and provide for retesting. Testing includes technical, systems and policy/operational parameters in order to validate operational rules of engagement at each phase.

C.3.2.7.2.2 Execute and deliver results of the user acceptance tests or retests for each phase, execute routine updates of data during user acceptance tests to test update processes and ongoing operation during the update process, and complete the load of any required data which is needed to begin operations for each phase, after the completion of testing. Policies and operational related specifications which are needed for each phase in order to validate operational rules of engagement shall be updated and executed.

C.3.2.7.3 Finalize the turnover plan of the Hub for each phase and submit bi-weekly written status reports on the progress of the tasks

against the work plan, including technical, operational and policy components.

C.3.2.8 Operational Readiness Demonstration Tasks Requirements:

C.3.2.8.1 Contractor shall conduct an operational readiness test to demonstrate that the system performs as contractually required in accordance with the Contract and that the system is secure, operating as appropriate, and that the capability for additional users, such as MAA's new MMIS, exists. The Contractor shall also conduct Penetration Testing for the Hub.

C.3.2.8.2 Operational Readiness Demonstration Tasks

Contractor responsibilities for the Operational Readiness Demonstration Tasks include:

C.3.2.8.2.1 Deliver all technical, operational and policy documentation.

C.3.2.8.2.2 Provide full user and system technical, operational and policy documentation for all phases of the contract, and update documentation already submitted with any changes made during subsequent phases of the implementation.

C.3.2.8.2.3 Perform Operational Readiness Test and demonstrate that all components perform their required functions in the time frames finalized in the implementation and all policy parameters established are complied with.

C.3.2.8.2.4 Contractor shall conduct an Operational Readiness Test that demonstrates that:

C.3.2.8.2.4.1 System performs as contractually required,

C.3.2.8.2.4.2 All policy and operational parameters are in place and clear to participants,

C.3.2.8.2.4.3 All source interfaces are secure and operate as planned,

C.3.2.8.2.4.4 The MPI and the Hub perform the activities required, including record locator capability and internal data repository; and

C.3.2.8.2.4.5 The capability for additional interfaces, such as the new MMIS, exists.

C.3.2.8.2.5 Contractor shall validate the scheduled updating of the data repository with updates (MMIS, Safe Passages) in close to “real-time” mode.

C.3.2.8.3 Contractor deliverables for the Operational Readiness Demonstration Tasks includes demonstration of Operational Readiness technical, operational and policy documentation as required by the District.

C.3.2.9 Phase II of Implementation- Internal to DC Government Data - shall include the following tasks:

C.3.2.9.1 Populating the data repository with additional MMIS data (i.e., additional historical files and/or additional files) and internal District government data through Safe Passages that is external to Medicaid,

C.3.2.9.2 Extracting of data submitted to the Hub, including but not limited to MMIS data, enrollment broker data, EQRO data, and Safe Passages data and provide aggregated data and analytical tools to Medicaid program advisors.

C.3.2.9.3 Developing, in coordination with the Department, the queries and reports to populate the libraries for Phase II and identifying summary tables to support EIS users.

C.3.2.9.4 Training all users, staff and Contractors, including additional power users, analysts, and EIS users, implementation of Pilot Test Plan, assessment of capabilities and training.

C.3.2.9.5 Developing and negotiating business agreements, including security processes.

C.3.2.9.6 Problem Resolution and coordination of business agreements.

C.3.2.9.7 Conducting pilot-user training, providing pilot support, monitoring performance and identifying problems, evaluating system reliability and performance, modifying the system to address problems discovered during the pilot and meeting adoption level as specified by the District.

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C.3.2.9.8 Ongoing Support/Maintenance, including toll-free Help Desk, Training and Problem Resolution.

C.3.2.9.09 System Warranty and Maintenance and trouble shooting.

C.3.2.9.10 Estimate of magnitude of patient record matching issues.

C.3.2.9.11 Contractor shall provide and maintain resources to support implementation, including staff, hardware/software and any other resources to be used for the project. Contractor has a dedicated project manager.

C.3.2.9.12 Data exchange piloted at initial 3 hospitals and 6 clinics with data feeds established.

C.3.3 Data Migration Requirements

The Contractor shall establish a process of populating the central or virtual MIIS-based enterprise electronic health records repository with patient information from Medicaid, all DOH agencies through Safe Passages, and other District government agencies through Safe Passages. The process should be able to handle both initial large scale loading that may be repeated several times as necessary and the incremental data loading for data updates done in the close-to-real-time mode

C.3.4 Application Reports Requirements

C.3.4.1 The Contractor shall establish reports and ad hoc analysis capabilities to monitor the outcome measures described above, as well as any other data available within the integrated enterprise system.

C.3.4.2 The Contractor shall complete project documentation with final recommendations.

C.3.5 Production Environment Requirements

The Contractor shall establish the operating environment for the integrated systems, which will initially include Source data to the Patient Data Hub (the Hub) including metadata and data conversion and record locator mechanisms. The design and implementation must allow for easy expansion of initial sources to a much wider

set of health care providers (hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies etc) at later funded stages of the project.

C.3.6 Test Environment Requirements

C.3.6.1 Application Testing:

Immediately upon approval of the requirements and the design document, the Contractor shall begin development of the Test Plan, Test Scenarios, and Test Scripts. The Contractor shall consult with the DC Project Management Team as to the test priorities and shall modify the Test Plan as needed to reflect the impact of any Change Orders as they occur. All testing will conform to the OCTO/[x] SMP standard system testing policies and procedures. At a minimum, testing will include:

C.3.6.1.1 Unit testing will be performed by the Contractor as appropriate. These tests must stress the most discrete decision processes of a software program to determine if the actual code structure is correct, the code functions as designed, the application operates correctly, and the appropriate operational and policy parameters have been established and incorporated. Unit testing will include penetration testing.

C.3.6.1.2 The Contractor shall perform Integration testing. These tests will verify the integration of the various modules in the Application and test external interfaces such as data transfers to other District systems. These tests will provide comprehensive, “wall-to-wall” validation of all system functions.

C.3.6.2 The Contractor shall support User Acceptance Testing. These tests will verify that the application will produce the desired results/output and the appropriate business processes are designed and are in place. This testing will be an “end-to-end” test covering all processes from initial input to final output. These tests, via scripted scenarios, will demonstrate the suitability of the customized application to business processes from inception to conclusion, including both automated and manual procedures.

C.3.6.3 The Contractor shall support Independent Verification and Validation (IV&V) testing performed by an independent entity. Like User Acceptance testing, these tests will verify that the application will produce the desired and expected results/output and the necessary operational and policy parameters have been established, documented and incorporated. This testing will be an “end-to-end” test covering all processes from initial input to final output. These tests will also consist of validation of data conversion and integrity, and system performance.

C.3.6.4 The Contractor shall perform the appropriate Unit and Integration Testing necessary, including testing of record locator, to certify that the application is ready for User Acceptance Testing and IV&V. Test Incident Reports (TIRs) will be used to document instances when the application does not perform as expected. The Contractor shall review the TIRs and implement the appropriate solution. Once a solution has been implemented, the application will be retested until all tests produce satisfactory results. Please note that the successful completion of User Acceptance Testing and IV&V will be preconditions for the Project Management Team's decision to proceed with system deployment. Therefore, if the Contractor is unable to satisfy these testing preconditions, the District will provide notice to the Contractor that system deployment will not occur.

C.3.7 User and System Administration Documentation Requirements

C.3.7.1 The Contractor shall provide customized User Manual(s) 5 working days prior to the start of the User Acceptance Testing. User Manual(s) shall be organized by role and/or workflow. The manuals shall include screen shots of the application and shall be in Microsoft Word format. The Contractor shall also provide hard copies (bound) of the manual for reference by the users. The Contracting Officer Technical Representative (COTR) will review and approve the User Manual.

C.3.7.2 The Contractor shall provide the appropriate system technical, operational and policy administration documentation for system interfaces, system security, hardware and software specifications, and database schema with definitions. The Contractor shall provide documentation for any or all patches, hot-fixes, and/or updates that have been applied to the System at the time of deployment. All documentation shall be submitted using Microsoft Word.

C.3.8 Support/Maintenance Requirements

C.3.8.1 The Contractor shall be responsible for maintaining the Hub through a transition period and providing assistance in solving problems, including but not limited to malfunctions in software applications, operating systems and systems hardware, policy and operational parameters, and shall provide assistance to District staff/ Contractors and stakeholders in providing solutions to these problems. All calls received are handled in a timely manner.

C.3.8.2 The operational activities that will be performed by the Contractor throughout the life of the contract include but are not limited to, periodic reports, to be defined during the implementation phases, on system performance and usage.

C.3.8.3 Contractor responsibilities for the Operational Task include:

C.3.8.3.1 Providing staff and software resources, interfacing with external organizations, updating and maintaining technical, operational and policy documentation, and maintenance and modification of documentation, software and environment

C.3.8.3.2 Monitoring of system performance and performing required modifications.

C.3.9 Turnover Requirements

C.3.9.1 MAA will specify turnover requirements for the Contractor that will provide for a complete, low-risk, orderly, and transparent transition to the District or its successor Contractor. The Contractor shall abide by the requirements.

C.3.9.2 As described in Section H, District responsibilities for the Turnover Task include:

C.3.9.2.1 Approve the Contractor's turnover plan; and

C.3.9.2.2 Coordinate turnover activities.

C.3.9.3 Contractor responsibilities for the Turnover Task include:

C.3.9.3.1 Planning, documentation transfer of all District-owned databases, data structures, data, systems and programs; processes and documentation

C.3.9.3.2 Submission of a turnover plan and implementation and management for a limited period of time

C.3.9.3.3 Obtaining approval by CMS before determined completed

C.3.10 Interface Requirements

C.3.10.1 Operations and Business Processes Requirements

The Contractor shall:

C.3.10.1.1 Work with stakeholders designated by the District to develop agreements among them on data sharing, security and confidentiality, governance and administration of the Hub.

C.3.10.1.2 Establish identity maintenance management procedures to maintain data quality and to synchronize data across all organizations.

C.3.10.1.3 Establish system of user authentication, system function authorization, and administration capabilities to ensure data access is guided by the data sharing and access agreements defined between all participating organizations as directed by DOH.

C.3.10.1.4 Establish data quality management capabilities to ensure client data reflects continuing validation efforts from both new information generated internally within the enterprise (e.g., new address reported by one facility) as well as external sources (e.g., post office address change notices) on all key demographic information.

C.3.10.1.5 Describe how the proposed solution complies with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule requirements (45 C.F.R. Parts 160, 162 and 164), Medicaid privacy and security and other federal and District privacy and security legal and regulatory requirements. The Contractor should refer to the HIPAA Security Rule for additional details regarding specific items and also sign the Business Associate Administrative safeguards that must be in place including but not limited to security, management, risk analysis, risk management, sanction policy, information system activity; access authorization, access establishment and modification, security awareness and training, and protection from malicious software. Physical safeguards include facility access controls, contingency operations, facility security plans, and access control and validation procedures. The Contractor shall establish specific technical safeguards that include but are not limited to: access controls; integrity controls and encryption and audit.

C.3.10.1.6 The proposed solution must ensure consistent terminologies, data accuracy, and semantic interoperability through compliance with health care transaction standards, standard vocabularies, and code sets. The solution must support reference to standard and local terminologies ensuring consistent use of vocabulary. Examples of terminologies include LOINC, SNOMED, applicable ICD, CPT and messaging standards such as X12 and HL7. Maintenance of any utilized standards must be ensured and solutions must incorporate current terminologies and code sets utilized by the District.

C.3.10.1.7 Security and Privacy Infrastructure: A key requirement is the creation of accepted data sharing agreements necessary to enable access to patient data. The first agreements will cover the sharing of patient medical records data among providers, including Medicaid recipient medical records serving the same patient within the initial health centers and hospitals involved in this project. The next agreements, which are beyond the scope of this initiative; however, the capability must exist, to add access through the Master Patient Index system to patient and client individual and demographic data from other providers and other key DOH medical data systems beyond those accessed through Safe Passages.

C.3.10.2 Software and Hardware Interface Requirements

Contractor shall propose an effective and efficient methodology for the technical and operational design and implementation of an interface system that shall:

C.3.10.2.1 Provide interfaces from the Source systems, and the capability for additional interfaces and additional systems/providers/entities, to the Hub including metadata and data conversion and record locator mechanisms. The design and implementation must allow for easy expansion of initial sources to a much wider set of health care providers (hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies etc) at later funded stages of the project.

C.3.10.2.2 Provide for the Hub, whose platform will reside in a District owned or operated/managed facility, record locator capability, data repository, data and analytical capabilities and interfaces based on the methodology in C.3.2.

C.3.10.2.3 Provide connections to source systems, collect data from them, and allow data consumers to get at the data utilizing various methods. Specifically, clinicians with existing EMR products should have data appear seamlessly in existing primary applications utilizing “push/pull” capabilities.

C.3.10.2.4 Have ability to link all electronic health and human service records no matter where the records were generated or are stored.

C.3.10.2.5 Contain a list of current health information system interfaces along with a description of the points of integration.

C.3.10.2.6 Have definition of storage of data, including hub data schema and partial data repository. The methodology for establishing a master patient index, including the hit ratio for implemented solutions based on end user requests and successful retrieval of the correct patient information using master patient index methodology.

C.3.10.2.7 Allow the inclusion of a master patient index enables organizations and their partners to create a single trusted view of an individual across disparate information systems and multiple access channels. This is achieved by continuous process of matching and cleansing data, which has been aggregated from silos of information currently held across the organization or partner agency systems, and presenting this information as a unified view across all access channels. Access to an integrated view of the individual enables organizations to deliver improved and consistent services and ensures individuals can be accurately identified and reliably tracked across multiple systems. The MPI enables a single view of an individual with access to more accurate and complete information.

C.3.10.2.8 The Contractor shall work with District staff and stakeholders identified by MAA to build off the Safe Passages work in this area and create an index, much like an index in a book, which lists all the identifiers used for a person in all the District systems. It is anticipated that when information is needed in a provider system or government agency system, the query first looks in the MPI to get the person's system identity, and uses that identifier to fetch the information desired. A number of indexes may be necessary for entities other than individuals, including indexes for providers, buildings, and other items or organizations that are used by multiple organizations. The Contractor must ensure that the proposed solution safeguards access to data and modules. Users who are not authorized to access certain applications and/or data will be prohibited from retrieving, viewing, using, or otherwise acquiring access. Security privileges will be tied to roles and, as necessary, data instances and administered by District staff and Contractors. The vendor shall define generic mechanisms of instantiating role-based and instance-based access authorization and define and implement process by which authorized workers can enable such access.

C.3.10.2.9 The Contractor shall implement a hybrid hub whereby limited data is held in a centralized data repository while most patient data is held by the system in which it is created. Each Contractor proposal must provide a detailed description of the technology it intends to use to develop and deploy the Hub solution

in the District. The system architecture shall be service-oriented and able to allow access by the Source and the capability for additional systems/providers/entities, including but not limited to hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies, public school, etc at later funded stages of the project.

C.3.10.3 The Contractor shall utilize a standard integration approach that includes:

C.3.10.3.1 The Hub and Master Patient Index, including but not limited to record locator service, integration engine, data repository, data and analytical capabilities, terminology, management, claims data, lab results, registries, emergency information, infrastructure, demographics exchange standard vocabulary at HL7 version 2.4 or higher, medications exchange standard vocabulary at HL7 version 2.4 or higher, NCPDP (retail pharmacy), NDF-RT, RxNorm inpatient pharmacy), AHFS, NDC, FDB; problem/symptom exchange and hospital/physician visit standard vocabulary at HL7 version 2.4 or higher, SNOMED and ICD-9 to ICD-10.

C.3.10.3.2 A centralized clinical, administrative, and claim data informatics repository. The patient records will be transferred from the source systems to the Hub repository and continuous process of data cleaning will be performed.. This hybrid hub shall hold data designated by MAA, while most clinical patient data shall remain in the Source system (or other provider system) from which it originated.

C.3.10.3.3 The ability and/or plans to offer a service-oriented data exchange architecture supporting the number of existing client installations using these services.

C.3.10.3.4 Analysis and Reporting Tools:

C.3.10.3.4.1 Contractor shall develop or utilize statistical analysis, data mining, and pattern recognition tools, among others. The tools shall be linked to a web based access capability that will provide ad hoc and standard report access capabilities as well as personalized dashboards that provide score-card presentation of key metrics important to each user.

C.3.10.3.4.2 Contractor shall develop or utilize data matching and reconciliation components, including but not limited to metadata and content/data reconciliation:

C.3.10.3.4.2.1 Data Validation and Integrity Management

C.3.10.3.4.2.2 Metadata Information Integration Layers

C.3.10.3.5 Audit of activities: Contractor shall include audit activities capability, including review/view access to and use of health information exchange and breaches of confidential health information audit capability.

C.3.10.3.6 User access, authentication and authorization.

C.3.10.3.7 The Contractor shall develop and utilize components to identify and authenticate system users, including but not limited to use of passwords and other security mechanisms provided to authorized users.

C.3.10.3.8 User interface and web-service interface capability, including an operational data view with data tied to individual/specific patients, user interface: reporting of multiple patients and analytical/statistical reporting that does not include individual identifying information.

C.3.10.3.8.1 Messaging Management Capabilities; Routing and Workflow

C.3.10.3.8.2 End-user tools available in the solution that the District can use to customize the software (e.g., create new alerts, reminders).

C.3.10.3.9 Legal support and user management support for prior to users accessing the system and prior to organizations joining the process

C.3.10.3.10 The Contractor shall be responsible for managing and procuring, on behalf of the District, the hardware and software acquisition, which may be through an RFP or the GSA process. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub must be included in the total cost of the proposal; however the Contractor shall have the option to propose implementation and rates for implementation for the initial interfaces as separate line items.

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C.3.10.4 All hardware and software required for the development and deployment of the District health information exchange solution will be licensed and owned by the District. The District shall provide any annual maintenance on software and equipment purchased by the District to satisfy the awarded solution.

C.3.11 Record Locator Requirements

C.3.11.1 The record locator services will be Internet-based "pointers" that will allow the exchange of information between providers related to common patients.

C.3.11.2 The record locator shall maintain an audit log of providers accessing its information. It shall also have the capability to address consent requirements, required privacy restrictions, electronic signatures, authorized user identification and credentialing, authentication methods, user identify management, role-based access and other security considerations, including but not limited to maintaining access controls, auditing and monitoring access and transmission security.

C.3.11.3 The record locator service shall all for all necessary information as determined by the District to be transmitted between the Hub and the Source, including but not limited to physical health, mental health, substance abuse treatment, dental and public health.

C.3.12 Hub Requirements

The MTG Comprehensive Medicaid Integration Project overall goal is to enable the following key capabilities:

C.3.12.1 Contractor shall design the Hub so Medicaid patients' medical information (in linked systems) will be accessible initially at the point of care including the Source and the capability for additional interfaces and additional systems/providers/entities,

C.3.12.2 Contractor shall design the Hub so:

C.3.12.2.1 90% of user requests related to one patient shall be satisfied within 3 seconds.

C.3.12.2.2 100% of user requests related to one patient shall be satisfied within 15 seconds.

C.3.12.2.3 Requests returning multiple patients shall take no more than 2 sec per 100 patients.

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C.3.12.2.4 Web service requests shall provide response time similar to 1-3.

C.3.12.2.5 Data transfer of no more than 5000 records should be completed in less than 30 minutes. This includes all operations (transfer, matching, reconciliation, cleaning etc) till the data becomes available through UI or web service.

C.3.12.2.6 Full data transfer across all source systems shall not take more than 12 hours.

C.3.12.3 Contractor shall ensure that the Hub is designed to:

C.3.12.3.1 Allow for patient data that is accessible for analyses, studies, evaluations, care and outcome management, and care cost management

C.3.12.3.2 Allow MAA the ability to analyze both Medicaid claims and medical history data together for care and outcome management, care cost management, projections of outcomes, cost projections, provider performance, treatment results, etc. will improve.

C.3.12.3.3 Provide MAA with the ability to identify fraudulent claims through analysis of medical history along with provider data, Medicaid claims, medical demographics, health histories, and other Medicaid client data will be enhanced.

C.3.12.3.4 Provide MAA with the ability to access almost all sources of patient medical history, both outside of DOH and within DOH. Specifically included are Electronic Medical Records produced by clinics and hospitals, school records, family records, and social services records. This will transform the way MAA manages health care service delivery and use of available benefits by current and prospective patients (which includes people who are current or potential Medicaid users).

C.3.12.3.5 Provide MAA with the ability to transform patient expectations for health care and outcomes by providing the right care at the right time, avoiding diagnostic and care duplication, and speeding up approvals for Medicaid provider reimbursement.

C.3.12.3.6 Provide MAA with the ability to improve quality of the care by increasing transparency, accountability and control.

C.3.12.4 The Contractor shall design the Hub so that it can accommodate:

C.3.12.4.1 Electronic claims based health records (including but not limited to Medicaid claims data from the MMIS),

C.3.12.4.2 Patient medical records from the Source systems,

C.3.2.4.3 Capability for easy expansion to a much wider set of health care providers, including but not limited to other hospitals, other clinics, nursing homes, dentists, home care providers, doctors, pharmacies to add patient medical information at later stages of the project,

C.3.12.4.4 Eligibility and demographic information,

C.3.12.4.5 EQRO and enrollment broker data,

C.3.12.4.6 Opt-out capability,

C.3.12.4.7 Disease and care management alerts and flags using evidence-based guidelines,

C.3.12.4.8 Emergency patient information related to allergies, medical conditions, drug intolerances, and

C.3.12.4.9 Additional relevant information at MAA's request.

C.3.12.5 The Contractor shall ensure that the Hub is designed to allow seamless interoperability of data and speedy access/retrieval of this data by the user are keys to the success of the Hub. Movement of data will require shared standards for claims, demographic, clinical and quality data exchange. While some of these exchange capabilities will be required immediately, others will become necessary as the District's healthcare information infrastructure develops. The clinical data exchange will develop around the master patient index and record locator service. This centralized index will greatly simplify the process of locating and retrieving clinical and administrative data about a given patient through a record locator service. In this model, data will be transported over the Internet using standard secure socket layer protocols and may use SOAP/XML envelopes as part of the transport of clinical data wherever practicable.

C.3.12.6 The Contactor must design the Hub so that it can be scaled up to support the full complement of value propositions in government, and ultimately, in the private sector health marketplace as well, that such a capability is able to support.

C.3.12.7 The Contractor shall establish detailed requirements of the system to support the Hub. The Contractor shall:

C.3.12.7.1 Determine, develop and document detailed business requirements through a Design Review session with key stakeholders designated by the District on system requirements and examination and assessment of networks, architecture and external connectivity

C.3.12.7.2 Conduct validation sessions of the Business requirements with DOH, MAA and the COTR or designees.

C.3.12.7.3 Develop and document the system architecture including the logical and physical domains to assure at a minimum they address the capability to:

C.3.12.7.3.1 Collect aggregated and individual patient data from participating entities, including the 6 initial clinics and 3 hospitals,

C.3.12.7.3.2 Match and reconcile this data with other data sources, both at the metadata level and at the data content level,

C.3.12.7.3.3 Restrict access to patient health records consistent with HIPAA standards by category of users and types of data. Both role-based and instance (object)-based user access controls are required,

C.3.12.7.3.4 Conform to local, state and federal laws and regulations on special populations,

C.3.12.7.3.5 Conform to District's policies, procedures and business practices, and

C.3.12.7.3.6 Restrict individual patient health records and group health records access by category of users.

C.3.12.7.4 Develop criteria on interoperability that addresses, at a minimum but not limited to interoperability coordinated in planning for interfaces between a health data repository and the health information systems of different providers, suppliers and services; data systems and work flow configuration envisioned system wide for interconnecting a health data repository with provider health information systems, assumptions made for systems development

regarding security, privacy, and confidentiality; the role of open-standards architecture in the design of a health information system network, and interoperability maintained throughout enterprise system life-cycles.

C.3.12.7.5 Develop mechanisms for extracting subsets of clinical data for use in health services reporting, tracking, surveillance, and research.

C.3.12.7.6 Develop mechanisms to interface with other medical and non-medical support software (e.g. accounting, billing and other management functions); and

C.3.12.7.7 Develop mechanisms to incorporate guidelines, decision aides, subject matter reference systems, and reminder systems.

C.3.13 Program Management

C.3.13.1 Program and Project Management Activities

Managing the activities required will require extensive project management, coordination, and controls. Specific contract-conducted activities throughout the duration of the project are:

C.3.13.1.1 Update and maintain the project work plan and all other plans identified in C.3,

C.3.13.1.2 Conduct project team meetings,

C.3.13.1.3 Monitor progress toward the development and implementation plan and key milestones,

C.3.13.1.4 Manage open technical, operational and policy issues,

C.3.13.1.5 Coordinate project team activities, and

C.3.13.1.6 Brief stakeholders on project progress as directed by the District and jointly with the COTR.

C.3.13.2 Management Reports, Reviews and Approval Process of Deliverables Requirements

The Contractor shall provide a detailed plan in program and project management. This description shall include proposed methods for handling potential problems, including, but not limited to, contingencies and

schedule delays, and detailed work plan for the project that incorporates ongoing involvement of stakeholders designated by DOH. Specifically, this description shall address:

C.3.13.2.1 Methods for project status reporting, including examples of previous types of reports;

C.3.13.2.2 Approach to interacting with the District staff, Contractors and designated stakeholders;

C.3.13.2.3 Approach to internal project management structure, including a functional organization chart;

C.3.13.2.4 Manpower and time-estimating procedures;

C.3.13.2.5 Internal quality control monitoring to produce deliverables;

C.3.13.2.6 Sign-off procedures for completion of deliverables and major activities;

C.3.13.2.7 Approach to problem identification, escalation and resolution;

C.3.13.2.8 Any assumptions or constraints in developing the work plan;

C.3.13.2.9 Schedule and plan that addresses all activities, technical and policy in nature, required to accomplish the tasks of the RFP;

C.3.13.2.10 Quality Assistance (QA) Plan for deliverables, and

C.3.13.2.11 Project Kick-off with DOH and stakeholders designated by the project lead to include but not be limited to the Source.

C.3.13.3 This project requires the coordination of skilled information technology, business process and project management professionals and effective communications both within the organization and to external stakeholders. Ongoing project management activities focus on ensuring that project resources are used efficiently and that the project outcome delivers the desired product.

C.3.13.4 The Contractor shall propose a certified Project Manager (PM) with a minimum of an undergraduate degree and minimum of two (2) years experience in project management in a project of similar scope and

complexity with experience in electronic health information exchange and/or integration preferred, who shall have day to day responsibility for supervising the performance and obligations under this Contract as well as receive policy direction from the COTR.

C.3.13.4.1 The PM shall demonstrate overall understanding of electronic health information exchange, specific technical, training, policy, operations and marketing, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract.

C.3.13.4.2 The Contractor shall not change its PM without prior written approval from the COTR, and such approval shall not be unreasonably delayed or withheld. Contractor shall make a good faith effort to use the PM for the full time of the Hub MTG initiative to insure successful contract performance.

C.3.13.4.3 The PM shall serve as liaison between the COTR and Contractor and shall be available and responsible for consultation and assistance with issues arising out of the scope of the Contract. PM shall attend in person, upon request, COTR meetings. PM shall provide timely and informed responses when operational, policy and administrative issues arise in relations to obligations under this contract. Whenever the PM is not available, the Contractor shall provide a designated alternate fully capable of meeting the requirements of this RFP.

C.3.13.4.4 The PM for the Contractor shall develop a detailed Project Work Plan (to be approved by MAA) that address timelines, deliverables and review process based on an established implementation schedule. The Project Work Plan and project schedule shall include a detailed project schedule indicating the various technical, operational and policy project tasks, the tasks necessary to meet deliverable dates, their duration, estimated start and completion dates, actual start and completion dates, critical paths, resources, dependencies, completion percentages, and milestones. The Project Work Plan shall also address the MAA business processes that are affected by the patient Hub and that will require re-engineering to accommodate the Hub activities.

C.3.13.5 The Contractor shall create a project staffing plan, including:

C.3.13.5.1 Staffing levels and location of staff for the duration of project.

C.3.13.5.2 An overview of the various positions, skill sets, experience requirements, and percentage of time spent on-site versus off-site.

C.3.13.5.3 At a minimum, Contractor shall maintain the following key positions:

C.3.13.5.3.1 Certified Project Manager

C.3.13.5.3.1.1 A certified Project Manager (PM) with a minimum of an undergraduate degree and minimum of two (2) years experience in project management in a project of similar scope and complexity with experience in electronic health information exchange preferred, who shall have day to day responsibility for supervising the performance and obligations under this Contract as well as receive policy direction from the COTR. The PM shall demonstrate overall understanding of electronic health information exchange, specific technical, training, policy, operations and marketing, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract.

C.3.13.5.3.1.2 The Contractor shall not change its PM without prior written approval from the COTR, and such approval shall not be unreasonably delayed or withheld. Contractor shall make a good faith effort to use the PM for the full time of the Hub MTG initiative to insure successful contract performance.

C.3.13.5.3.1.3 The Contractor shall furnish a resume for the proposed PM which shall include the individual's name, current address, current title and position, experience with Contractor, project management experience in a project of similar scope and complexity experience with electronic health information exchange, experience with provider relations, relevant education and training and management experience. Contractor shall provide a minimum of two (2) work references for the PM, with prefer for one related to electronic health information exchange.

C.3.13.5.3.2 Systems Technical Manager:

C.3.13.5.3.2.1 A senior systems technical manager with knowledge and preferred experience with the MITA framework and MMIS. The systems technical manager shall have knowledge of technical components of electronic health records systems, health information exchange, the IT systems architecture and IT hardware and connectivity necessary to support them. The Systems Technical Manager shall of knowledge of design, development, implementation and operations, including testing, user acceptance, integration and operation. The Systems Technical Manager shall

have day to day responsibility for supervising the technical performance and obligations under this Contract as well as receive policy direction from the COTR. The Systems Technical Manager shall demonstrate overall understanding of electronic health information exchange, specific technical, training, policy, operations and marketing, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract.

C.3.13.5.3.2.2 The Contractor shall not change its Systems Technical Manager without prior written approval from the COTR, and such approval shall not be unreasonably delayed or withheld. Contractor shall make a good faith effort to use the Systems Technical Manager for the full time of the Hub MTG initiative to insure successful contract performance. The Contractor shall furnish a resume for the proposed Systems Technical Manager which shall include the individual's name, current address, current title and position, experience with Contractor, experience in a project of similar scope and complexity experience with electronic health information exchange, experience with provider relations, relevant education and training and management experience. Contractor shall provide a minimum of two (2) work references for the Systems Technical Manager, with prefer for one related to electronic health information exchange.

C.3.13.5.3.3 Business Analysts, JAD Session Facilitators, Technical Staff:

C.3.13.5.3.3.1 The Contractor shall provide sufficient number of business analysts, JAD session facilitators and technical staff with expertise and knowledge of the MITA framework and electronic health information exchange design, development and implementation.. The business analysts shall have knowledge of the legal, regulatory and policy components of electronic health records systems and health information exchange. The technical staff shall of knowledge of design, development, implementation and operations, including testing, user acceptance, integration and operation in order to successfully fulfill the obligations of this Contract.

C.3.13.5.3.3.2 The Contractor shall have a Lead Business Analyst with a four year degree in a related field and at least five years of experience in MITA, electronic information exchange or a project of a similar scope.

C.3.13.5.3.3.3 Contractor shall make a good faith effort to use the same staff for the full time of the Hub MTG initiative to insure successful contract performance.

C.3.13.6 The Contractor shall create a communications plan detailing the Contractor's plan for keeping all project stakeholders informed about project progress and identifying the goals/objectives of project communication and identifying the target audience; minimum requirements of a weekly written status report with a bi-weekly face-to-face meeting with additional meetings scheduled as necessary. The Contractor's plan for sharing information must include progress and decisions that have been made regarding functionality. This activity will be necessary to ensure that all stakeholders are kept well informed of project status and any issues that require attention.

C.3.13.7 The Contractor shall create a project risk management plan, assessing project risks and mitigation strategies from the Contractor's perspective.

C.3.13.8 The Contractor shall establish appropriate workspace and facilities;

C.3.13.9 The Contractor shall create a Knowledge Transfer Strategy and Plan detailing a plan for affecting a thorough knowledge transfer from Contractor staff to District staff, other designated contract staff and designated stakeholders and users.

C.3.13.10 The Contractor shall develop work plan(s) and schedule(s) (that will be approved by MAA) that shall depict:

C.3.13.10.1 all tasks broken down into sub-tasks, activities, and sub-activities with assigned resources;

C.3.13.10.2 tasks and sub-tasks with estimated amounts of District and Contractor staff-days shown separately and totaled for each task;

C.3.13.10.3 a network diagram showing planned start and end dates for all tasks and sub-tasks, indicating the interrelationship of sub-tasks, and identifying the critical paths;

C.3.13.10.4 a schedule for all deliverables providing adequate District review time, revision time if needed, and additional subsequent review.

C.3.13.11 The Contractor shall establish and document the organizational scope, including the project plan, schedule, deliverables, management structure, project participant responsibilities, and decision-making authorities and protocols to include but are not limited to:

C.3.13.11.1 Methods for project status reporting, including examples of previous types of reports;

C.3.13.11.2 Approach to interacting with the District staff, designated Contractors, users and designated external stakeholders;

C.3.13.11.3 Approach to internal project management structure, including a functional organization chart;

C.3.13.11.4 Manpower and time-estimating procedures;

C.3.13.11.5 Internal quality control monitoring process and plan to produce deliverables;

C.3.13.11.6 Sign-off procedures for completion of deliverables and major activities;

C.3.13.11.7 Approach to problem identification and resolution; and

C.3.13.11.8 Any assumptions or constraints in developing the work plan.

C.3.13.12 Contractors shall, related to project communications:

C.3.13.12.1 Develop a communication strategy and plan with a minimum weekly status report and bi-weekly meetings with State staff;

C.3.13.12.2 Create periodic project status publications;

C.3.13.12.3 Conduct stakeholder briefings as directed by the District.

C.3.13.12.4 Provide responsive documentation and communications at the request of the MTG evaluation Contractor as directed by the District

C.3.14 Training Requirements

C.3.14.1 The Contractor shall provide a Training Plan Fifteen (15) working days after the Contract is signed. The Training Plan shall define the

recommended approach for delivering training to up to functional, operational, policy and technical personnel at the initial 6 clinics, 3 hospitals and designated District staff and/or Contractors, including but not limited to MMIS, enrollment broker, managed care, administrative and EQRO Contractors. The training plan shall outline types of training and the supporting documentation to be provided.

C.3.14.2 The Contractor shall assign a senior level trainer(s) to:

C.3.14.2.1 Provide training. This training shall include end-user training and System Administration training.

C.3.14.2.2 Create and conduct “train-the trainer” sessions.

C.3.14.2.3 Develop custom training material, and perform required training.

C.3.15 Option Requirements

The qualified contractor shall have the option to propose implementation and rates for implementation for the initial interfaces with source systems as identified in C.1.2.1 and user and web services interfaces as identified in C.1.2.7. These rates shall be binding for work related to the future expansion of the Hub as described in C.1.2.1.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 20007.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number Six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 20007.

E.2 The Medical Assistance Administration or any authorized representative of the District of Columbia, U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representative will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the Contract shall be for a base period of one year from date of award, with one option period of one year.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of one (1) one (1) year option period, or successive fractions thereof, by written notice to Contractor before the expiration of the Contract; provided that the District will give Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.2.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

F.3 TIMING OF DELIVERABLES

F.3.1 Contractor shall submit reports as required in accordance with Section F.

F.3.2 Failure to submit deliverables will result in Contractor being out of compliance with the terms of the Contract and may result in sanctions and liquidated damages for this non-compliance as described in Section G.

F.3.3 Contractor shall ensure that any reports that contain information about individuals which are protected by privacy and security laws shall be prominently marked as “Confidential” and submitted to MAA in a fashion that ensures that unauthorized individuals do not have access to the information. The Contractor shall not make such reports public.

F.4 SUBMISSION AND ACCEPTANCE OF DELIVERABLES

F.4.1 Submission of Deliverables

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F.4.1.1 Unless otherwise specified, Contractor shall submit all Deliverables to the Contracting Officer Technical Representative (COTR) by shipping all Deliverables prepaid to the following address:

LaRah Payne
Department of Health
Medical Assistance Administration
Fifth Floor
825 North Capitol Street, NE
Washington, DC 20002
ATTN: COTR

202-442-5988

F.4.1.2 Contractor shall prominently label all reports with Contractor's name and business address, along with the Contract Number, on the cover of the report.

F.4.1.3 If any documents contain confidential information, the outer and inner contents of the package shall be prominently labeled "Confidential."

F.4.2 Due Dates

Contractor shall perform its tasks and produce the required reports by the due dates presented in Section F below.

F.4.3 Notice of Disapproval of Deliverables

MAA/COTR (or a designee thereof) shall provide written notice of disapproval of a Deliverable or report to the Contractor within thirty (30) days of submission if it is disapproved. The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements. Contractor shall make the corrections and resubmit the Deliverable within fourteen (14) Business Days unless otherwise specifically noted in the notice of disapproval.

F.4.4 Notice of Approval/Disapproval of Resubmission

Within thirty (30) business days following resubmission of any disapproved Deliverable, the COTR shall give written notice to Contractor of MAA's approval, conditional approval or disapproval.

F.4.5 MAA Fails to Respond

In the event that MAA fails to respond to Contractor's resubmission of a Deliverable within the applicable time period, Contractor shall notify the COTR

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and the Director of MAA in writing that MAA has not responded; that Contractor shall continue performance under the Contract unless the COTR provides written notice of disapproval within fourteen (14) Business Days from the date MAA receives Contractor's notice.

F.5 DELIVERABLES

F.5.1 The following table describes the Deliverables under the Contract. All Deliverables that describe a notice, notification, or request of MAA shall be by written letter to the COTR describing in detail the required notice, notification or request. In the event that Contractor fails to submit a Deliverable as described in Section F below, OCP will apply the remedies described in Section G.

F.5.2 The due dates refer to Award date and Close date – dates when contract has been awarded and closed, correspondingly. Close date is 9/30/2009.

F.5.3 The Contractor shall submit to the District, as a deliverable, the report described in section H.9.2.3 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
CLIN 001 Planning Tasks Requirements					
001A	Documentation of alignment with MITA framework	Contractor shall provide documentation of alignment with MITA framework, Safe Passages and coordination with the re-procured MMIS as specified in C.3.2.1.2 and C.3.2.1.4.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 2 weeks	COTR
001B	Conduct walk-through demonstrations	Contractor shall conduct walk-through demonstrations of all interim and final task deliverables as specified in C.3.2.1.10	Walk through presentation and feedback notes sent via email	Per approved project plan	COTR
001C	Periodic Written Status Reports	Contractor shall submit bi-weekly (weekly depending on the phase) written status reports on the progress of tasks against the approved work plan as specified in C.3.2.1.11	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 2 weeks and updated to District weekly with weekly status report	COTR

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
001D	System-monitoring Tools Installed	Contractor shall install system-monitoring tools as specified in C.3.2.1.15 & train users as specified in C.3.2.1.16 & C.3.2.1.17	Training sessions and training materials sent via email	Close – 8 weeks	COTR
001E	Project Work Plans	Contractor shall provide Project Work Plan as specified in C.3.2.1.18 that details: a. Project organization b. Staff roles and responsibilities c. Project objectives d. Stakeholder involvement	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 2 weeks	COTR
001F	Facility, Staffing, Training and Implementation Plans	Contractor shall provide: a. Project schedule b. Project staffing plan c. Risk management plan d. Workspace and facilities plan e. Communications plan f. Knowledge transfer strategy and plan g. Training Plan h. As specified in C.3.2.1.19	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 3 weeks	COTR
001G	Requirements Analysis Documentation	Contractor shall provide: a. Requirements Analysis Documentation b. As specified in C.3.2.1.8	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 3 months	COTR
CLIN 002 Design Tasks Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
002A	Design Document	The Contractor shall provide a design document as specified in C.3.2.2, that includes: a. Hub b. Data repository c. Interfaces d. Master Patient Index e. Functions f. Systems Tables g. Processing Architecture h. Systems Architecture i. Data Mappings j. Data Editing Rules k. Balancing Procedures	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 5 months and updated to District weekly with weekly status report	COTR
002B	Conduct walk-through demonstrations	Contractor shall conduct walk-through demonstrations of all interim and final task deliverables as specified in C.3.2.2.6	Walk through presentation and feedback notes	Per approved project plan	COTR
002C	Periodic Written Status Reports	Contractor shall submit bi-weekly (weekly depending on the phase) written status reports on the progress of tasks against the approved work plan as specified in C.3.2.2.7	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 2 weeks and updated to District weekly with weekly status report	COTR
CLIN 003 Development and Training Tasks Requirements					
003A	Successful Unit and Integration Testing Documentation	Contractor shall receive data from the Source, prepare test plans, perform Unit and Integration Testing as specified in C.3.2.3.1, and report results to District.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Per approved project plan	COTR

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
003B	Training Materials & Plan	Contractor shall submit Training materials, documentation, schedule, plan and documentation of actual training as specified in C.3.2.3.2, C.3.2.3.4, C.3.2.3.5, C.3.2.3.6, C.3.2.3.7 and C.3.2.3.8.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Per approved project plan	COTR
003C	Operations Documentation	Contractor shall provide hardware, software, database, infrastructure systems and relevant policy for operations documentation as specified in C.3.2.3.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Per approved project plan	COTR
CLIN 004 User Manual Requirements					
004A	User Manual	Contractor shall develop and submit a draft user manual and online help features as specified in C.3.2.4. This Manual must be approved by MAA and the COTR.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 6 months	COTR
004B	User Manual	Contractor shall submit a finalized user manual and online help features as specified in C.3.2.4. This Manual must be approved by MAA and the COTR.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 2 months	COTR
CLIN 005 Help Desk and Pilot Tasks Requirements					
005A	Help Desk Facilities, Software or System and Manuals.	Contractor shall provide a Help Desk that shall include facilities, management software or system, and Process and Procedure web-based Manuals that will address policy and operational issues as well as technical clarifications as specified in C.3.2.5.1	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 4 months	COTR

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
005B	Pilot Test Plan Implementation Documentation, Pilot Agreements & Product Acceptance	The Contractor shall complete implementation of the Pilot Test Plan of the MPI and PDH, execute “pilot agreements” and problem resolution guidelines, provide policy clarification documentation and obtain acceptance of product as specified in C.3.2.5.2 and C.3.2.5.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 5 months	COTR
CLIN 006 Transition Preparation Tasks Requirements					
006A	Transition Plan & Knowledge Transfer	Contractor shall provide training schedule and transition plan to facilitate the Transition of the Hub as specified in C.3.2.6	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 4 months	COTR
006B	Transition Plan & Knowledge Transfer	Contractor shall be responsible for Transition Preparation Tasks, including knowledge transfer from Contractor to MAA and other designated District staff, contractors and stakeholders. This shall include Contractor scheduling training, preparation of a transition plan detailing the roles and responsibilities for both the District and contractor staff, and coordinating and attending meetings as necessary to facilitate the Transition of the Hub.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 2 months	COTR
CLIN 007 Acceptance Testing Tasks Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
007A	System Test Plan/Results	Contractor shall provide for a System Acceptance Test Plan and results of user integrated tests/retests of the entire system at each phase as specified in C.3.2.7.2.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 4 months	COTR
007B	Turnover Plan	Contractor shall submit the turnover plan of the Hub for each phase as specified in C.3.2.7.3	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 6 months	COTR
007C	Turnover Plan	Contractor shall submit the finalized turnover plan of the Hub for each phase as specified in C.3.2.7.3	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 2 months	COTR
007D	Periodic Written Status Reports	Contractor shall submit bi-weekly written status reports on the progress of tasks against the approved work plan as specified in C.3.2.7.3	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Award + 2 weeks and updated to District weekly with weekly status report	COTR
CLIN 008 Operational Readiness Demonstration Tasks Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
008A	Operational Readiness Documentation	Contractor shall provide full user and system Operational Readiness technical, operational and policy documentation for all phases of the contract, and updated documentation already submitted documentation with any changes made during subsequent phases of the implementation as specified in C.3.2.8.1, C.3.2.8.2 and C.3.2.8.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 2 months	COTR
008B	Operational Readiness Results Document	Contractor shall provide Operational Readiness Test results that demonstrate as specified in C.3.2.8.2.3, C.3.2.8.2.4 and C.3.2.8.2.5: a. System performs as required b. Policy and operational parameters are in place and clear to participants c. Interfaces operate as planned d. The MPI and the Hub perform the activities requires e. Interfaces with the Source are secure and working f. Capability for additional users exists	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 2 months	COTR
CLIN 009 Phase II of Implementation-Internal to DC Government Data Requirements					
009	Training, Pilot Test Plan and Assessment Documentation	Contractor shall provide documentation of training all users, staff and Contractors, implementation of Pilot Test Plan, and assessment of capabilities and training as specified in C.3.28.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 3 months	COTR
CLIN 010 Hardware and General Licenses Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
010	Hardware and Software Acquisition	Contractor shall manage the hardware and software acquisition for the District as specified in C.3.10.3.10. Total cost of the proposal must include professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub (the contractor shall have the option to propose implementation and rates for implementation for the initial interfaces).	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Close – 8 months	COTR

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.6 below. The address of the CFO is:

Name: G. Nathan
Office of the Controller/Agency CFO
Address: 825 North Capitol Street, NE Suite 5200
Washington, DC 20002-4210
Telephone: 202 442-9079

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 PAYMENTS

G.3.1 Payment Schedule:

CLIN	Item Description	Timing of Payment
001	Planning Task I (C.3.2.1)	Upon Completion of Deliverables F.5, CLIN 001
002	Design Task (C.3.2.2)	Upon Completion of Deliverables F.5, CLIN 002
003	Development and Training Tasks (C.3.2.3)	Upon Completion of Deliverables F.5, CLIN 003
004A	User Manual Requirements (C.3.2.4)	Upon Completion of Deliverables F.5, CLIN 004A
004B	User Manual Requirements (C.3.2.4)	Upon Completion of Deliverables F.5, CLIN 004B
005A	Help Desk and Pilot Test Tasks (C.3.2.5)	Upon Completion of Deliverables F.5, CLIN 005A
005B	Help Desk and Pilot Test Tasks (C.3.2.5)	Upon Completion of Deliverables F.5, CLIN 005B
006A	Transition Preparation Tasks (C.3.2.6)	Upon Completion of Deliverables F.5, CLIN 006A
006B	Transition Preparation Tasks (C.3.2.6)	Upon Completion of Deliverables F.5, CLIN 006B
007A	Acceptance Testing Tasks (C.3.2.7)	Upon Completion of Deliverables F.5, CLIN 007A

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CLIN	Item Description	Timing of Payment
007B	Acceptance Testing Tasks (C.3.2.7)	Upon Completion of Deliverables F.5, CLIN 007B
007C	Acceptance Testing Tasks (C.3.2.7)	Upon Completion of Deliverables F.5, CLIN 007C
007D	Acceptance Testing Tasks (C.3.2.7)	Upon Completion of Deliverables F.5, CLIN 007D
008	Operational Readiness Demonstration Tasks (C.3.2.8)	Upon Completion of Deliverables F.5, CLIN 008
009	Phase II of Implementation – Internal to DC Government Data (C.3.2.9)	Upon Completion of Deliverables F.5, CLIN 009
010	Hardware and General Licenses (C.3.10.3.10)	Upon Completion of Deliverables F.5, CLIN 010

G.3.2 First Source Agreement Request for Final Payment

G.3.2.1 For contracts subject to the fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall be accompanied by the report or a waiver of compliance discussed in Section H.9.2.6.

G.3.2.2 No final payment will be made to Contractor until the Chief Financial Officer has received the Contracting Officer's final determination or approval of waiver of Contractor's compliance with fifty-one percent (51%) District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.3.3 Assignment of Contract Payments

G.3.3.1 In accordance with 27 D.C.M.R. § 3250, unless otherwise prohibited by the Contract, Contractor may assign funds due or to become due as a result of the performance of the Contract to a bank, trust company, or other financing institution.

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G.3.3.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.3.3.3 Notwithstanding an assignment of contract payments, Contractor, not the assignee, shall prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to _____ (name and address of assignee).

G.3.4 Electronic Payments

G.3.4.1 The District reserves the option to make payments to Contractor by wire, NACHA, or electronic transfer and will provide Contractor at least thirty (30) days notice prior to the effective date of any such change.

G.3.4.2 Where payments are made by electronic funds transfer, the District will not be liable for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by Contractor.

G.3.5 Compliance by Contractor

Payments made by the District to Contractor are conditioned upon receipt by the District of applicable, accurate and complete reports, documentation, claims, encounters, and any other information due from Contractor, unless written approval waiving such requirement(s) is obtained from the District.

G.3.6 Quick Payment Clause

G.3.6.1 Interest Penalties to Contractors

G.3.6.1.1 The District will pay interest penalties on amounts due to Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of one percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the fifteenth (15th) day after the required payment date.

G.3.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any thirty (30) day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.3.7 Payments to Sub-contractors

G.3.7.1 Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to Contractor by the District for work performed by any subcontractor under the Contract:

G.3.7.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or

G.3.7.1.2 Notify the District and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.3.7.1.3 Contractor shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of one percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the fifteenth (15th) day after the required payment date for any other item.

G.3.7.2 Any amount of an interest penalty which remains unpaid by Contractor at the end of any thirty (30) day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.3.7.3 A dispute between Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.3.8 Right to Withhold Payment

G.3.8.1 The District reserves the right to withhold or recoup funds from Contractor in addition to any other remedies allowed under the Contract or any policies and procedures.

G.4 FINES

G.4.1 Contractor shall be responsible for any fines levied against the District by the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS) or administrative body or any funds that must be paid back to these bodies as a result of Contractor's performance under the Contract.

G.5 CONTRACTING OFFICER

G.5.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers.

G.5.2 The name, address and telephone number of the Contracting Officer is:

Annie R. Watkins
Office of Contracting and Procurement
441 – 4th Street, NW
Suite 971 North
Washington, DC 20001
(202) 724-5274

G.5.3 Authorized Changes by the Contracting Officer

G.5.3.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.5.3.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.5.3.3 In the event Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

G.6.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

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LaRah Payne
Department of Health
Medical Assistance Administration
Fifth Floor
825 North Capitol Street, NE
Washington, DC 20002
ATTN: COTR

202-442-5988

G.6.2 The COTR shall not have authority to make any changes in the specifications, scope of work, or terms and conditions of the Contract.

G.6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DISTRICT RESPONSIBILITIES

H.1.1 Planning Tasks – the District shall be responsible for the following:

H.1.1.1 Designate certain Medicaid staff and/or Contractors to be the primary contacts for the Contractor and the DC government designees to participate in the requirements analysis process, and provide space for the planning process coordination.

H.1.1.2 Review and approve the Contractor's approach to requirements definition for each phase, and monitor progress through regularly scheduled status meetings.

H.1.1.3 Clarify, at the Contractor's request, Medicaid program and Medicaid Transformation Grant policy, regulations, and procedures to support the Requirements Analysis sessions.

H.1.1.4 Provide district staff/Contractors to participate in Requirements Analysis sessions. Provide input to the Contractor to define data elements necessary for health information exchange through the Hub project, including the establishment of the MPI.

H.1.1.5 Provide input to the Contractor to define queries (see appendices) and reports (see appendices). Review and approve (or request modification of) requirements for screens/windows, processes, interfaces, record locator, etc.

H.1.1.6 Review and validate documentation of Requirements Analysis sessions and attend deliverable walk-through demonstrations to enhance understanding and facilitate the approval process. Review and approve (or request modification of) task deliverables and documentation.

H.1.1.7 Approve the Contractor's facility, staffing and training plans.

H.1.2 Design Tasks

H.1.2.1 Provide District and/or Contractor staffs to participate in design meetings as necessary, training laboratory with workstations to support training of District staff, and the Contractor with the requirements for each phase and with test files.

H.1.2.2 Review the Contractors methodology for the technical and operational design and implementation of interfaces from the source

systems, which initially include 6 initial systems (6 community clinics who are using the same electronic medical record (EMR) system, 3 key hospitals in the District who are all one the same system, Medicaid Management Information System (MMIS), Enrollment Broker system, EQRO system and Safe Passages, including IMA eligibility system, and the capability for additional interfaces and additional systems/providers/entities, to the Patient Data Hub (the Hub) including metadata and data conversion and record locator mechanisms. The design and implementation must allow for easy expansion of initial sources to a much wider set of health care providers (hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies etc) at later funded stages of the project.

H.1.2.3 Assist the Contractor with developing verification standards and audit trails and approve data verification standards to be used for cleansing and verification of data. Monitor progress through bi-weekly status reports, weekly status meetings, and updates to the workplan.

H.1.2.4 Attend deliverable walk-through demonstrations to enhance understanding and facilitate the approval process. Review and approve design deliverables.

H.1.3 Development and Training Tasks

H.1.3.1 Approve Contractor installed features, any required data conversions, data mappings, and data loads and Install training laboratory and coordinate training schedule.

H.1.3.2 Approve Contractor's proposed training plan and review and approve the Contractor's system test plan and test results.

H.1.3.3 Ensure that the tools selected will satisfy the needs of the Department.

H.1.4 User Manual Tasks

H.1.3.1 Approval by the COTR of user manual and online help features to guide end-users step-by-step.

H.1.5 Help Desk and Pilot Test Tasks

H.1.5.1 Approve Contractor's Help Desk staffing, processes, procedures and response time.

H.1.5.2 Monitor Help Desk resolution of problems in a timely manner.

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H.1.5.3 Approve contractor pilot test plan of the MPI and PDH.

H.1.5.4 Accept pilot test product.

H.1.6 Transition Preparation Tasks

H.1.6.1 Approve Contactor's turnover plan.

H.1.6.2 Coordination of turnover activities

H.1.7 Acceptance Testing Tasks

H.1.7.1 Coordination of acceptance test plan, procedures, and test data, alignment with MITA, coordination with MMIS re-procurement and execution of user acceptance tests and retest, as necessary

H.1.7.2 Monitor Contractor response and resolution of test discrepancies and problems and review request modifications as necessary. Monitor progress through bi-weekly status reports, weekly status meetings, and updates to the work plan.

H.1.7.3 Approve each phase of Implementation and each additional increment and external data phases.

H.1.8 Operational Readiness Demonstration Tasks

H.1.8.1 Approve Operational Readiness technical, operational and policy documentation.

H.1.8.2 Approve Operational Readiness deliverables as specified in C.3.2.8.

H.1.9 Phase II of Implementation – Internal to DC Government Data Tasks

H.1.9.1 Approve all Phase II of Implementation – Internal to DC Government Data Tasks deliverables

H.1.9.2 Approve resources and data exchange pilot.

H.1.9.3 Coordinate reconciliation of data exceptions discovered during the data load processes and external interfaces.

H.10 Hardware and General Licenses

H.1.10.1 Provide policy direction and approval of all system changes and/or new software applications.

H.1.10.2 Provide interface with the COTR, qualified Contractor, and designated stakeholders, support staff, a training lab for training of District staff and Contractors, and space for all hardware and system administration staff.

H.2 RECIPIENT HELD HARMLESS

Contractor shall hold harmless the District government, the Department of Health against any loss, damage, expense and liability of any kind that arises from any action of the organization or its subcontractors in the performance of the Contract.

H.3 GENERAL SUBCONTRACT REQUIREMENTS

H.3.1 Subcontracting

H.3.1.1 Contractor shall ensure that all activities carried out by any subcontractor conform to the provisions of the Contract and be clearly specified in the subcontract.

H.3.1.1.1 Contractor shall include in all of its contracts and subcontracts a requirement that the Contractor or subcontractor look solely to Contractor for payment for services rendered.

H.3.1.2 It is the responsibility of Contractor to ensure its subcontractors are capable of meeting the reporting requirements under the Contract and, if they cannot, Contractor is not relieved of the reporting requirements.

H.3.2 Termination of Subcontract

H.3.2.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of Contractor to carry out its responsibility under this contract, the District may terminate the Contract.

H.3.3 Review and Approval of Subcontracts

H.3.3.1 Contractor shall submit copies of subcontracted agreements to the Contracting Officer and the COTR prior to execution of the Contract by Contractor.

H.3.3.2 The Contracting Officer shall notify Contractor, in writing, of its approval or disapproval of a standard or model subcontract for Providers within thirty (30) Business Days of receipt of the proposed subcontract and supporting documentation required by the District. The District will specify

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the reasons for any disapproval, which shall be based upon review of the provisions of the Contract, Contractor's proposal, and District or federal law and regulations.

H.3.3.3 A proposed subcontract may be awarded by Contractor if MAA fails to notify Contractor within the fifteen (15) Business Day time limits.

H.3.3.4 The District will delay enrollment or utilize any other remedy which it deems appropriate if Contractor executes a subcontract for services furnished under the Contract that is materially different from the model subcontract approved by the District.

H.3.3.5 The District may require Contractor to furnish additional information relating to the ownership of the subcontractor, the subcontractor's ability to carry out the proposed obligations under the subcontract, and the procedures to be followed by Contractor to monitor the execution of the subcontract.

H.3.3.6 The District may terminate its relationship with Contractor if the District determines that the termination or expiration of a subcontract materially affects the ability of Contractor to carry out its responsibility under the Contract.

H.3.3.7 MAA will conduct site visits to Contractor's offices periodically, or as needed, and will review subcontractor data on file at Contractor's offices. MAA will provide Contractor with a copy of the site visit results. Contractor shall submit a Corrective Action Plan for all deficiencies identified within fifteen (15) days of written notification of deficiencies. The District may terminate the Contract for failure to correct identified deficiencies and adhere to the Corrective Action Plan

H.4 RESERVED

H.5 CONFLICT OF INTEREST

H.5.1 In accordance with 45 C.F.R. § 74, no employee, officer, or agent of Contractor shall participate in the selection, award, or administration of the Contract if a real or apparent conflict of interest would be involved.

H.5.1.1 A conflict of interest arises when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

H.5.1.2 The officers, employees, and agents of Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers, or agents of the recipients.

H.5.1.3 Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that, in the performance of the Contract, no person having any such known interests shall be employed.

H.5.2 No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract. (D.C. Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the D.C. Personnel Regulations)

H.6 RECORDS RETENTION

H.6.1 Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of ten (10) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. The only exceptions are the following:

H.6.2.1 If any litigation, claim, financial management review, or audit is started before the expiration of the ten (10)-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

H.6.2.2 Records for real property and equipment acquired with federal funds shall be retained for ten (10) years after final disposition.

H.6.2.3 When records are transferred to or maintained by the HHS awarding agency, the ten (10)-year retention requirement is not applicable to the recipient.

H.6.2.4 Indirect cost rate proposals, cost allocations plans, etc., as specified in 42 C.F.R. § 74.53(g).

H.7 CONFIDENTIALITY OF INFORMATION

H.7.1 Contractor shall use and disclose such individually identifiable health information only in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164, subparts A and E, HIPAA, 42 C.F.R. Part 2, and the Mental Health Information Act to the extent that these requirements are applicable.

H.7.2 Freedom of Information Act

H.7.2.1 The District of Columbia Freedom of Information Act, D.C. Official Code § 2-532(a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If Contractor receives a request for such information, Contractor shall immediately send the request to the COTR designated in Section G.6 who will provide the request to the Freedom of Information Act Officer for the agency with programmatic responsibility in accordance with the Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by Contractor pursuant to the contract, the COTR will forward a copy to Contractor. In either event, Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The Freedom of Information Act Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.7.2.2 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing. If the District receives a request pursuant to the Freedom of Information Act, the District will determine what information is required by law to be released and retain authority over the release of that information.

H.8 DEPARTMENT OF LABOR WAGE DETERMINATION

The Contractor shall be bound by the Wage Determination No. 2005-2103 Rev. No 5, dated May 8, 2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the

Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.9 HIRING OF DISTRICT RESIDENTS

H.9.1 Hiring of District Residents as Apprentices and Trainees

For all new employment resulting from the Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.9.1.1 At least fifty-one percent (51%) of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.9.1.2 Contractor shall negotiate an Employment Agreement with the Department of Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.9.2 Fifty-one Percent (51%) District Residents New Hires Requirements and First Source Employment Agreement

H.9.2.1 Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* ("First Source Act").

H.9.2.2 Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, and (Attachment J.3) in which the Contractor shall agree that:

H.9.2.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services; and

H.9.2.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.9.2.3 Contractor shall submit to the Department of Employment Services, no later than the tenth (10th) of each month following execution of the Contract, a First Source Agreement Contract Compliance Report

(“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:

H.9.2.3.1 Number of employees needed;

H.9.2.3.2 Number of current employees transferred;

H.9.2.3.3 Number of new job openings created;

H.9.2.3.4 Number of job openings listed with the Department of Employment Services;

H.9.2.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.9.2.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

H.9.2.3.6.1 Name;

H.9.2.3.6.2 Social Security number;

H.9.2.3.6.3 Job title;

H.9.2.3.6.4 Hire date;

H.9.2.3.6.5 Residence; and

H.9.2.3.6.6 Referral source for all new hires.

H.9.2.4 If the Contract amount is equal to or greater than one-hundred thousand dollars (\$100,000), Contractor agrees that fifty-one percent (51%) of the new employees hired for the contract shall be District residents.

H.9.2.5 With the submission of Contractor’s final request for payment from the District, Contractor shall:

H.9.2.5.1 Document in a report to the Contracting Officer its compliance with the Section H.9.2.4 of this clause; or

H.9.2.5.2 Submit a request to the Contracting Officer for a waiver of compliance with Section H.9.2.4 and include the following documentation:

H.9.2.5.2.1 Material supporting a good faith effort to comply;

H.9.2.5.2.2 Referrals provided by the Department of Employment Services and other referral sources;

H.9.2.5.2.3 Advertisement of job openings listed with the Department of Employment Services and other referral sources; and

H.9.2.5.2.4 Any documentation supporting the waiver request pursuant to Section H.9.2.6.

H.9.2.6 The Contracting Officer may waive the provisions of Section H.9.2.4 if the Contracting Officer finds that:

H.9.2.6.1 A good faith effort to comply is demonstrated by Contractor;

H.9.2.6.2 Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.9.2.6.3 Contractor enters into a special workforce development training or placement arrangement with the Department of Employment Services; or

H.9.2.6.4 The Department of Employment Services certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.9.2.7 Upon receipt of Contractor's final payment request and related documentation pursuant to Sections H.9.2.5 and H.9.2.6, the Contracting Officer shall determine whether Contractor is in compliance with Section H.9.2.4 or whether a waiver of compliance pursuant to Section H.9.2.6 is justified. If the Contracting Officer determines that Contractor is in compliance, or that a waiver of compliance is justified, the Contracting

Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.9.2.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.9.2.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of five percent (5%) of the total amount of the direct and indirect labor costs of the Contract. Contractor shall make payment to the Department of Employment Services. Contractor may appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Contracting Officer pursuant to this Section H.9.2.8.

H.9.2.9 The provisions of Sections H.9.2.4 through H.9.2.8 do not apply to nonprofit organizations with less than fifty employees.

H.10 DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

In accordance with 45 C.F.R. Part 74 (Appendix A), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold of \$100,000 shall provide the required certification regarding their exclusion status and that of their principals prior to the Date of Award of the Contract.

H.11 SECURITY REQUIREMENTS

H.11.1 Contractor shall require its employees to disclose to the Department of Health (DOH) any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of Contractor's employees after DOH/Office of Inspection and Compliance, will determine the employee's suitability for continued employment.

H.11.2 Contractor shall require that employees not bring into Contractor's facilities any form of weapons or contraband; shall be subject to search; shall conduct themselves in a professional manner at all times; and shall not cause any disturbance; and shall be subject to all other rules and regulations of Contractor and DOH. Contractor shall ensure that each employee is issued a copy of Contractor's rules and signs a statement acknowledging the receipt of said rules. Contractor shall maintain the acknowledgement of receipt in the employee's personnel file.

H.12 PUBLICITY

Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under the Contract.

H.13 AMERICAN WITH DISABILITIES ACT OF 1990 (ADA) and SECTION 504 OF THE REHABILITATION ACT OF 1973, AMENDED

During the performance of the contract, Contractor and any of its subcontractors shall comply with the ADA and Section 504 of the Rehabilitation Act of 1973, as amended. The ADA (42 U.S.C. § 12101 *et seq.*) makes it unlawful to discriminate in employment against a qualified individual with a disability. Section 504 (29 U.S.C. § 794 *et seq.*) prohibits discrimination against disabled people in federally funded program and activities.

H.14 D.C. HUMAN RIGHTS ACT

During the performance of the Contract, Contractor and any of its subcontractors shall comply with the D.C. Human Rights Act. The D.C. Human Rights Act (D.C. Code Ann. §§ 2.1401.01 *et seq.*) is intended to end discrimination in the District of Columbia based on race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, and place of residence or business.

H.15 WAY TO WORK AMENDMENT ACT OF 2006

H.15.1 Except as described in Section H.17.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.15.2 Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.15.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its

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employees who perform services under the contract no less than the current living wage rate.

H.15.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.15.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.1.2 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.1.3 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.15.6 Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.

H.15.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*

H.15.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.15.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.15.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.15.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.15.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.15.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

H.15.8.6 An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as

defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.15.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

H.15.8.8 Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.15.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.15.8.10 Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.

H.15.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.16 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION ACT, AS AMENDED

H.16.1 In accordance with 45 C.F.R. § 74 Appendix A, contracts and sub-grants of amount in excess of one-hundred thousand dollars (\$100,000) shall contain a provision that requires Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. §§ 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended 33 U.S.C. §§ 1251 *et seq.*

H.16.2 Violations shall be reported to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15).

H.17 BYRD ANTI-LOBBYING AMENDMENT

H.17.1 In accordance with 45 C.F.R. Appendix A, Contractors who apply or bid for an award of more than one-hundred thousand dollars (\$100,000) shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S.C. § 1352.

H.17.2 Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to Contractor.

H.18 INTELLECTUAL PROPERTY

In accordance with 45 C.F.R. § 74, Contractor shall comply with notice of grantor agency requirements and regulations pertaining to reporting and patient rights under any contract involving research development, experimental or demo work with respect to any discovery of invention which arises or is developed in the course of the Contract, and if grantor agency requirements and regulations pertaining to copyrights and rights in data.

H.19 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. §§ 6-201 *et seq.*).

H.20 HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT

H.20.1 Definitions

The following definitions shall apply to this Section:

H.20.1.1 Business Associate. "Business Associate" shall mean Contractor.

H.20.1.2 Covered Entity. "Covered Entity" shall mean District, Department of Health, and Medical Assistance Administration.

H.20.1.3 Designated Record Set means:

H.20.1.3.1 A group of records maintained by or for a Covered Entity that is:

H.20.1.3.1.1 The medical records and billing records about individuals maintained by or for a covered health care provider;

H.20.1.3.1.2 The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or,

H.20.1.3.1.3 Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

H.20.1.3.2 For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

H.20.1.4 Individual shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

H.20.1.5 Privacy Rule. "Privacy Rule" 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.

H.20.1.6 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

H.20.1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.

H.20.1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

H.20.2 Obligations and Activities of Business Associate

H.20.2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.

H.20.2.2 Business Associate agrees to use appropriate safeguards to

prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

H.20.2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

H.20.2.4 Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

H.20.2.5 Business Associate agrees to ensure that any Agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

H.20.2.6 Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as provided by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

H.20.2.7 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner specified by the Covered Entity.

H.20.2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner specified by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

H.20.2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

H.20.2.10 Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner specified by the Covered Entity, information collected in accordance with this Section H.24, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

H.20.3 Permitted Uses and Disclosures by Business Associate

H.20.3.1 Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

H.20.3.2 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

H.20.3.3 Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provide that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

H.20.3.4 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

H.20.3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §42 C.F.R. § 164.502(j)(1).

H.21 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the

request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.22 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.23 Key Personnel

Contractor shall identify the following Key Personnel. Contractor shall not change the Key Personnel without the prior written approval from the District.

Key Personnel Position	Name
Certified Project Manager (C.3.13.5.3.1)	
Systems Technical Manager (C.3.13.5.3.2)	
Lead Business Analyst (C.3.13.5.3.3)	

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical

reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____(Contractor's Name);
and,

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to

enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for:

I.5.11.1 violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or,

I.5.11.2 based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

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| I.8.1.1 | Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured. |
| I.8.1.2 | Automobile Liability Insurance, \$1,000,000 limits per occurrence combined single limit. |
| I.8.1.3 | Worker's Compensation Insurance, according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease. |
| I.8.1.4 | Errors and Omissions Liability Insurance, \$1,000,000 limits per claim. |

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section

J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- I.10.1 Supplies or Services and Price/Cost Section (Section B)
- I.10.2 Specifications/Work Statement (Section C)
- I.10.3 Special Contract Requirements (Section H)
- I.10.4 Contract Clauses (Section I)
- I.10.5 SCP

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.12 CONTINUITY OF SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.2 The Contractor shall, upon the Contracting Officer's written notice:

I.12.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

- I.12.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.12.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.12.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.12.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.13 CANCELLATION CEILING

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of zero (0) dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.14 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

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In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

- J.1.1 Wage Determination No. 2005-2103 Rev. No 5, dated May 8, 2008
- J.1.2 Living Wage Act Fact Sheet and Notice
- J.1.3 Past Performance Evaluation Form
- J.1.4 Patient Hub Graphic

J.2 INCORPORATED ATTACHMENTS

(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)

- J.2.1 LSDBE Certification Package
- J.2.2 E.E.O. Information and Mayor's Order 85-85
- J.2.3 Tax Certification Affidavit
- J.2.4 First Source Employment Agreement
- J.2.5 Cost/Price Data Package

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS
OF OFFERORS**

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that it operates as:

K.2.1.1 ☐ a corporation incorporated under the laws of the State
of: _____

K.2.1.2 ☐ an individual

K.2.1.3 ☐ a partnership

K.2.1.4 ☐ a nonprofit organization

K.2.1.4 ☐ a joint venture

K.2.2 If the offeror is a foreign entity, it operates as:

K.2.2.1 ☐ an individual

K.2.2.2 ☐ a joint venture

K.2.2.3 ☐ a corporation registered for business in _____
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject

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to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror_____ Date_____

Name_____ Title_____

Signature_____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

K.5.1 Each offeror shall check one of the following:

K.5.1.1 _____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

K.5.1.2 _____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.6.1 Each signature of the offeror is considered to be a certification by the signatory that:

K.6.1.1 The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

K.6.1.1.1 those prices

K.6.1.1.2 the intention to submit a contract, or

K.6.1.1.3 the methods or factors used to calculate the prices in the contract.

K.6.1.2 The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

K.6.1.3 No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.6.2 Each signature on the offer is considered to be a certification by the signatory that the signatory;

K.6.2.1 Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.6.1 above; or

K.6.2.2 Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Section K.6.1 above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

K.6.2.2.1 As an authorized agent, does certify that the principals named in Section K.6.2.2 above have not participated, and will not participate, in any action contrary to Section K.6.1 above; and

K.6.2.2.2 As an agent, has not participated, and will not participate, in any action contrary to Section K.6.1 above.

K.6.3 If the offeror deletes or modifies Section K.6.1.2 above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

L.2.1 Offerors shall provide one (1) original, five (5) hardcopies, and ten (10) electronic copies of the written proposal. The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical and Volume II Cost and Price. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCTO-2008-R-0165 - Patient Data Hub"

L.2.2 The Technical and Cost and Price Volumes shall contain written narratives and attachments as described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

L.2.2.1 Typewritten (8.5" by 11" bond paper);

L.2.2.2 Single spaced;

L.2.2.3 One (1) sided;

L.2.2.4 Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);

L.2.2.5 One (1)-inch (or greater) margins;

L.2.2.6 Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;

L.2.2.7 Technical Proposal narratives shall not exceed two hundred (200) pages. The Cost and Price Proposal narratives shall not exceed twenty-five (25) pages. Each proposal shall be submitted in two (2) separate volumes;

L.2.2.8 Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and

L.2.2.9 Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.3 The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the contract provisions as described in Sections A – K of the solicitation. In addition, the Cover Letter shall include a discussion of the Offeror's understanding of the objectives of this solicitation, an overview of the mission and goals of the Offeror's organization, and how the Offeror's mission and goals relate to their understanding of the goals. The Cover Letter shall be signed by an authorized representative of the Offeror's organization. The Cover Letter is not included in the total page count of the technical and price proposal narrative limits described in Section L.2.2.7.

L.2.4 The Offeror shall prepare a Table of Contents for each volume indicating the location of the title of the subheadings and page numbers for each subheading. The Table of Content pages are not included in the total page count of the technical and price proposal narrative limits described in Section L.2.2.7.

L.2.5 Offerors are directed to Section M of this solicitation, Evaluation Factors and Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Standards and M.4 Evaluation Criteria and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C.3 of the solicitation and the instructions to Offerors that follow in Section L.3. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and greatest value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement.

L.2.6 The information requested in Section L.3 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C

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in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.3 in a logical order consistent with the RFP, providing reference to the requirement being addressed.

L.2.7 Proposal Information Submission

L.2.7.1 When responding to the instructions in Section L.3, below, Offeror shall provide information, as applicable, regarding:

L.2.7.1.1 Services provided by the Offeror similar in size and scope as those described in the relevant section of Section C;

L.2.7.1.2 Services provided by the Offeror in other jurisdictions similar in size and scope as those described in the relevant section of Section C;

L.2.7.1.2 Services the Offeror proposes to provide in the District in response to the required services including relevant draft policies, procedures, protocols, and manuals; and

L.2.7.1.3 When relevant, the qualifications, training, education, years of experience, and capability of Offeror's Key Personnel to perform the required services.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1 Volume I - Technical Proposal Content Instructions

The Offeror's Technical Proposal that addresses technical, operational and policy management shall be organized and presented in the following clearly marked separate sections:

L.3.1.1 Technical Capability

The information contained in this section shall facilitate the evaluation of the Offeror's technical capability. The Offeror shall provide at a minimum the following information described below.

L.3.1.1.1 Category

L.3.1.1.1.1 Technical Narratives:

The Offeror shall provide the following narratives:

L.3.1.1.1.1.1 Describe Offeror's proposed solution of the technical and operational design and implementation of an initial, scalable central, shared Patient Data Hub (The Hub) service (as described in the MITA Framework 2.0 as a MITA Hub) with Master Patient Index (MPI), data repository and data and analytical capabilities that allows numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric driven system

L.3.1.1.1.1.2 Describe how Offeror shall integrate an effective and efficient methodology for the technical and operational design and implementation of interfaces from the source systems, and the capability for additional interfaces and additional systems/providers/entities, to the the Hub including metadata and data conversion and record locator mechanisms. This description include the option of easy expansion of initial sources to a much wider set of health care providers at later funded stages of the project.

L.3.1.1.1.1.3 Describe the design of the Hub and how its platform will reside in a District owned or operated/managed facility, record locator capability and interfaces based on the methodology above.

L.3.1.1.1.1.4 Describe the definition of storage of data, including hub data schema, transformation schemas (including dynamic transformations on request based on the record locator mechanism) and physical data repository.

L.3.1.1.1.1.5 Describe Offeror's capability for Data Matching and reconciliation components of the Hub, including but not limited to metadata and content/data reconciliation.

L.3.1.1.1.1.6 Describe how Offeror shall audit all data transfer and data access activities of the Hub

L.3.1.1.1.1.7 Describe how Offeror shall include user access control, authentication and authorization, user interface and web-service interface capability, including an operational data

view with data tied to individual/specific patients, reporting based on various criteria that includes lists of multiple patients, and analytical/statistical reporting that does not include individually identifying information

L.3.1.1.1.1.8 Describe how Offeror shall provide legal support, policy support, operational project management and user management support for the entire design, development and operation, including in the organizational and IT/software areas for all activities necessary for users accessing the system and for organizations joining the process prior to them using the Hub.

L.3.1.1.1.1.9 Describe how Offeror shall manage the hardware and software acquisition for the District, which may be through RFP or GSA process.

L.3.1.1.1.1.10 Describe whether and how Offeror proposes implementation and rates for implementation for the initial interfaces.

L.3.1.1.1.1.11 Describe a solution that allows users to access the web-based rules based query engine to query and display results from the various data sources identified throughout this document and governed by end user credentials, rights and privileges

L.3.1.1.1.1.12 Describe in detail the solution process and support activities (including release schedules, communication, training, etc.).

L.3.1.1.1.1.13 Describe in detail any components of the solution certified through The Certification Commission for Healthcare Information Technology (CCHIT).

L.3.1.1.1.1.14 Describe in detail how the technical architecture enables integration of third party software to include, but not be limited to, practice management systems, governmental agency systems, private payer systems, etc.

L.3.1.1.1.1.15 Describe in detail any current third party connectivity/integration with the solution (e.g., formulary and prescribing services, practice

management systems, decision support providers, laboratory systems and other functional components).

L.3.1.1.1.1.16 Describe any future plans for strategic partnerships that involve the Offeror's solution.

L.3.1.1.1.1.17 Describe how the proposed solution for the technical and operational design and implementation of interfaces complies with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule requirements (45 C.F.R. Parts 160, 162 and 164), Medicaid privacy and security and other federal/District privacy and security legal and regulatory requirements.

L.3.1.1.1.1.18 Describe specific technical safeguards that include but are not limited to, access controls; integrity controls and encryption and audit.

L.3.1.1.1.2 Technical Attachments

The Offeror shall provide the following attachments:

L.3.1.1.1.2.1 High-level technical diagrams with a description of the proposed solution to demonstrate the interconnectivity of the components. Both logical and physical (deployment) diagrams must be provided along with data flow diagram. These must clearly identify solution components, technologies and products used to build these components and future expansion path as necessary

L.3.1.1.1.2.2 An overall technical architecture diagram with a description and purpose of each component identified in the diagram including, but not limited to servers, firewalls, routers, switches and security layer(s), network technologies for land lines, Local Area Networks (LANs), Wide Area Networks, (WAN), fax, wired and wireless transmission media (twisted wire, cable, fiber optic, infrared, light, radio, microwave, satellite, Broadband air cards, WiFi, Blue Tooth) and electronic devices such as Personal Computers (PCs), laptops, tablet PCs, Personal Digital Assistants (PDAs), Smartphone, etc

L.3.1.1.1.2.3 A technical architecture diagram of the interoperability solution with a description and purpose of each component identified in the diagram,

L.3.1.1.1.2.4 A table that lists software, equipment and detailed specifications for each item that will be purchased by the District to successfully implement the proposed solution. Offeror shall also describe the purpose of each item.

L.3.1.1.2 Management Reports, Reviews and Approval Process of Deliverables Requirements

L.3.1.1.2.1 Management Reports, Reviews and Approval Process Narratives

The Offeror shall provide the following narratives:

L.3.1.1.2.1.1 Describe Offeror's approach to programming and project management. This description shall include proposed methods for handling potential problems, including, but not limited to, contingencies and schedule delays, and detailed work plan for the project. Specifically, this description shall address the following

L.3.1.1.2.1.1.1 Methods for project status reporting, including examples of previous types of reports;

L.3.1.1.2.1.1.2 Approach to interacting with the District staff, contractors and designated stakeholders;

L.3.1.1.2.1.1.3 Approach to internal project management structure for technical, operational and policy;

L.3.1.1.2.1.1.4 Manpower and time-estimating procedures;

L.3.1.1.2.1.1.5 Internal quality control monitoring to produce deliverables;

L.3.1.1.2.1.1.6 Sign-off procedures for completion of deliverables and major activities;

L.3.1.1.2.1.1.7 Approach to problem identification, escalation and resolution;

L.3.1.1.2.1.1.8 Any assumptions or constraints in developing the work plan; and

L.3.1.1.2.1.1.9 Schedule and plan that addresses all activities required to accomplish the tasks of the RFP.

L.3.1.1.2.2 Management Reports, Reviews and Approval Process Attachments

L.3.1.1.2.2.1 A functional organization chart.

L.3.1.1.2.2.2 A copy of a QA Plan for required deliverables.

L.3.1.1.3 Operations and Services

The Offeror shall provide the following attachments and narratives with information about the Offeror's plans for meeting the Operations and Services Requirements

L.3.1.1.3.1 Implementation of Contract Narrative:

L.3.1.1.3.1.1 Describe the members of the proposed implementation team and their qualifications.

L.3.1.1.3.1.2 Outline the expectations of the Offeror's staff and the District to achieve the implementation objectives.

L.3.1.1.3.1.3 Address the key functions of the program and outline the tasks, timeframes and number of Full-Time Equivalents (FTE) dedicated to the implementation, and the persons or positions (if vacant) responsible for the implementation of the program

L.3.1.1.3.2 Reporting Requirements Narrative:

L.3.1.1.3.2.1 Describe Offeror's approach to ensuring that it will fulfill the Reporting Requirements described in Section C.

L.3.1.1.3.3 Operations and Services Required Attachments:

L.3.1.1.3.3.1 A GANNT chart for the implementation period showing tasks and identifying responsible staff for each task.

L.3.1.1.3.3.2 Any proposed procedures for related to the Reporting Requirements defined in Section C.16.

L.3.1.1.4 Financial Functions

The Offeror shall provide the following attachments and narratives related to Financial Functions.

L.3.1.1.4.1 Narratives

L.3.1.1.4.1.1 Describe Offeror's approach to ensuring that it will fulfill the Financial Functions and Requirements.

L.3.1.1.4.2 Attachments

L.3.1.1.4.2.1 Copies of audited financial statements for the last two (2) years, including the auditor's opinion letter and statement of functional expenses, if applicable. If Offeror has not been in business for the last two years, Offeror shall submit copies of audited financial statements for the period in which the Offeror has been in business, including the auditor's opinion letter and statement of functional expenses, if applicable.

L.3.1.1.4.2.2 A copy of the internal controls surrounding financial accounting and reporting if not provided in accordance with a provision above.

L.3.1.1.4.2.3 A copy of the Offeror's Fraud and Abuse Compliance Plan and internal control procedures designed to guard against fraud, waste, and abuse.

L.3.1.1.4.2.4 Budgeted financial statements (balance sheet and income statement) for the first two years of the Contract.

L.3.1.2 Corporate Qualifications

The information requested in this section shall facilitate the evaluation of the Contractor's Corporate Qualifications, including Contractor's Past Performance and Previous Experience to perform the required services as described in Section C.3 and Section H.

L.3.1.2.1 Past Performance

L.3.1.2.1.1 Narratives

L.3.1.2.1.1.1 Describe the number of years of experience separated by corporate and individual staff and how Offeror's staff will support The Hub.

L.3.1.2.1.1.2 Describe the Contractor's company, products and services, and company history.

L.3.1.2.1.1.3 Describe the Contractor's process for project management and identify the usual level of Offeror on-site involvement.

L.3.1.2.1.1.4 Describe all existing and potential future relationships with partners who may provide products and services as a part of this response. Differentiate between the role of Contractor's organization and those of Contractor's partners, including the responsibilities associated with each partner by product and/or service.

L.3.1.2.1.1.5 Describe any interfaces that Contractor has already built with specific health care information systems vendors.

L.3.1.2.1.1.6 Describe the Contractor understands of the District's needs and the Offeror's experience in meeting these needs.

L.3.1.2.1.2 Past Performance Attachments

L.3.1.2.1.2.1 List of five (5) relevant public sector and business references related to operational HIT systems for the District to contact, including the

name, relationship to the Contractor, title, organization, point of contact, and phone number.

L.3.1.2.1.2.2 List with the following information for contracts and subcontracts with organizations that are ongoing or have been completed within the past three (3) years for whom the Contractor has performed similar work identified in this RFP (please list in order of largest to smallest contract or subcontract value):

L.3.1.2.1.2.2.1 Name of contracting activity;

L.3.1.2.1.2.2.2 Contract number;

L.3.1.2.1.2.2.3 Contract type;

L.3.1.2.1.2.2.4 Contract duration (or Period);

L.3.1.2.1.2.2.5 Total contract value;

L.3.1.2.1.2.2.6 Type of work performed;

L.3.1.2.1.2.2.7 Name of contracting activity;

L.3.1.2.1.2.2.8 Contracting Officer Name, Address and Telephone;

L.3.1.2.1.2.2.9 Program Manager Name, Address and Telephone;

L.3.1.2.1.2.2.10 A description of any major problems encountered in performing the contract and corrective actions taken; and

L.3.1.2.1.2.2.11 Whether any of the Subcontractors are LSDBE certified.

L.3.1.2.1.2.3 Provide a list of contracts awarded to the Offeror, active and expired, during the past five (5) years that are similar in size (as determined by contract dollar value) and scope and related services

described in Section C. The following information shall be provided for each contract:

L.3.1.2.1.2.3.1 Name of the contracting organization;

L.3.1.2.1.2.3.2 Contract Number (for subcontracts, provide the prime contract number and subcontract number);

L.3.1.2.1.2.3.3 Contract type and total contract value;

L.3.1.2.1.2.3.4 Description of requirements;

L.3.1.2.1.2.3.5 Performance evaluations or related evaluation data;

L.3.1.2.1.2.3.6 Contracting Officer's name and telephone number; and

L.3.1.2.1.2.3.7 Program Manager's name and telephone number and alternate contact person name and telephone number.

L.3.1.2.1.2.3.8 Contractor shall forward the Past Performance Evaluation Form attached in Section J.1.4 to each business reference listed above for completion with instructions to return the completed form to the Contact Person identified in Section L.2 Office of Contracting prior to the closing date established for the solicitation and described in Section L.4.

L.3.1.2.1.2.4 Submit a recent annual report, including separate statements for the portion of Offeror's company serving the healthcare market. If Offeror is a subsidiary of another company, provide the parent company financials.

L.3.1.2.1.2.5 Include financial information for each vendor partner included in Contractor's proposed product.

L.3.1.2.1.2.6 Include a sample design document developed for one of Contractor's prior projects. This shall contain the participant entities in these projects and geographic area involved.

L.3.1.2.2.2 Organization and Staffing Required Attachments:

L.3.1.2.2.2.1 An organizational chart showing:

L.3.1.2.2.2.1.1 Contractor's staff to provide or contribute to the services to be provided under the contract, including, at a minimum, the Key Personnel described in Section H.23.

L.3.1.2.2.2.1.2 The organizational chart shall include the staff member's name, if available, and position; and

L.3.1.2.2.2.1.3 The organizational chart shall depict the reporting lines and accountability among the Contractor's staff and subcontractors as applicable.

L.3.1.2.2.2.2 An organizational chart showing the organization of key functions within the plan.

L.3.1.2.2.2.3 List the names and attach the resumes of the Key Personnel listed in Sections H.23. If the position is currently vacant, provide a job description.

L.3.2.1.4.1 Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.1.2;

L.3.1.2.3 Representations and Certifications

Contractor shall complete the following representations and certifications:

L.3.1.2.3.1 Completed information in the Equal Employment Opportunity Forms, Attachment J.2;

L.3.1.2.3.2 Tax Certification, Attachment J.11; and

L.3.1.2.3.3 First Source Employment Agreement, Attachment J.3

L.3.2 Volume II: Price Proposal

L.3.2.1 The Contractor's Price Proposal shall be organized and presented in the following clearly marked separate sections.

L.3.2.1.1 Table of Contents

L.3.2.1.2 Contract Budget and Cost and Price Data

L.3.2.1.3 The Contractor may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.2.5 is met. This pro-forma contract budget will show the "total costs" that the Contractor anticipates incurring in the performance of the contract requirements

L.3.2.1.4 Price Proposal Narrative

The Contractor shall provide a narrative of the Price Proposal to include at a minimum the following;

L.3.2.1.4.1 Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.2;

L.3.2.1.4.2 Description of the Contractor's plans to maintain sufficient financial resources to perform the required services and contingency plans should costs be greater than expected

L.3.2.1.5 Cost/Price Data and Certification

The Contractor shall complete and provide the Cost/Price Data Certification provided in Attachment J.2.5.

L.4 PROPOSAL SUBMISSION DATE AND TME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWALS OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

Proposals must be submitted by the date indicated on Section A, Page One (1), Block Nine (9) of the RFP. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local

time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.4.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

L.4.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.4.1.3 The proposal is the only proposal received.

L.4.2 Withdrawal or Modification of Proposals

A Contractor may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.4.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than June 3, 2008. The District will not consider any questions received after June 3, 2008. The District will furnish responses promptly to all other prospective Contractors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer identified in Section G, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such Recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a Recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the Recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

L.7.1.1 If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.8 PROPOSAL PROTESTS

Any actual or prospective Contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an Agent shall be accompanied by evidence of that Agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Contractors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the Contractors in submitting proposals in response to this solicitation or in implementing a contract awarded under this solicitation.

L.12 ELECTRONIC COPY OF PROPOSAL FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, including all narratives and attachments for Volumes 1 and 2, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.13 CERTIFICATE OF INSURANCE

The Offeror shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Annie R. Watkins
Office of Contracting and Procurement
441 4th Street N.W. Suite 700 South
Washington, D.C. 20001
Telephone: 202-727-5274
Fax: 202-727-0167
Email: annie.watkins@dc.gov

L.14 ACKNOWLEDGEMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFER

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Contractors still within the competitive range. The Best and Final Offers acceptance period shall be for a period of 90 days from the due date of Best and Final Offers.

L.16 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of Contractor;

L.16.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.16.3 If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual Recipients of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Brokers will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 Standards of Responsibility

The Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District.

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

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L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence that Contractor does not have any judgments against it that may negatively affect or preclude satisfactory performance.

L.18.8 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.9 If the Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.19 PRE-PROPOSAL CONFERENCE

L.19.1 A pre-proposal conference will be held at 10:00 a.m. on May 29, 2008 at the Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 South. Prospective Contractors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Contractors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.19.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than June 3, 2008 in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Contractors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.20 KEY PERSONNEL

L.20.1 The District considers the positions described in Section H.23 as Key Personnel for this Contract.

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L.20.2 The offeror shall set forth in its proposal the names and reporting relationships of the Key Personnel identified in Section H.23 that the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.21 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

SECTION M: EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING SCALE

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies
4	Good	Meets requirements and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 In accordance with M.1, the District will make the award to the responsible offeror whose offer is most advantageous to the District based upon the evaluation criteria specified below.

M.4 EVALUATION CRITERIA

M.4.1 The technical evaluation criteria set forth below have been tailored to the requirements of this particular solicitation. These criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the offeror shall specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to offerors described in Section L.

M.4.2 The relative probabilities of the offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L.3 in accordance with the evaluation factors described below. Offeror should respond to each factor and significant sub factor in a way that will allow the District to evaluate offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the risk to the District will also be considered.

M.4.3 Technical Criteria

M.4.3.1	Technical Capability	50
M.4.3.1.1	Data repository, Data transfers, Locator service –	18
M.4.3.1.2	Data matching and reconciliation (MPI), UI and web services -	13
M.4.3.1.3	Engagement process, user access control and audit –	12
M.4.3.1.4	Reporting and Analytics –	07
M.4.3.2	Corporate Qualifications	40
M.4.3.2.1	Past Performance	20
M.4.3.2.2	Organization and Staffing	20

M.4.4 Price Criteria **10**

M.4.4.1 The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (10) = \text{Evaluated Price Score}$$

M.4.5 Preference Points 12 Points

M.4.6 Total Points 100 Points

M.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.6 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.6.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.6.1.1.1 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.6.1.1.2 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.1.3 Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.1.4 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.1.5 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.6.1.1.6 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.2 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

M.6.2.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.6.2.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.6.2.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the

bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.2.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.6.2.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.6.2.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.6.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.5 Vendor Submission for Preferences

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

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M.6.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.6.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.6.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.6.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

M.6.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.6.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

M.6.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.6.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.6.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

M.6.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.6.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.