

REQUEST FOR TASK ORDER PROPOSAL (RFTOP) (THIS IS NOT AN ORDER) OFFEROR TO COMPLETE BLOCKS 6 and 13		1. This Solicitation is: <input type="checkbox"/> SET ASIDE SBE (_____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS (_____ Schedule) <input checked="" type="checkbox"/> GSA SCHEDULE (MOBIS Schedule Consulting Services 874-1)			Page of Pages <div style="display: flex; justify-content: space-between;">168</div>	
2. Solicitation Number DCHT-2011-T-0009	3. Caption State Medicaid Health Information Technology Plan		4. Requisition Number	5a. Due Issued: 3-29-11 5b. Offer Due Date: 4-14-11		
6. Offeror's GSA Schedule Contract Number						
7A. Issued By: Department of Health Care Finance Office of the Director – Office of Contracts 899 North Capitol Street, NE 6th Floor Washington, DC 20002			7B. Solicitation Contact: Jim Marshall Department of Health Care Finance Office of the Director – Office of Contracts 899 North Capitol Street, NE 6th Floor Washington, DC 20002 jim.marshall@dc.gov 202 442-9106			
8A Administered By: Brenda Emanuel Department of Health Care Finance Office of Innovation 899 North Capitol Street, NE 6th Floor Washington, DC 20002			8B Submit To: Office of the Director – Office of Contracts 899 North Capitol Street, NE 6th Floor Washington, DC 20002 Attn: Jim Marshall			
9. Deliverables See Section F.2			10. Payment Will Be Made By: See G.2.1			
11. Offeror To Potential Offerors						
IMPORTANT: If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by the offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.						
12. Schedule						
CLIN No.	Supplies/Services		Quantity	Unit	Unit Price	Amount
	See Section B.3					
13. Offeror						
Name			Authorized Individual Name			
Address			Authorized Individual Title			
City, State, Zip			Authorized Individual Signature			
Phone		e-mail		Date		

**SECTION B
SUPPLIES OR SERVICE AND PRICE/COST**

B.1 INTRODUCTION

The District of Columbia Department of Health Care Finance (DHCF) is seeking a Contractor to provide assistance with the development of the District’s State Medicaid Health Information Technology Plan (SMHP), including Electronic Health Record Incentive Program implementation plan, and Implementation Advance Planning Document (I-APD) development services as described in Section C.3.

B.2 TASK ORDER

The District contemplates the award of a fixed price task order to be issued against the Contractor’s GSA MOBIS Schedule #874-1.

B.3 PRICE SCHEDULE – FIXED PRICE

Contract Line Item No. (CLIN)	Line Item Description	Total Price
0001	Phase 1 – Version 1.0 of the SMHP As-Is Implementation of the EHR Incentive Program sections Initial I-APD	\$ _____
0002	Phase 2 - Version 2.0 of the SMHP To-be vision HIT roadmap	\$ _____
0003	Phase 3 - I-APD Updates	\$ _____
Total Price		\$ _____

**SECTION C
SPECIFICATIONS/WORK STATEMENT**

C.1 SCOPE OF WORK

The District of Columbia, Department of Health Care Finance (DHCF) seeks competitive responses from Contractors to provide State Medicaid Health Information Technology Plan (SMHP), including Electronic Health Record Incentive Program implementation plan, and Implementation Advance Planning Document (I-APD) development services,

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Public Law	American Recovery and Reinvestment Act (ARRA), Public Law 111-5	Most Recent
2	US Code	42 U.S.C. § 3013 : US Code - Section 3013: Federal agency cooperation http://codes.lp.findlaw.com/uscode/42/35/II/3013	Most Recent

C.2 BACKGROUND

C.2.1 Background/History

The DHCF is the District of Columbia’s Medicaid Agency. As such, DHCF is responsible for the administration of the District’s Medicaid program in conformance with District and federal law and regulation. In 2009 the federal government passed the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, which, among other things, created a Medicaid Electronic Health Record Incentive Program (EHRIP) to “encourage the adoption and use of certified Electronic Health Record (EHR) technology”. This new program will be implemented after careful planning by DHCF and alignment of the District of Columbia program with CMS regulations. DHCF is releasing this RFP to obtain assistance in its planning effort, which will include the overall development of the SMHP, including the EHRIP implementation plan, and associated IAPD.

The following sections provide background information on the federal government’s approach, the history of use of EHRs in the District, the activities undertaken to-date within DHCF in order to draw the historical context for this SMHP RFP.

C.2.1.1 The District of Colombia's Health Information Technology (HIT) Planning To-Date

The District of Columbia Department of Health Care Financing (DHCF) was awarded funding from the U.S. Department of Health and Human Services (DHHS), Office of the National Coordinator for Health Information Technology (ONC) under the State Health Information Exchange Cooperative Agreement (State HIE) Program to plan and implement District wide Health Information Exchange (HIE). In this phase of the project, the District is developing its Strategic and Operational Plans. The objective of this Strategic Plan is to identify the governance, functions, services, financing, and technical architecture of the District wide HIE initiative that will enable improvements to the efficiency and quality of health care services across the District. In addition to its responsibilities for the DC HIE program, DHCF has oversight responsibilities for the District's Medicaid program and the DC Healthcare Alliance (the Alliance), a 100-percent locally funded program that covers low income DC residents not otherwise eligible for Medicaid.

The mission of DHCF is to improve health outcomes by providing access to comprehensive, cost-effective, and quality health care services for residents of DC. As the oversight agency for both Medicaid and the District's HIE programs, DHCF will ensure Health Information Technology (HIT) initiatives and activities are coordinated, including the identification, prioritization, and implementation of HIT services. DHCF has been appointed by the Mayor's Office as the lead agency for HIE Planning. DHCF is working collaboratively with the DC Department of Health (DOH) and Office of Chief Technology Officer (OCTO) as well as with the District's Regional Health Information Organization (RHIO) and the Regional Extension Center (REC) to implement the HIE project.

An important first step in the DC HIE planning process is scanning the current environment to establish a baseline of HIE activity and the District's readiness to support HIE. The scan is intended to capture the current levels of HIE activity, as well as identify unique needs that the planning process should address. Further, the results will help shape the strategic decisions facing the District and its approach to Stakeholder involvement. In assessing the current environment it should be noted that there are limitations regarding the availability of some of the desired information. For example, assessing the current level of provider HIE participation is problematic as the relevant oversight organizations do not currently capture data elements needed for accurate sampling of information such as use of HIT or current health exchange practices by various types of health providers. Results of the DC HIE environmental scan conducted to date are summarized in the sections that follow.

The Washington Metropolitan Area, which includes the surrounding counties in Maryland and Virginia, is the ninth-largest in the United States with more than five million residents. When combined with Baltimore and its suburbs, the region has a population exceeding eight million residents, the fourth-largest in the country.

The District of Columbia faces some unique challenges as it attempts to expand HIE services to its entire health care community. Among those challenges, the District has the third highest poverty rate in the nation with about 19.1% of DC residents living at or below the poverty line. The poverty rate for the US is 13.3%. In nearby Maryland, the poverty rate is 8.2% and in Virginia it is 10%.

The city possesses a diverse population with significant immigrant communities. According to the 2007 American Community Survey conducted by the U.S. Census Bureau, the population distribution of Washington, D.C. is 55.6% Black or African American, 36.3% White, 3.1% Asian, 0.2% American Indian, and 4.8% Other. In addition, Hispanics made up 8.3% of the District's population. There were an estimated 74,000 foreign immigrants living in Washington, D.C. in 2007. Approximately 225,000 DC residents (over one third of the District's residents) are eligible to receive publicly financed health care through Medicaid and the Alliance. The District provides one of the most generous and comprehensive Medicaid programs in the country in addition to providing locally funded coverage through the Alliance. Notwithstanding these benefits, a significant percent of the residents in the District's federally-designated disadvantaged neighborhoods suffer from chronic diseases such as diabetes, asthma, and hypertension.

The environmental scan aims to assess the levels of HIT activity and physician electronic reporting currently underway in the city and identify possible gaps that should be addressed as a result of the assessment. Scan information was obtained by reviewing survey research results used in connection with other health information technology projects. Additionally, an independent survey of District providers, independent pharmacies, and licensed laboratories (non-hospital based) is currently underway. The scope of the current survey is limited to the measures identified in the PIN (Program Information Notice) and several attributes that will provide DHCF and DC HIE a well-formed picture of EHR capacity and use within the District. The survey's data source and methods will provide a foundation for monitoring HIT adoption in future HIE and REC activities.

Despite many challenges, the District has made progress in encouraging providers to adopt capabilities in electronic health reporting and enrolling eligible providers in HIE activity. Significant progress has been made by the DC RHIO and the IQ Network in expanding the interoperable exchange of clinical information among participating providers. With the introduction of a Medicaid Patient Data Hub sponsored by DHCF, the District is positioned to build upon the current environment to expand interoperability across unaffiliated organizations. Additionally, the REC reports that about 36% of eligible primary care physicians have EMR capabilities.

The District of Columbia has 13 acute care hospitals including the following:

Georgetown University Hospital	National Rehabilitation Hospital
George Washington University Hospital	Psychiatric Institute of Washington
Children's National Medical Center	Walter Reed Army Medical Center
Providence Hospital	Veterans Administration Hospital
United Medical Center	Washington Hospital Center
Hospital for Sick Children Pediatric Hospital	Sibley Memorial Hospital
	Howard University Hospital

Hospitals report some degree of electronic reporting capabilities mainly within existing care networks. Six of the major hospitals have enrolled or are in the process of enrolling into the District's RHIO. Children's National Medical Center participates in the IQ Network – a Regional HIE for pediatric practitioners.

C.2.1.2 SMD letter the CMS proposed rules

In September 2009 the Centers for Medicare and Medicaid Services (CMS) issued a State Medicaid Director (SMD) letter to provide initial guidance to state Medicaid officials on the Section 4201 of ARRA, regarding the establishment of an incentive program to provide payment to certain eligible providers who adopt and become meaningful users of electronic health records. This letter and its enclosures are included as Attachment J.3. Enclosure A of the September 1, 2009 SMD letter is titled "State Medicaid HIT Plan (SMHP)". It details four (4) components that every state must include in their SMHP:

1. A current landscape assessment;
2. A vision of the State's HIT future;
3. Specific actions necessary to implement the incentive payments program; and,
4. A HIT roadmap.

CMS released a Final Rule on July 13, 2010 titled, *Medicare and Medicaid Programs; Electronic Health Record Incentive Program*. This rule was published in the Federal Register on Wednesday, July 28, 2010. (Attachment J.6) includes the entire final rule as released by CMS on July 13, 2010. In summary, the proposed rule would implement the incentive payment provisions of ARRA by specifying the initial criteria an eligible professional (EP) and eligible hospital must meet in order to qualify for the incentive payment; calculation of the incentive payment amounts; payment adjustments under Medicare for covered professional services and inpatient hospital services provided by EPs and eligible hospitals failing to meaningfully use certified EHR technology; and other program participation requirements.

As required by ARRA, the Office of the National Coordinator for Health Information Technology (ONC) issued a closely related final rule that specifies the Secretary's adoption of an initial set of standards, implementation specifications, and certification criteria for electronic health record technology. This related final rule was also released on July 13, 2010.(Attachment J.7)

In a July 13, 2010 press release from the Office of the Secretary of Health and Human Services, referring to the two (2) rules described above, Secretary Sebelius stated the following, *"CMS' and ONC's final rules complement two other recently issued HHS rules. On June 24, 2010, ONC published a final rule establishing a temporary certification program for health information technology (Attachment J.8). And on July 8, 2010 the Office for Civil Rights announced a proposed rule that would strengthen and expand privacy, security, and enforcement protections under the Health Insurance Portability and Accountability Act of 1996."*(Attachment J.9)

The SMHP, including the Electronic Health Record Incentive Program (EHRIP) implementation plan and IAPD to be developed through the solicitation shall be in conformance with federal guidance, including those described above, and also meet the specific District of Columbia specifications delineated in Section C.3, the Scope of Work (SOW).

C.2.1.3 DCPCA Primary HIE Partner Information

While there are many partners to be involved in the planning and development of the SMHP, including the EHRIP implementation plan, and associated IAPD, DCPCA is the District's primary HIE partner in the development of the health information exchange system..

DC Primary Care Association (DCPCA) is leading the development of the DC RHIO, the region's first operational, collaborative health information exchange system providing access to shared patient information. The DC RHIO was developed by DCPCA under a \$6 million grant from DOH and is advised by a panel representing stakeholders including hospitals, clinics, physicians, payer organizations, patient advocates, and DC government. The DCPCA also serves as the Regional Extension Center for the District of Columbia. Members exchanging live clinical data through the DC RHIO now include two Federally Qualified Health Centers (FQHCs), one FQHC look-a-like, three non-FQHC CHCs, and two acute care hospitals. In the coming months, two additional FQHCs and at least two additional acute care hospitals – George Washington University and Howard University – will also connect to exchange patient data. In addition, DC RHIO has signed participation agreements from three additional acute care hospitals that expect to be connected to the RHIO within the year. The RHIO has been evaluated by University of Maryland Center for Health Information and Decision Systems in accordance with eHI standards and has been designated a Stage 4-5 HIE.

C.2.1.4 Other HIE Activities in the District

Pediatric physicians associated with Children's National Medical Center are currently participating in the IQ Network, an HIE specializing in pediatric providers and operating regionally. The IQ Network has participants in the District, Maryland, and Virginia.

The DC RHIO, the Patient Data Hub (PDH) under development by DHCF, and the existing IQ Network, will further enable the sharing of Medicaid claims and patient clinical data, and planning is also underway to establish data sharing connections between the RHIO and the DC mental health care system.

The Washington DC VA Medical Center is also located within the DC RHIO's geographic service area, as is Walter Reed Army Medical Center, a Department of Defense (DOD) medical facility. DCPCA is in contact with the Washington DC VA Medical Center and the DOD Defense Health Information Management System to leverage those HIT systems to develop a more robust information exchange.

C.3 SCOPE OF WORK

The Scope of Work includes the comprehensive construction of the District's Medicaid Health Information Technology Plan (SMHP), including the Medicaid Electronic Health Record Incentive Program (EHRIP) implementation plan, and the associated Implementation Advance Planning Document (IAPD).

The Contractor shall develop the planning documents in accordance with the following:

1. SMD letter dated September 1, 2009 (Attachment J.3);
2. The District of Columbia's HIT P-APD and,
3. CMS Final Rule, *Medicare and Medicaid Programs; Electronic Health Record Incentive Program*, released by CMS on July 13, 2010 and published in the federal register on July 28, 2010 (Attachment J.6).

The Contractor shall also develop the planning documents in accordance with the final rule released by the ONC for Health Information Technology that specifies the Secretary's adoption of an initial set of standards, implementation specifications, and certification criteria for electronic health record technology. This related final rule was released on July 13, 2010 (Attachment J.7). ONC also published a final rule establishing a temporary certification program for health information technology on June 24, 2010 (Attachment J.8). Finally, the Office for Civil Rights announced a proposed rule on July 8, 2010 that would strengthen and expand privacy, security, and enforcement protections under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Attachment J.9).

The following sections of the SOW include summaries and references to these documents. The final District of Columbia SMHP, including the EHRIP implementation plan, and associated IAPD shall follow the general outline provided by CMS and meet all the requirements set forth below and in the documents referenced in this section. In addition, the District of Columbia SMHP, including the EHRIP implementation plan, and associated IAPD shall conform to future CMS and District of Columbia guidance received between contract signing and submission of the Final IAPD to CMS for approval.

C.3.1 CMS Four (4) Mandatory Components of SMHP

As described in Section C.2.1.2, Attachment A to the September 1, 2009 SMD (Attachment J.3) letter contains four (4) mandatory components of every state's SMHP, including the SMHP to be developed as part of the required services. Those four (4) components are:

1. Current Landscape Assessment;
2. Vision of the State's HIT future;
3. Specific actions necessary to implement the incentive payments program; and,
4. HIT Roadmap.

The April 27, 2010 revised CMS SMHP template (Attachment J.4) identifies five (5) sections (A, B, C, D, and E) to be included in state SMHP submissions. These five (5) sections align with the four (4) mandatory components listed above as follows:

1. Current Landscape Assessment – CMS template Section A
2. Vision of the State's HIT future – CMS template Section B
3. Specific actions necessary to implement the incentive payments program – CMS template Sections C and D
4. HIT Roadmap – CMS template Section E

The five (5) CMS template sections are described in detail in Section C.3.2.

The four (4) components and associated detailed information from CMS documentation is included below, within the Requirements Section. Additional District of Columbia specific guidance is included later in the Requirements, beginning in Section C.3.3. In all instances, the District of Columbia specific guidance is in addition to the CMS requirements presented in this section.

C.3.1.1 Current Landscape Assessment

The Contractor shall conduct a Current Landscape Assessment intended to draw a baseline for HIT within District of Columbia. As such there are a number of

activities that shall be undertaken in order to draw an accurate picture of the current state of HIT in District of Columbia.

The Current Landscape Assessment, described in this section and in sections C.3.1.1.1, C.3.1.1.2, and C.3.1.1.3, shall provide the basis for the Comprehensive Environmental Scan found in section C.3.7. The Comprehensive Environmental Scan shall be included as part of the SMHP.

C.3.1.1.1 Description of the extent of HIT and HIE activities currently underway within the Medicaid enterprise

1. **Relationships with other entities in the State:** The Preliminary Environmental Scan being conducted by Fox Systems in partnership with DHCF shall be incorporated by the Contractor into the comprehensive documentation of relationships between DHCF and other entities within District of Columbia. See Attachment J.10 for a listing of entities.
2. **Discussion of MMIS current capabilities to participate in HIE today:** The Contractor shall, with the assistance of DHCF, obtain all current information and comprehensively document the current MMIS environment. This documentation shall incorporate all existing information and planning to-date.
3. **Summary of MITA State Self Assessment:** The Contractor shall incorporate in the SMHP a summary of the District's MITA State Self-Assessment (See H.3.1).

C.3.1.1.2 Data regarding current rates of EHR adoption throughout District of Columbia

The Contractor shall incorporate the appropriate information from the Provider Survey (See H.3.1) regarding the rates of EHR adoption within District of Columbia in the SMHP.

C.3.1.1.3 Description of existing and/or duplicative health related legacy systems that may need updating or replacing

The Contractor shall incorporate any updates to the MMIS System required for coordination of information (See H.3.2).

C.3.1.2 Vision of the State's HIT future

The Contractor shall facilitate the development of a Vision for the State's HIT future that shall be included in the SMHP. The Contractor shall begin the process by meeting with the DHCF SMHP Steering Committee. During the meeting the Contractor shall:

1. Facilitate a discussion of the Overarching Goals as they relate to the

- federal guidance for development of the District's HIT Vision;
2. Obtain feedback on a draft questionnaire developed by the Contractor for use in the one-on-one meetings with the DHCF, DC HIE Steering Committee, District of Columbia Hospital Association (DCHA), DCPCA, and other partners identified through the environmental scan.
 3. Obtain feedback around the planning and organization of the District-wide input process described below.
 4. The Contractor shall hold individual meetings with each of the groups and organizations listed in Section C.2.1.3 (DC HIE Steering Committee, District of Columbia Hospital Association (DCHA), and DCPCA).

The federal guidance indicates that, at a minimum, the development of the District's vision shall include the involvement of a diverse group of individuals, organizations, and institutions both within and outside of District government. The Contractor shall schedule and conduct these meetings. The Contractor shall attend the meetings and shall lead the meetings as well as record the discussion and comments received and incorporate this information into the SMHP, including the EHRIP implementation plan, and associated IAPD. The Contractor shall work with DHCF to gather information from State entities. The State entity focus shall require no more than three separate meetings to be scheduled by the Contractor in collaboration with DHCF. The Contractor shall be responsible for leading these meetings and shall record the discussion and comments received and incorporate this information into the SMHP, including the EHRIP implementation plan, and associated IAPD.

The meetings described in this section shall be designed by the Contractor in such a way as to allow for the collection of the information around the Vision of the District's HIT future necessary to inform the District's "To-Be" Vision, described in Section C.3.1.2.1.

C.3.1.2.1 Description of the District's "To-Be" Vision

The Contractor shall include in the SMHP a comprehensive description of the "To-Be" Vision that is developed from the one-on-one, DHCF SMHP Steering Committee, and facilitated District wide meetings described in Section C.3.1.2 for presentation in draft form to the DHCF SMHP Steering Committee. The Contractor shall present findings (in power point, bound handouts, or other District-approved format) from the meetings organized into thematic areas. Based on feedback from the DHCF SMHP Steering Committee, the Contractor shall develop a final "To Be" Vision for the DHCF SMHP Steering Committee's approval and, ultimately, inclusion in the Final SMHP and the Final IAPD.

C.3.1.3 Specific actions necessary to implement the EHRIP

The Contractor shall recommend the specific actions necessary to implement the

Medicaid Electronic Health Record Incentive Program (EHRIP). These recommendations shall be included as part of the overall SMHP.

At a minimum, the Contractor shall include in the EHRIP Implementation Plan preliminary approaches to:

1. Defining and verifying eligibility;
2. Processing payments; and,
3. Preventing duplicative incentive payments for those providers eligible under both Medicare and Medicaid.

The work in this section shall be synchronized with the specific District of Columbia requirements found in Section C.3.3.6 and shall meet all requirements delineated in the September 1, 2009 SMD letter (Attachment J.3), the April 27, 2010 SMHP Template (Attachment J.4), and all subsequent CMS guidance.

C.3.1.4 HIT Roadmap

The Contractor shall include in the District of Columbia SMHP a HIT Roadmap. The HIT Roadmap shall, at a minimum, include the following:

1. A strategic pathway for moving from the “As-Is” to the “To-Be” Vision;
2. A plan to assure consistency with State planning for section 3013 of the Public Health Service Act so as not to duplicate efforts and to ensure support of a unified approach to health information exchange;
3. A focus on the State Medicaid Agency’s role;
4. A description of how the District plans to oversee the 100 percent provider incentive payments;
5. An identification of clear and quantifiable benchmarks on at least an annual basis to allow both the District and CMS to gauge progress towards the “To-Be” Vision;
6. A vision for the District to become part of the planned Federal, Regional statewide, and/or local HIEs including projected dates, where appropriate and as identified through activities in sections C.3.1.1 and C.3.1.2;
7. A description of District plans to build off existing efforts identified through activities in section C.3.1.1.4;
8. Consideration of the types of changes necessary to make to transform the MMIS from the current state to a state where it is capable of full participation in the “To-Be” Vision for HIE as identified through activities in Section C.3.1.1.1.

C.3.2 SMHP template issued by CMS

CMS produced an initial template that was updated on April 27, 2010. The updated template includes five Sections that shall be contained within any SMHP. These five Sections align with the four Components, identified in Section C.3.1

above. The five CMS Sections are listed below with the four mandatory Components of each SMHP as identified in the September 1, 2009 SMD (Attachment J.3) letter included in parentheses ().

The Contractor shall develop the District of Columbia SMHP in accordance with this guidance and shall organize the SMHP as laid out by CMS in its template and identified in this Section.

CMS Section A: The State’s “As-Is” Landscape (Current Landscape Assessment)

CMS Section B: The State’s “To-Be” Landscape (Vision of the State’s HIT Future)

CMS Section C: Activities Necessary to Administer and Oversee the EHR Incentive Payment Program (Specific actions necessary to implement the incentive payments program)

CMS Section D: The State’s Audit Strategy (Specific actions necessary to implement the incentive payments program)

CMS Section E: The State’s HIT Roadmap (HIT Roadmap)

The Contractor shall organize the District of Columbia SMHP using the CMS identified Sections A, B, C, D, and E from the CMS template. In its development of the District of Columbia SMHP the Contractor shall include the specific actions necessary to implement the incentive payments program, the current landscape assessment, the vision of District of Columbia’ HIT Future, and the District of Columbia HIT Roadmap as required by the September 1, 2002 SMD letter and shall align the four mandatory components from that letter, as identified above, with the five CMS SMHP template sections. The Contractor shall further include all of the required subcomponents as identified in existing federal and state guidance found throughout the solicitation and specifically in the referenced documents in Section C.3. The Contractor shall include any amended or additional requirements issued by CMS during the course of the contract in the SMHP, including the EHRIP implementation plan, and associated IAPD, as appropriate.

C.3.3 Detailed description of tasks to be accomplished

The Contractor shall accomplish at a minimum the following detailed tasks in support of the development of the District's SMHP.

C.3.3.1 Comprehensive Project Plan

The Contractor shall develop and submit Comprehensive Project Plan, using Microsoft Office Project. The Comprehensive Project Plan shall identify the timeline, tasks, all deliverables, and inclusive of a staff listing consisting of both lead staff by name and the full range of staff resources available for each Section, Component, and Sub Component of the SMHP, including the EHRIP implementation plan, and associated IAPD

The Contractor shall update the project plan on a weekly basis to reflect actual progress to-date. The weekly updated project plan shall be provided directly to the COTR.

The Contractor shall produce and maintain a Checklist for tasks and deliverables contained within the Comprehensive Project Plan that is organized by CMS Section and shall include Components and Sub Components, as appropriate.

The Comprehensive Project Plans shall include all of the major components listed below; including the CMS references (Section C.3.2), included in parentheses (), identify the SMHP Sections with which the item is most closely associated, and the numeric references, also in parentheses (), identify the solicitation sections that contain important details.

The following is provided as a guideline for Contractor as to the content of the project plan:

1. Communication Plan that assures transparency and engagement of all stakeholders (CMS A, B, and E; Section C.3.6 of the solicitation)
2. Vision Drafting (CMS A, B, and E; Section C.3.1.2 of the solicitation)
3. SMHP drafting (CMS: A, B, C, D, and E; Sections C.3.3.2, C.3.3.7, 4.4.5, and 4.5.2 of the solicitation)
4. IAPD drafting (CMS A, B, C, D, and E; Sections C.3.3.3, C.3.3.8, 4.4.6, and 4.5.2 of the solicitation)
5. EHRIP Implementation Plan drafting (CMS C and D; Section C.3.3.6 of the solicitation)
6. Completion of comprehensive environmental scan (CMS A, B, and E; Sections C.3.1.1 through C.3.1.1.4, and Section C.3.7 of the solicitation)
7. Completion of privacy and security technical and legal analysis and recommendations (CMS C and D; Section C.3.3.4 of the solicitation)
8. Subject Matter Experts (SME) recommendations and availabilities –

specific individuals and recommendations that may enhance and improve District of Columbia planning and implementation activities (Sections C.3.3.5 and 4.3.2 of the solicitation)

9. Final SMHP (CMS A, B, C, D, and E; Section C.3.3.7 of the solicitation)
10. Final IAPD (CMS A, B, C, D, and E; Section C.3.3.8 of the solicitation)
11. Final EHRIP (CMA C and D; Section C.3.3.9 of the solicitation)
12. Data Analysis (Sections C.3.4 and 4.3.3 of the solicitation)
13. Optional Response (Section C.3.5 of the solicitation)
 - a. a. Optional Subject Areas (Section C.3.5.1)
 - b. b. Data Analysis focus area (Section C.3.5.1.1)
 - c. c. Coordinated EHR Vendor Demonstrations (Section C.3.5.1.2)

The Contractor shall produce a project task list that shall be updated on a weekly basis and reviewed with the COTR.

C.3.3.2 SMHP Draft (CMS A, B, C, D, and E)

The Contractor shall produce a draft SMHP in accordance with CMS guidelines. The draft SMHP shall include all of the mandatory aspects as delineated in all available federal guidance including all referenced documents within the solicitation frequently released or revised federal guidance up to the date of submission of the draft SMHP to the District by the Contractor. The Contractor shall review, in detail, the requirements in the documents identified in Section C.3 to assure the completeness of the draft SMHP.

The Contractor shall include in the draft SMHP all District of Columbia specific requirements contained throughout the solicitation and determined to be necessary during the SMHP development process.

The Contractor shall create a checklist as a guiding tool to review with the DHCF SMHP Point-of-Contact the items required for inclusion in a complete draft SMHP.

The Contractor shall include within the Draft SMHP, at a minimum, the following:

1. An implementation timeline that includes all components of the SMHP;
2. A staffing proposal with detailed staff descriptions that conform to the existing DHCF employee classification system; and,
3. A budget by Section, Component, and Sub Component, by year that supports the full range of activities described within the SMHP, including the EHRIP implementation plan, and associated IAPD for 2011, 2012, 2013, 2014, and 2015.

The Contractor shall provide the draft SMHP to the District no later than 100 days after contract signing.

C.3.3.3 IAPD Draft (Sections A, B, C, D, and E)

The Contractor shall produce a draft IAPD that includes all of the mandatory aspects as delineated in all available federal guidance including all referenced documents within the solicitation and all subsequently released or revised federal guidance up to the date of submission of the draft to the District. The Contractor shall review in detail the requirements in the documents identified in section C.3 to assure the completeness of the draft IAPD.

The Contractor shall include in the draft IAPD all District of Columbia specific requirements contained throughout the solicitation and determined to be necessary during the SMHP development process.

The Contractor shall create a checklist as a guiding tool to review with the DHCF SMHP Point-of-Contact the items required for inclusion in a complete draft IAPD.

The Contractor shall include within the Draft IAPD, at a minimum, the following:

1. An implementation timeline that includes all components of the IAPD;
 - a. The Implementation APD shall include:
 - i. The results of the activities conducted under a Planning APD, if any;
 - ii. A statement of needs and objectives;
 - iii. A requirements analysis, feasibility study and a statement of alternative considerations;
 - iv. A cost benefit analysis;
 - v. A personnel resource statement indicating availability of qualified and adequate staff, including a project director to accomplish the project objectives;
 - vi. A detailed description of the nature and scope of the activities to be undertaken and the methods to be used to accomplish the project;
 - vii. The proposed activity schedule for the project;
 - viii. A proposed budget (including a consideration of all possible *Implementation APD* activity costs, e.g., system conversion, computer capacity planning, supplies, training, and miscellaneous ADP expenses) for the project;
 - ix. An estimate of prospective cost distribution to the various District and Federal funding sources and the proposed procedures for distributing costs; and
 - x. A statement setting forth the security requirements and disaster recovery procedures.
2. A staffing proposal with detailed staff descriptions that conform to the

- existing DHCF employee classification system; and,
3. A budget by Section, Component, and Sub Component, by year that supports the full range of activities described within the IAPD for 2011, 2012, 2013, 2014, and 2015.

The Contractor shall provide the draft IAPD to the District no later than 100 days after contract signing.

C.3.3.4 Privacy and Security (Sections C and D)

The Contractor shall provide a description of their comprehensive approach to Privacy and Security with specific focus on the steps that they would take and the resources they would assign to the analysis of and recommendations regarding applicable laws and regulations governing health information exchange and ensuring privacy and security of data provided to data exchange partners as they relate to the SMHP, including the EHRIP implementation plan, and associated IAPD.

The Contractor shall complete a comprehensive technical and legal analysis of Privacy and Security issues as they relate to the EHRIP and the overall SMHP and provide recommendations as part of the SMHP.

C.3.3.5 Reserved

C.3.3.6 Electronic Health Record Incentive Program Implementation Plan (EHRIP) drafting (Sections C and D)*

The Contractor shall develop and provide an EHRIP Implementation Plan. The Contractor shall ensure the EHRIP addresses alternatives to the CMS proposed formula for determining Medicaid volume for providers that the Contractor recommends be explored. Additionally, the EHRIP shall at a minimum address the following:

1. EHR Vendor review options

The Contractor shall include in the project plan the development of criteria for the annual review and selection of alternatives for potential EHR Vendor pre-qualification and/or rating.

The Contractor shall make recommendations as part of the development of the SMHP for the annual review of EHR Vendor products for pre-qualification and/or rating by DHCF as part of the development of the EHRIP implementation plan.

2. EHR technical specification requirements

The EHRIP shall include the technical specifications that shall represent the minimum acceptable performance standards for EHRs to be considered by the District in 2011, 2012, 2013, 2014, and 2015. These standards shall be no less restrictive than the federal standards.

The EHRIP shall include the technical specifications that shall represent a minimum of two separate tiers for rating EHR systems.

3. EHR utilization auditing standards

The EHRIP shall include specific auditing standards to be utilized in 2011, 2012, 2013, 2014, and 2015. These standards shall be no less restrictive than the federal standards.

The Contractor shall produce a minimum of two options for establishing specific auditing standards for each year identified.

4. Program staffing, funding, and implementation recommendations

The Contractor shall produce complete staffing, funding, and implementation recommendations for the EHRIP. These recommendations shall be specific to each year; 2011, 2012, 2013, 2014, and 2015.

5. Program operational parameter recommendations

The Contractor shall produce recommended operational parameters, such as those listed below, in the draft EHRIP implementation plan and final operational parameters in the final EHRIP implementation plan that meet all the minimum requirements in guidance from CMS and specific District of Columbia requirements as provided by DHCF for the following years; 2011, 2012, 2013, 2014, and 2015. These operational parameters shall include, at a minimum, all of the following:

- a. eligibility guidelines;
- b. program requirements;
- c. program operating manual; and,
- d. meaningful use definition for District of Columbia – that is no less restrictive than federal requirements.
- e. required connectivity with CMS through the National Level Repository.

6. Provider focus groups

The Contractor shall, together with DHCF, conduct up to two (2) focus groups with a mix of provider types representing all EP's in

order to obtain feedback on proposed EHRIP design options.

In addition to the Vision meetings the Contractor shall work with DHCF and the state level Associations representing eligible provider types (e.g. District of Columbia Medical Society and the District of Columbia Hospital Association) to obtain feedback regarding EHRIP design options as part of the development of the EHRIP implementation plan.

7. Review of existing EHRs

The Contractor shall review EHRs in use both within District of Columbia and throughout the United States to inform the development of the District of Columbia EHRIP. The Contractor shall produce a report, in a format approved by the District, detailing the types and functionality of EHRs being used in both District of Columbia and throughout the United States and incorporate this information in the development of the SMHP, IAPD, and EHRIP implementation plans. This analysis and report is differentiated from the provider survey of EHR adoption in that the analysis requested of the Contractor is intended to be an expert review of the existing EHR systems in use in District of Columbia and across the United States that will provide relative pros and cons of different systems in operation today and will focus on those systems that are most prevalent in District of Columbia and the United States, respectively.

C.3.3.6.1 EHRIP Outline

The Contractor shall develop and provide an EHRIP Implementation Plan Outline for the review and approval of the COTR. The EHRIP outline shall address the items described in C.3.3.6 above.

C.3.3.7 Final SMHP (Sections A, B, C, D, and E)

The Contractor shall submit a final SMHP, in a District-approved format, that includes all required components as previously stated throughout the solicitation and all feedback as part of the review of the draft SMHP to DHCF within three weeks of receiving final written feedback from the DHCF SMHP Point-of-Contact on the draft SMHP. The Contractor shall continue to make edits to the final SMHP based on DHCF feedback until the final SMHP is accepted by DHCF and approved by CMS.

C.3.3.8 Final IAPD (Sections A, B, C, D, and E)

The Contractor shall submit a final IAPD, in a District-approved format, that includes all required components as previously stated throughout the solicitation

and all feedback as part of the review of the draft IAPD within three weeks of receiving final written feedback from the DHCF SMHP Point-of-Contact on the draft IAPD. The Contractor shall continue to make edits to the final IAPD based on DHCF feedback until the final IAPD is accepted by DHCF and approved by CMS

C.3.3.9 Final EHRIP Implementation Plan (Sections C and D)*

The Contractor shall submit a final EHRIP, in a District-approved format, Implementation Plan that includes all required components as previously stated throughout the solicitation and all feedback as part of the review of the draft EHRIP Implementation Plan within three weeks of receiving final written feedback from the DHCF SMHP Point-of-Contact on the draft EHRIP Implementation Plan. The final EHRIP Implementation Plan shall be part of the final SMHP. The Contractor shall continue to make edits to the EHRIP Implementation Plan based on DHCF feedback until the final EHRIP Implementation Plan is accepted by DHCF.

C.3.4 Data Analysis

The Contractor shall provide data analysis, in a District-approved format, in support of all aspects of the SMHP, including the EHRIP implementation plan, and associated IAPD development. This support shall include, at a minimum, the following analyses:

1. Number of EP's based on Medicaid volume (federal formula versus alternative methodologies to be explored and recommendation made)
2. Analysis of hospitals and hospital systems serving District of Columbia residents eligible for Medicare or Medicaid incentives along with the specific identification of the incentive amounts in aggregate that each hospital and hospital system could potentially receive.
3. Analysis of Medicaid data to discern the number and percentage of District of Columbia providers considered "hospital-based" under the CMS definition. Specific identification of the individuals, assignment to specific facilities, and crosswalk to Survey responses.

C.3.5 Reserved

C.3.6 Communication Plan

All aspects of the SMHP, including the EHRIP implementation plan, and associated IAPD development process shall be communicated clearly and efficiently to a broad group of stakeholders.

Preliminary and Comprehensive Communication Plans shall be submitted as required in Section C.3.3.1.

C.3.7 Comprehensive Environmental Scan

The Contractor shall begin with the mandatory CMS requirements listed in section C.3.1.1.3 and shall take into account requirements in sections C.3.1.1, C.3.1.1.1, and C.3.1.1.2, and C.3.1.1.4. The Contractor shall compile the existing information and then hold additional one-on-one and group meetings as necessary in order to produce the documentation necessary to include with the SMHP and IAPD the following information:

1. Documentation of District level systems current and planned use of HIT and current, planned, and potential connections to all DHCF and DC RHIO systems.
2. Documentation of MMIS, Medicaid Patient Data Hub, and other DHCF systems and recommendations regarding connection to other District HIT systems.
3. Documentation of MMIS and other DHCF systems and recommendations regarding connection to EHR systems via the HIE.

The Comprehensive Environmental Scan shall be part of the SMHP.

C.4 Services to be Provided

The Contractor shall provide the services identified in this Section in support of the SOW Section C.3 and the Deliverables and Timelines identified in Section F.2.

C.4.1 Project Management

A key component of the Scope of Work relates to the Contractor's approach to the management of the project. Whereas C.3.3.1 addresses the content this section addresses project management processes.

The Contractor shall supply full-time, or the necessary project management, onsite for the duration of the development of the SMHP, including the EHRIP implementation plan, and the associated IAPD.

The Contractor Responsibilities: Requirements are the mandatory activities that shall be accomplished by the Contractor. These activities are:

1. Meeting facilitation.
2. The specific identification of SME's to be utilized throughout the project by task.
3. HIE coordination.
4. REC coordination.
5. Project deliverables as listed in Section F.2.

6. Prepare an outline and obtain approval from the COTR for the contents and format of each deliverable document before beginning work on the deliverable.
7. Obtain written approval from the COTR on the final deliverables.
8. Revise deliverables, if required, using District review findings to meet content and format requirements.
9. Develop, obtain approval, and maintain project work plan.
10. Identify issues related to the project using the District-approved process for documenting issues, processes
11. Assigning issues to resources, and resolving issues.
12. Use District-approved change control/management processes for implementing changes in scope.
13. Report progress against the work plan through weekly written status reports, at weekly review meetings with the District Project Manager, and through a weekly update of the work plan/task schedule. The frequency of the reporting and meetings may be relaxed at the District's sole discretion.
14. Deliver written status reports and updated work plans/schedules one business day before the status meeting.
15. Identify scope of work issues. Specify the basis upon which an issue is out of scope, including appropriate contract references.
16. Obtain written District authorization before commencing work on changes to the scope of any task identified within the Work Breakdown Structure.
17. Identify any assumptions or constraints in developing the work plan.
18. Development and documenting approach to identify and mitigate risk.
19. Preparing a detailed work plan and schedule that addresses all activities required to accomplish the scope of work from project initiation to project closeout. The work plan and schedule shall depict:
 - a. All tasks broken down into subtasks, with no increment greater than 80 hours.
 - b. All tasks and subtasks described where the task or subtask name is not sufficient to describe the task or subtask.
 - c. All tasks and subtasks with estimated numbers of the Contractor's staff weeks shown separately and totaled for each task (fully skills loaded).
 - d. Gantt charts showing planned start and end dates of all subtasks.
 - e. A schedule for all deliverables providing required review time by DHCF and revision time if needed.
 - f. Subtasks shall depict milestones and deliverables and be clearly shown in submitted Gantt charts.
20. Deliver reports sufficient to meet District of Columbia Office of the Chief Technology Officer (OCTO) Project Reporting requirements.

C.4.2 Provision of Subject Matter Expertise

The Contractor shall provide Subject Matter Expertise (SME) in support of the contract activities identified throughout the solicitation. The Contractor shall

specifically be required to identify SMEs in the following areas:

1. Privacy and Security
2. EHR Product strengths and weaknesses
3. HIE knowledge
4. Overall federal laws and regulations regarding Health Information Technology
5. Federal Medicaid and Medicare HIT laws and regulations

C.4.3 Data Analysis

The Contractor shall provide dedicated data analysis in support of all aspects of the SMHP, including the EHRIP implementation plan, and the associated IAPD development. This support shall include the specific identification of individuals and the hours committed to this project. This support shall include, at a minimum, the following areas:

1. Data analysis capacity including the ability to receive and manipulate large data files from DHCF;
2. Expertise in analysis of Medicaid claims data;
3. Experience in data matching and validation; and,
4. Experience in statistical analysis.

C.5 I-APD

The Contractor shall, based on District comments and CMS required revisions, provide updates and revisions as needed to obtain CMS approval to the I-APD.

SECTION D
PACKAGING AND MARKING

See Contractor's GSA Schedule 874-1 Contract, as applicable.

SECTION E
INSPECTION AND ACCEPTANCE

See Contractor's GSA Schedule 874-1 Contract, as applicable.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF TASK ORDER

The term of the task order shall be for the period date of award through six (6) months thereafter.

F.2 DELIVERABLES

The Contractor shall perform the required services and tasks and develop and submit three (3) hard copies and one (1) electronic copy of the following deliverables for the review and approval of the COTR identified in Section G.8.1 in accordance with the due dates identified in the Deliverable Schedule, as follows:

Deliverable No.	Deliverable Name	Due Date
1	Comprehensive Project Plan	Within one week from date of award
2	Communication Plan	Within one week from date of award
3	Draft SMHP – Phase 1 – Version 1.0 of the SMHP As-Is; Implementation plan of the EHR Incentive Program sections; Initial I-APD	As described in the approved Comprehensive Project Plan No Later than May 31, 2011
	Draft Comprehensive Environmental Scan (Technical documentation of District, regional, and local HIT systems)	As described in the approved Comprehensive Project Plan
	Draft Privacy and Security technical and legal documentation	As described in the approved Comprehensive Project Plan
	Draft Vision	As described in the approved Comprehensive Project Plan
	Draft EHRIP Implementation plan	As described in the approved Comprehensive Project Plan

Deliverable No.	Deliverable Name	Due Date
4	Draft IAPD	As described in the approved Comprehensive Project Plan No Later than May 31, 2011
5	Final SMHP	As described in the approved Comprehensive Project Plan
	Final Comprehensive Environmental Scan (Technical documentation of District, regional, and local HIT systems)	As described in the approved Comprehensive Project Plan
	Final Privacy and Security technical and legal documentation	As described in the approved Comprehensive Project Plan
	Final EHRIP Implementation Plan	As described in the approved Comprehensive Project Plan
	Final Vision	As described in the approved Comprehensive Project Plan No later than June 30, 2011
6	Final IAPD	As described in the approved Comprehensive Project Plan No later than June 30, 2011
7	HIT Roadmap	As described in the approved Comprehensive Project Plan No later than June 30, 2011

	Project Management Reporting	
	Bi-weekly written status reports throughout the term of the contract	Bi-weekly
	MS Project Plan updated weekly	Weekly
	Project Task Checklist	Weekly
8	Weekly meetings with the DHCF SMHP Point-of-Contact	Weekly
	Regular meetings as necessary with the DHCF SMHP Steering Committee	As Needed
	.Regular meetings as necessary with external stakeholders	As Needed
9	I-APD Updates and Revisions	As Needed

**SECTION G
CONTRACT ADMINISTRATION****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.4. 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.9 below. The address of the CFO is:

Office of the Controller/Agency Fiscal Officer
64 New York Avenue, NE
Washington, DC 20001

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;

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 PAYMENT

G.3.1 Unless otherwise specified in this task order, payment will be made on partial deliveries of goods and services accepted by the District if:

- a. The amount due on the deliveries warrants it; or
- b. Payments based upon Section B (Price Schedules) and Section F (Deliverables).

G.3.1.1 A payment error discovered by the District will be subject to repayment or adjustment by the District making a corresponding decrease in a current Contractor's payment or by making an additional payment by the District to the Contractors Provision for Adjustment of Payment.

G.4 ASSIGNMENT OF TASK ORDER PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this task order to a bank, trust company, or other financing institution.

G.C.3 Any assignment shall cover all unpaid amounts payable under this task order, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of task order payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must 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.5 THE QUICK PAYMENT CLAUSE

G.5.1 INTEREST PENALTIES TO CONTRACTORS

G.5.1.1 The District will pay interest penalties on amounts due to the 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 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:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 PAYMENTS TO SUBCONTRACTORS

G.5.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

G.5.2.2 The Contractor must 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 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 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.5.2.4 A dispute between the 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 of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6 CONTRACTING OFFICER (CO)

Contracts and Task Orders will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

James H. Marshall
Contracts Compliance Officer
Department of Health Care Finance
899 North Capitol Street, NE Suite 6037
Washington, DC 20002
Voice: 202 442-9106
e-mail: jim.marshall@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this task order, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event the 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 task order price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the task order and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the task order. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the task order, of ensuring that the work conforms to the requirements of this task order and such other responsibilities and authorities as may be specified in the task order. The COTR for this task order is:

Brenda Emanuel
Chief Operating Officer
Department of Health Care Finance
899 North Capitol Street, NE Suite 6037
Washington, DC 20002
Phone: 202 442-5988
e-mail: brenda.emmanuel@dc.gov

- G.8.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the task order.
- G.8.3** 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 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 10, dated June 15, 2010, 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 Attachment J.3 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.2 PUBLICITY

The 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 this contract.

H.3 DISTRICT RESPONSIBILITIES

- H.3.1** The District, through the COTR, will provide relevant documents and reports including the MITA Assessment and Provider Survey in April 2011.
- H.3.2** The District, through the COTR, will provide relevant information concerning any MMIS required for the Contractor to complete the required services.
- H.3.3** The District, through the COTR, will provide feedback regarding required Deliverables. The COTR will review and provide approval or disapproval
- H.3.4** The District, through the COTR, will provide on-going oversight and monitoring of the Contractor's performance.
- H.3.5** The District, through the COTR, will maintain adequate liaison and cooperation with the Contractor.
- H.3.6** The District, through the COTR, will ensure the appropriate DHCF staff attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and other specific agenda items.

H.3.7 REVIEW AND APPROVAL OF SUBCONTRACT(S)

H.3.7.1 The Contracting Officer will notify the Contractor, in writing, of its approval or disapproval of a proposed model subcontract for service providers within fifteen (15) business days of receipt of the proposed subcontract and supporting documentation required by the District. The District will specify the reasons for any disapproval, which shall be based upon review of the provisions of this Contract, the Contractor's proposal, and District or federal law or regulations.

H.3.7.2 The District may require the 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 the Contractor to monitor the execution of the subcontract.

H.4 CONTRACTOR RESPONSIBILITIES**H.4.1 STAFFING AND SUPERVISION**

The Contractor shall provide the required staffing and supervision to successfully perform the required services.

H.4.1.1 Subcontracts

The Contractor hereunder shall not subcontract any of 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 Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

H.4.1.2 Allowable Subcontracting Requirements

H.4.1.2.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.4.1.2.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.4.1.2.3 Termination of Subcontract

The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify CA immediately upon taking such action.

H.4.1.2.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

H.4.1.2.3.2 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.5 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- a. Task Order
- b. Task Order Attachments
- c. Contractor's GSA Contract document
- d. RFTOP, as amended
- e. Contractor's Technical and Price Proposal

H.6.1 HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT

H.6.1.1 DHCF is a "Covered Entity" as that term is defined in the Privacy Rule and Security Rules and Contractor, as a recipient of Protected Health Information

and/or Electronic Protected Health Information from DHCF, is a “Business Associate” as that term is defined in the Privacy and Security Rules.

H.6.1.2 Definitions

The following definitions shall apply to this Section:

- H.6.1.2.1** Administrative Safeguards: administrative actions, policies, and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the Covered Entity's workforce in relation to the protection of that information.
- H.6.1.2.2** Business Associate: a person or entity, who performs, or assists in the performance of a function or activity on behalf of a Covered Entity or an organized health care organization in which the Covered Entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such Covered Entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the Covered Entity and receives individually identifiable health information from a Covered Entity or another business associate on behalf of a Covered Entity. In some instances, a Covered Entity may be a business associate of another Covered Entity.
- H.6.1.2.3** Covered Entity: a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy and Security Rules. Covered Entity is also referred to as Covered Agency within this HIPAA Compliance Clause. With respect to this Compliance Clause, Covered Entity shall also include the designated health care components of a hybrid entity.
- H.6.1.2.4** Data Aggregation: with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a Covered Entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- H.6.1.2.5** Designated Record Set: a group of records maintained by or for the Covered Entity that is:
- a. The medical records and billing records about individuals maintained by or for a covered health care provider;

- b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- c. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

H.6.1.2.6 HIPAA: the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, codified at 42 USCA 1320d, et.seq. and it's implementing regulations at 45 C.F.R. Parts 160, 162, and 164 (Attachment J.16).

H.6.1.2.7 Electronic Media:

H.6.1.2.7.1 Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

H.6.1.2.7.2 Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

H.6.1.2.8 Electronic Protected Health Information: Protected Health Information which is transmitted by Electronic Media (as defined herein) or maintained in Electronic Media.

H.6.1.2.9 Health Care: care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

H.6.1.2.9.1 Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and

H.6.1.2.9.2 Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.

H.6.1.2.10 Health Care Components: a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- H.6.1.2.11** “Health Care Operations: shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- H.6.1.2.12** Hybrid Entity: a single legal entity that is a Covered Entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- H.6.1.2.13** Individual: the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- H.6.1.2.14** Individually Identifiable Health Information: a subset of health information, including demographic information collected from an individual, and:
- a. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - b. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual;
 - c. Identifies the individual; or
 - d. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- H.6.1.2.15** National Provider Identifier (NPI) Rule: the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- H.6.1.2.16** Physical Safeguards: security measures to protect a Covered Entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
- H.6.1.2.17** Privacy Official: person within the Office of Healthcare Privacy and Confidentiality designated by the District of Columbia, a Hybrid Entity, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy Rule, and other applicable federal and District of Columbia privacy laws.
- H.6.1.2.18** Privacy Officer: person designated by the Privacy Official or one of the District of Columbia’s designated health care components, who is responsible for enforcing the provisions of the District’s Privacy policies and procedures as well as overseeing full compliance with the Covered Agency’s Privacy Policies and Procedures, the Privacy Rule, and other applicable federal and District of

Columbia privacy laws. The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.

- H.6.1.2.19** Privacy Rule: Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- H.6.1.2.20** Protected Health Information: individually identifiable health information that is:
- a. Transmitted by electronic media;
 - b. Maintained in electronic media;
 - c. Transmitted or maintained in any other form or medium;
 - d. Limited to the information created or received by the Business Associate from or on
 - e. behalf of the Covered Entity; and
 - f. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R.
 - g. §160.103.
- H.6.1.2.21** Record: any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- H.6.1.2.22** Required By Law: same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- H.6.1.2.23** Secretary: the Secretary of the United States Department of Health and Human Services or his or her designee.
- H.6.1.2.24** Security Incident: attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- H.6.1.2.25** Security Official: person within the Office of Healthcare Privacy and Confidentiality designated by the District of Columbia, a Hybrid Entity, who is responsible for developing, maintaining, implementing and enforcing the District-wide Security policies and procedures as required by the Security Rule and oversee full compliance the District's Security policies and procedures, as well as other applicable federal and District of Columbia security law.
- H.6.1.2.26** Security Officer: person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of the District Security Rule policies and procedures as well as overseeing full compliance with the Covered Agency's Security Policies and Procedures, the Security Rule, and other applicable federal and District of Columbia security law(s). The Covered Agency's security officer will follow the

guidance of the District's Security Official, and shall be responsive to and report to the District's Security Official.

H.6.1.2.27 Security Rule: the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.

H.6.1.2.28 Technical Safeguards: the technology and the policies and procedures for its use that protect electronic protected health information and control access.

H.6.1.2.29 Workforce: employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or business associate, is under the direct control of such entity, whether or not they are paid by the Covered Entity or business associate.

H.6.1.3 Obligations and Activities of Business Associate

H.6.1.3.1 T he Business Associate agrees not to use or disclose Protected Health Information and Electronic Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required by Law.

H.6.1.3.2 The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and Electronic Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Compliance Clause.

H.6.1.3.3 The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate in violation of the requirements of this Compliance Clause.

H.6.1.3.4 The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information and Electronic Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or the DHCF Privacy Officer immediately, but no later than (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.

H.6.1.3.5 The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Compliance Clause with respect to Protected Health Information and Electronic Protected Health Information received from the Business Associate, Protected Health Information and Electronic Protected Health Information created by the Business Associate, or Protected Health Information

and Electronic Protected Health Information received by the Business Associate on behalf of the Covered Entity.

- H.6.1.3.6** The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or the DHCF Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.14. Individual's Information Rights - Access, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- H.6.1.3.7** The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format or as directed by the District Privacy Official or the DHCF Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.15 Individual's Information Rights, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- H.6.1.3.8** The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedure, attached hereto as Exhibit C and incorporated by reference.
- H.6.1.3.9** The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and Electronic 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 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Administration Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures attached hereto as Exhibit D and incorporated by reference.

- H.6.1.3.10** The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or the DHCF Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and Electronic Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual; Policy Number IV.16 Individual's Information Rights - attached hereto as Exhibit E and incorporated by reference.
- H.6.1.3.11** The 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 the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or the DHCF Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule and Security Rule.
- H.6.1.3.12** The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- H.6.1.3.13** Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
- H.6.1.4 Permitted Uses and Disclosures by the Business Associate**
- H.6.1.4.1** Except as otherwise limited in this HIPAA Compliance Clause, the 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 or the Security Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

H.6.1.4.2 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information and Electronic 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.6.1.4.3 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the 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 has knowledge that the confidentiality and security of the information has been breached.

H.6.1.4.4 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information and Electronic Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

H.6.1.4.5 Business Associate may use Protected Health Information and Electronic Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

H.6.1.5 Additional Obligations of the Business Associate

H.6.1.5.1 Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- a. Name of the Business Associate of the Covered Entity;
- b. Title of the Report/File;

- c. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- d. Description of the basic content of the Report/File;
- e. Format of the Report/File (Electronic or Paper);
- f. Physical location of Report/File;
- g. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- h. Supporting documents if the recipient/personal representative has access to the Report/File.

H.6.1.5.2 Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) EPHI entrusted to it. These safeguards include:

H.6.1.5.2.1 The Business Associate agrees to develop, maintain, implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

H.6.1.5.2.2 The Business Associate agrees to ensure that any agents or subcontractors of the Business Associate also agree to implement the appropriate security safeguards.

H.6.1.5.2.3 The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access EPHI, whether those attempts were successful or not.

H.6.1.5.2.4 This Business Associate Agreement may be terminated if the Covered Entity determines that the business associate has materially breached this Compliance Clause, consistent with the terms and conditions outlined in Section 9, Term and Termination.

H.6.1.5.2.5 The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Covered Entity or Secretary of HHS for the purposes of determining the Covered Entity's compliance with the Privacy and Security Rules. Notwithstanding the above, Business Associate has identified some security policies and procedures as confidential and which do not get distributed to third parties. In the event the Covered Entity or Secretary of HHS makes a request for such security policies and procedures, Business Associate will work with the Covered Entity and the Secretary of HHS to arrange a meeting at the Business Associate's premises, at a time and place mutually agreeable to the parties involved, to view such security policies and procedures.

H.6.1.5.2.6 This Compliance Clause continues in force for as long as the Business Associate retains any access to the Covered Entity's EPHI.

H.6.1.6 Sanctions

H.6.1.6.1 Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rule, the Security Rule or other applicable federal or District of Columbia privacy law will be subject to discipline in accordance with Business Associate's disciplinary rules and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to its workforce members, agents, employees and subcontractors.

H.6.1.6.2 Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of District of Columbia Privacy and Security policies and procedures as set forth in this Compliance Clause.

H.6.1.6.3 In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy and Security Rules or other applicable federal or District of Columbia Privacy and Security laws, regulations, and policies and procedures, the Business Associate shall inform the District Privacy and Security Officials or the DHCF Privacy and Security Officers of the imposition of sanctions.

H.6.1.7 Obligations of the Covered Entity

H.6.1.7.1 The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate.

H.6.1.7.2 The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information and Electronic Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.

H.6.1.7.3 The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information and Electronic Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate.

H.6.1.8 Permissible Requests by Covered Entity

H.6.1.8.1 Covered Entity shall not request the Business Associate to use or disclose Protected Health Information and Electronic Protected Health Information in any manner that would not be permissible under the Privacy Rule and the Security Rule if done by the Covered Entity.

H.6.1.9 Representations and Warranties

H.6.1.9.1 The Business Associate represents and warrants to the Covered Entity:

H.6.1.9.1.1 That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

H.6.1.9.1.2 That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;

H.6.1.9.1.3 That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;

H.6.1.9.1.4 That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;

H.6.1.9.1.5 That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this

HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information and Electronic Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule and Security Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- H.6.1.9.1.6** That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- H.6.1.9.1.7** That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to:
- a. The neglect or abuse of a patient;
 - b. The delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program;
 - c. Fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency;
 - d. The unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or
- H.6.1.9.1** Interference with or obstruction of any investigation into any criminal offense described in H.23.9.1.7 .1 through H.23.9.1.7 .4 above.
- H.6.1.9.2** The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.
- H.6.1.10** **Term and Termination**
- H.6.1.10.1** Term

H.6.1.10.1.1 The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award.

H.6.1.10.1.2 The requirements of this HIPAA Compliance Clause shall terminate when:

All of the Protected Health Information and Electronic Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy and Security Officials and/or Privacy and Security Officers or their designees, when applicable, and the appropriate and duly authorized workforce member of the Business Associate; or,

If it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the appropriate District personnel, whether the Privacy and Security Officials and/or Privacy and Security Officers or their designees, when applicable.

H.6.1.10.2 Termination for Cause

H.6.1.10.2.1 Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

H.6.1.20.2.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

H.6.1.20.2.1.2 Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or

H.6.1.20.2.1.3 If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

H.6.1.10.3 Effect of Termination

H.6.1.10.3.1 Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a mutually agreed upon format or confidentially destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The

Business Associate shall retain no copies of Protected Health Information and Electronic Protected Health Information in any media form.

H.6.1.10.3.2 In the event that the Business Associate determines that returning or destroying the Protected Health Information and Electronic Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible.

H.6.1.10.3.3 Upon determination by the DHCF Privacy and Security Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and Electronic Protected Health Information and limit further uses and disclosures of such Protected Health Information and Electronic Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information and Electronic Protected Health Information. The obligations outlined in Section 2, Obligations and Activities of Business Associate, will remain in force to the extent applicable.

H.6.1.11 Miscellaneous

H.6.1.11.1 Regulatory References

H.6.1.11.1.1 A reference in this HIPAA Compliance Clause to a section of HIPAA, including the Privacy Rule or the Security Rule means the section as in effect or as amended.

H.6.1.11.2 Amendment

H.6.1.11.2.1 The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and HIPAA.

H.6.1.22.2.2 Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one (1) event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

H.6.1.11.3 Survival

H.6.1.11.3.1 The respective rights and obligations of the Business Associate under Section 9, Term and Termination, of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions (Attachment J.3) for use with the District of Columbia Government Supply and Services Contracts shall survive termination of the Contract.

H.6.1.11.4 Interpretation

H.6.1.11.4.1 Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule and Security Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule and Security Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information and Electronic Protected Health Information than those of HIPAA and its Privacy Rule and Security Rule (Attachment J.16) .

H.6.1.11.4.2 The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations.

H.6.1.11.4.3 In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule and Security Rule, the Privacy Rule and Security Rule shall control.

H.6.1.11.5 No Third-Party Beneficiaries

H.6.1.11.5.1 The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms.

H.6.1.11.5.2 Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information and Electronic Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.

H.6.1.11.6 Compliance with Applicable Law

H.6.1.11.6.1 The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.

H.6.1.11.7 Governing Law and Forum Selection

H.6.1.11.7.1 The Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, the Security Rule and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia.

H.6.1.11.7.2 The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be.

H.6.1.11.7.3 The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

H.23.11.8 Indemnification

H.6.1.11.8.1 The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with:

H.6.1.11.8.1.1 Any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and

H.6.1.11.8.1.2 Any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

H.6.1.11.9 Injunctive Relief

H.6.1.11.9.1 Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received

Protected Health Information and Electronic Protected Health Information from the Business Associate.

H.6.1.11.10 Assistance in litigation or administrative proceedings

H.6.1.11.10.1 The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule, Electronic Protected Health Information or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

H.6.1.11.11 Notices

H.6.1.11.11.1 Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party.

H.6.1.11.11.2 Any notice being address and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

1.1.1.1.1.1.1 If to the Business Associate, to:	If to the Covered Entity, to:
	Department of Health Care Finance
	825 North Capitol St., NE Suite 5135
	Washington, DC 20002
	Attention: DHCF General Counsel
	Fax: 202-442-4790

H.6.1.11.12 Headings

H.6.1.11.12.1 Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

H.6.1.11.13 Counterparts; Facsimiles

H.6.1.11.13.1 This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

H.6.1.11.14 Successors and Assigns

H.6.1.11.14.1 The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

H.6.1.11.15 Severance

H.6.1.11.15.1 In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect.

H.6.1.11.15.2 In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices.

H.6.1.11.15.3 Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days the HIPAA Compliance Clause fails to comply with the Privacy Rule and the Security Rule (Attachment J.16), then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

H.6.1.11.16 Independent Contractor

H.6.1.11.16.1 The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose.

H.6.1.11.16.2 Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

H.6.1.11.17 Entire Agreement

H.6.1.11.17.1 This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10 Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the Medical Assistance Administration Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to

applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule and Security Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

H.6.1.11.18 Attachments:

- H.6.1.11.18.1** Exhibit A, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.14.a) Individual's Information Rights – Access
- H.6.1.11.18.2** Exhibit B, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.15.a) Individual's Information Rights - Amendment
- H.6.1.11.18.3** Exhibit C, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedures - Identity and Procedure Verification
- H.6.1.11.18.4** Exhibit D, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures - Logging Disclosures for Accounting
- H.6.1.11.18.5** Exhibit E, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.16.a) Individual's Information Rights - Disclosure Accounting

**SECTION I
STANDARD CONTRACT CLAUSES**

See Contractor's GSA Schedule 874-1 Contract as applicable.

SECTION J ATTACHMENTS

The following list of attachments are incorporated by this reference and made a part of the resulting contract in the order of priority described in H.5. The Contractor shall provide all required services in accordance with the current and any future versions of the applicable attachment.

Attachment Number	Document
J.1	Contractor's GSA Schedule Contract
J.2	US Department of Labor Wage Determination Schedule Rev. No. 10 dated June 15, 2010
J.3	State Medicaid Director letter dated September 1, 2009
J.4	CMS Template
J.5	Reserved
J.6	CMS Final Rule on July 13, 2010 titled, Medicare and Medicaid Programs; Electronic Health Record Incentive Program.
J.7	National Coordinator for Health Information Technology (ONC) Final Rule initial set of standards, implementation specifications, and certification criteria for electronic health record technology. This related final rule was also released on July 13, 2010.
J.8	National Coordinator for Health Information Technology (ONC) Final Rule Certification Program
J.9	Office for Civil Rights a proposed rule - strengthen and expand privacy, security, and enforcement protections under the Health Insurance Portability and Accountability Act of 1996.
J.10	DHCF Partner within District of Columbia.
J.13	Tax Certification Affidavit
J.14	Cost/Price Data Requirement Package
J.15	Past Performance Evaluation Forms

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFEROR**

Not Applicable to this Task Order.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 REQUEST FOR TASK ORDER PROPOSAL AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single Task Order resulting from this solicitation to the responsible Offeror(s) 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.

L.1.2 Initial Offers

The District may award a Task Order 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 REQUEST FOR TASK ORDER PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCHT-2011-T-0009
State Medicaid Health Information Technology Plan"

The Offeror's proposal(s) shall be organized and presented in the two separate volumes, Volume I, Technical Proposal, and Volume II, Price Proposal.

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. 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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.1 Technical Proposal Instructions

The Offeror's Technical Proposal shall include the following:

L.2.1.1 Technical Approach and Methodology

The offeror shall provide the following to demonstrate the Offeror's understanding, approach, and methodology to successfully complete the required services:

- a. The Offeror shall provide a narrative to describe the Offeror's overall understanding of the District's requirements and objectives.
- b. The Offeror shall provide a discussion of the Offeror's understanding of Attachment 3, Attachment 4, Attachment 6, Attachment 7, Attachment 8, and Attachment 9.
- c. The Offeror shall demonstrate how they shall meet all of the requirements and responsibilities as outlined in Attachment A to the September 1, 2009 SMD (Attachment J.3) and the associated template released by CMS on 4-27-2010 (Attachment J.4).
- d. The Offeror shall submit a Preliminary Project Plan (C.3.3.1) including; timeline, deliverables, and lead staff as part of the response to this RFP.
- e. The Offeror shall submit a preliminary EHRIP Outline.
- f. The Offeror shall include a discussion of the Offeror's approach and methodology to complete the required services in the timelines provided.
- g. The Offeror shall provide a discussion of innovative ideas and concepts to be implemented in the performance of the required services including the benefit to the successful completion of the required services.

L.2.1.2 Past Performance and Previous Experience

The Offeror shall provide at a minimum the following:

- a. Describe the offeror's experience in developing and completing SMHP, including the EHRIP implementation plan, and associated IAPD similar in size and scope as those described in Section C.3. The Offeror shall include a discussion of lessons learned both good and bad and how these lessons will be applied to ensure the successful delivery of the required services.
- b. The Offeror shall provide a list of **all** contracts and subcontracts similar in size and scope as the required services described in Section C.3 where the Offeror has completed SMHP, including the EHRIP implementation plan, and associated IAPD. The Offeror's list shall include the following information for each contract or subcontract:
 1. Name of contracting entity;
 2. Contract number;
 3. Contract type;

4. Contract duration (or Period);
 5. Total contract value;
 6. Description of work performed;
 7. Contact Person name, phone, and e-mail address
- c. The Offeror shall submit evidence that the Contractor has completed a SMHP.
 - d. The Offeror shall provide the status of each SMHP, including the EHRIP implementation plan, and associated IAPD the Offeror has completed.
 - e. The Offeror shall provide at a minimum three (3) completed past Performance Evaluation forms (Attachment J.15) for entities identified in b above.

L.2.1.3 Technical Expertise and Capacity

- a. The Offeror shall provide a description of the Offeror's Project Management techniques, controls, and tools the Project Manager will utilize in the execution of the required services. The description shall address at a minimum the following items:
 1. Identification and description of Project Management methods/techniques such as CPM, PERT, or similar methods to ensure successful and timely completion of the required services in the time frame required
 2. Tools to be utilized in the Project Management approach and their expected benefit to the overall Project Management methodology
 3. Approach to liaison with the District's COTR, including communications, project coordination, status meetings and reports
 4. Deliverable development
 5. Quality assurance
 6. Change Control/Problem Reporting Methodology/Techniques.
- b. The Offeror shall provide a project organizational chart, including specific identification of staff and individual SMEs to be utilized for this project along with their particular areas of expertise, the portion of the SMHP development the SME will be assigned to, and the number of hours that each individual is available to DHCF over the term of the contract.
- c. The Offeror shall provide a detailed resume for each individual staff, SME, and subcontractors identified in the project organizational chart. Staff and subcontractor resumes shall be constructed to emphasize relevant qualifications and experience of the individuals assigned and their successful completion projects similar size and scope to those described in Section C. Resumes shall include the following data:
 1. Name
 2. Skill Category(ies) for this project
 3. Education, for each school list the school name and mailing address, dates attended, major(s), degree(s) conferred and date(s)
 4. Employment History with dates and descriptions of previous projects demonstrating how the individual's role and work on

current and/or completed projects relates to the individual's ability to contribute to the successful completion of the required services described in C.3.

L.2.2 VOLUME II – PRICE PROPOSAL INSTRUCTIONS

The Offeror's Price Proposal shall include the following:

The section titled "**Price Proposal**" shall include the total price for the entire project broken down by task. Pricing shall be a firm fixed price and shall include all costs. The price proposal shall, at a minimum include:

- a. Completed Price Schedule Section B.3 – The Offeror's total price shall be provided per task and shall include the supporting documentation to describe exactly how the per task and therefore the total price were derived. Specifically, each task price shall include a description of the labor rate (consistent with or lower than the Offeror's GSA Schedule contract and labor position, consistent with the Offeror's organizational chart.
- b. Completed Cost/Price Data (Attachment J.14)
- c. Copy of the Offeror's GSA Schedule contract including labor rates and description of labor positions; and
- d. Narrative to describe or explain the Offeror's price proposal, as applicable.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm April 14, 2011**. Modifications to proposals, or requests for withdrawals that are received after the exact local time specified above, are "late" and will be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers; or
- b. 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 solely by mishandling by the District; or
- c. The proposal is the only proposal received.

L.4 PROCUREMENT TIMELINE

Solicitation Issued	March 29, 2011
Pre-proposal Conference	April 6, 2011
Deadline for Questions About Solicitation	April 7, 2011
Due Date Proposals	April 14, 2011
Target Date of Award Contract/Work Begins	April 22, 2011

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one. The prospective Offeror shall submit questions no later than 4:00pm April 7, 2011. The District will not consider any questions received later than 4:00pm April 7, 2011. The District will furnish responses promptly to all prospective Offerors. 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 Offerors. Oral explanations or instructions given before the award of the Request for Proposal will not be binding.

L.6 RESERVED**L.7 SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the offer. Erasures or other changes must be initialed by the person signing the offer. 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.8 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.9 STANDARDS OF RESPONSIBILITY

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

- L.9.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Request for Proposal.
- L.9.2** Furnish 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.9.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.9.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.9.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.9.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.9.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility 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.10** **SPECIAL STANDARDS OF RESPONSIBILITY**
- L.10.1** The Offeror shall have completed at a minimum one (1) State Medicaid Health Information Technology Plan. Evidence of the completion of the SMHP shall be included in the Offeror's Technical Proposal.
- L.11** **TAX CERTIFICATION**
- Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.11.
- L.12** **PRE-PROPOSAL CONFERENCE**
- L.12.1** A pre-proposal conference will be held at 10:00am April 6, 2011 at 899 North Capitol Street, NE 6th Floor, Washington, DC 20002. Prospective Offerors 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 Offerors 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 District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than October 22, 2010 in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.20 PROHIBITION AGAINST UNAUTHORIZED CONTACT

The District is committed to a proposal process that maintains the highest level of integrity. Accordingly, Offerors, as well as their agents, liaisons, advocates, lobbyists, "legislative consultants," representatives, or others promoting their position, are limited to those communications authorized by and described in this RFP. Any attempt to influence any of the participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of the RFP process is strictly prohibited.

**SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION FOR AWARD

A Task Order will be awarded to the responsible offeror(s) 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

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 CRITERIA

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District’s needs in the manner most advantageous to the District, all factors considered.

M.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular

solicitation. The Contractor is informed that 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 Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and Proposal Format and Content described in Section L.2.

M.3.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in L.2 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor'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 District's risk will also be considered. The evaluation factors and significant sub factors, point value and relative importance follows.

M.3.3 EVALUATION FACTORS

M.3.3.1 Technical Evaluation

M.3.3.1.1 Technical Approach and Methodology (0 – 30 Points)

The content of this section of the Offeror's proposal shall be evaluated to determine if the Offeror's approach and methodology is realistic, attainable and appropriate and that the proposed plan, methodology, and approach will lead to successful provision of the required services. The Offeror's overall understanding of the project, ACA and health insurance exchanges will also be evaluated.

M.3.3.1.2 Past Performance and Previous Experience (0 – 30 Points)

The content of this section of the Offeror's proposal shall evaluate pertinent information relating to the offeror's qualifications, experience, and past performance providing services similar, in size, scope as those described in Section C. Information provided on past/current projects should demonstrate how the Offeror's involvement on previous projects relates to the Offeror's ability to successfully complete the scope of work specified in Section C.3

M.3.3.1.3 Project Staff and Corporate Capabilities (0 – 20 Points)

The content of this section of the Offeror's proposal shall determine if the Offeror's proposal provides a detailed picture of the Offeror's staff and organizational structure as well as the Offeror's plans to manage, control and supervise the delivery of the required services in order to insure satisfactory contract performance. This section will also examine the Offeror's project staff

and corporate capabilities and the contribution of each to the successful and timely completion of the required services.

M.3.3.2 PRICE EVALUATION (0 – 20 Points)

The price evaluation will be objective. The offeror with the lowest cost/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 cost/price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 = \text{Evaluated price score}$$