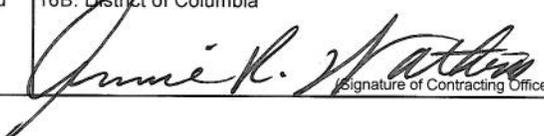


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 7	
2. Amendment/Modification Number DCTO-2008-R-0165 - M0003		3. Effective Date See Block 16 C	4. Requisition/Purchase Request No.	5. Solicitation Caption Patient Data Hub	
6. Issued By: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street, N.W., Suite 700 South Washington, D.C. 20001			7. Administered By (If other than line 6) Department of Health Medical Assistance Administration 825 North Capitol Street, NE Washington, DC 20002		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) ALL POTENTIAL OFFERORS			(X)	9A. Amendment of Solicitation No. DCTO-2008-R-0165	
				9B. Dated (See Item 11) 5/22/2008	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This Amendment is issued to make the following changes: 1. Delete RFP issued on 5/22/08 and replace with revised RFP. 2. Provide the answers to questions received in Attachment A. 3. Provide a Reference List of Amendments to the RFP. 4. Provide Business Associate Agreement Attachments 5. Provide Wage Determination No. 2005-2103, Revision No. 6, dated May 29, 2008 6. The proposal due date for submission has been changed to 2:00 P.M., July 28, 2008.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Annie R. Watkins		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)					7/14/08
			(Signature of Contracting Officer)		

SOLICITATION, OFFER, AND AWARD			1. Caption Patient Data Hub		Page of Pages 1 143		
2. Contract Number		3. Solicitation Number DCTO-2008-R-0165		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 5/22/2008	
7. Issued By: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Bid Room, Suite 703 South Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>9</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703 South</u> until <u>2:00 P.M.</u> local time <u>28-Jul-08</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Veronica Dhaness		B. Telephone (Area Code) 202 (Number) 727-8704 (Ext)		C. E-mail Address veronica.dhaness@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	101
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4	X	J	List of Attachments	108
x	D	Packaging and Marking	47	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	48				
X	F	Deliveries or Performance	49				
X	G	Contract Administration Data	60	X	K	Representations, certifications and other statements of offerors	109
X	H	Special Contract Requirements	66	X	L	Instructions, conditions & notices to offerors	113
X				X	M	Evaluation factors for award	136
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %	
		<input type="checkbox"/> Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
AWARD (TO BE COMPLETED BY GOVERNMENT)							

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SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1.** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of Medical Assistance Administration (the District) is seeking a Contractor to assist in the creation of an integrated medical care environment among the District of Columbia Safe Passages Initiative DC Department of Health (DOH), six local health clinics, and three local hospitals as part of its transformation grant activities. The contractor shall provide the technical and operational design and implementation of an initial, scalable central, shared Patient Data Hub (the Hub) service (as described in the MITA Framework 2.0 [see section C.1.4.12] as a MITA Hub) with Master Patient Index (MPI), data repository and data and analytical capabilities that will allow numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric driven system Also, the contractor shall develop a record locator service (RLS), which is necessary to assist in locating patient information dispersed among multiple entities or systems.
- B.2.** The District contemplates award of a Fixed Price Contract.
- B.3. PRICE SCHEDULE - FIRM FIXED PRICE**

B.3.1. Base Year

Contract Line Item No. (CLIN)	Item Description	Total Price
001A	Documentation of alignment with MITA framework (C.3.2.1)	
001B	Conduct walk-through demonstrations (C.3.2.10)	
001C	Periodic Written Status Reports (C.3.2.1.11)	
001D	System-monitoring Tools Installed (C.3.2.1.15 – C.3.2.1.17)	
001E	Project Work Plans (C.3.2.1.18)	
001F	Facility, Staffing, Training and Implementation Plans (C.3.2.1.19)	
001G	Requirements Analysis Documentation (C.3.2.1.8)	
002A	Design Document (C.3.2.2)	
002B	Conduct walk-through demonstrations (C.3.2.2)	
002C	Periodic Written Status Reports (C.3.2.2)	
003A	Successful Unit and Integration Testing Documentation (C.3.2.3)	
003B	Training Materials & Plan (C.3.2.3)	
003C	Operations Documentation (C.3.2.3)	
004	User Manual (C.3.2.4)	

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Contract Line Item No. (CLIN)	Item Description	Total Price
005	Help Desk Facilities, Software or System and Manuals. (C.3.2.5)	
006	Transition Plan & Knowledge Transfer (C.3.2.6)	
007A	System Test Plan/Results (C.3.2.7)	
007B	Turnover Plan (C.3.2.7)	
008	Hardware and Software Acquisition (C.3.10.3.9)	

B.3.2. Option Year One

Contract Line Item No. (CLIN)	Item Description	Total Price
1001	User Manual (C.3.2.4)	
1002	Pilot Test Plan Implementation Documentation, Pilot Agreements & Product Acceptance C.3.2.5	
1003	Transition Plan & Knowledge Transfer (C.3.2.6)	
1004A	Turnover Plan (C.3.2.7)	
1004B	Periodic Written Status Reports (C.3.2.7)	
1005A	Operational Readiness Documentation (C.3.2.8)	
1005B	Operational Readiness Results Document (C.3.2.8)	
1006	Training, Pilot Test Plan and Assessment Documentation (C.3.2.9)	

SECTION C: DESCRIPTIONS, SPECIFICATIONS, STATEMENT OF WORK

C.1. SCOPE

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

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

C.1.2.1. The Contractor shall propose an effective and efficient methodology for the technical and operational design and implementation of interfaces from the Source systems, which initially will include six (6) systems (6 community clinics that are using the same electronic medical record (EMR) system, 3 key hospitals in the District who are all on the same electronic health information system, Medicaid Management Information System (MMIS), Enrollment Broker system, External Quality Review Organization (EQRO) system and Safe Passages which includes data from IMA eligibility system and other DC Government data sources, (see RFP Attachment entitled Transformation Grant: Initial 2 Years) and the capability for additional interfaces and additional systems/providers/entities (together referred to as the “Source”), to the Patient Data Hub (i.e., the “Hub”) including metadata and data conversion and record locator mechanisms. The design and implementation shall allow for easy, quick and inexpensive expansion of the Source to a much wider set of health care providers (hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies etc) at later stages.

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

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

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

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

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

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

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

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management, implementation and operation of a District-wide health information network, consumer engagement and technical development.

C.1.2.9. The Contractor shall provide the hardware and software for the District.

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

C.1.3. Applicable Documents

Document Type	Title	Date
Medicaid Transformation Grant Application	Comprehensive Medicaid Integration Project http://www.cms.hhs.gov/MedicaidTransGrants/02_2007awards.asp#TopOfPage	January 2007
MITA Framework	http://www.cms.hhs.gov/MedicaidInfoTechArch/01_Overview.asp#TopOfPage	August 2007

C.1.4. Definitions

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

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

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C.1.4.3. The Electronic Health Record-system (EHR-system) is an evolving concept defined as a longitudinal collection of electronic health information about individual patients and populations. Primarily, it will be a mechanism for integrating health care information currently collected in both paper and electronic clinical, administrative and financial data for the purpose of improving quality of care, delivery of health care, and financial and quality oversight.

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

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

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

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

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

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C.1.4.9. International Classification of Diseases 9 (ICD 9) is a listing of diagnoses and identifying codes for reporting diagnosis of patients identified by physicians. The coding and terminology provide a uniform language that will accurately designate primary and secondary diagnosis and provide for reliable and consistent communication.

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

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

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

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

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

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

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

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penetration test is to determine feasibility of an attack and the amount of business impact of a successful exploit, if discovered.

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

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

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

C.2. BACKGROUND

C.2.1. Medicaid Transformation Grant

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

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multiple locations and prior test results often are unavailable and trends are not evident. These inefficiencies are not only costly but, in many cases, can negatively impact patient's care and health. Examples include duplicated tests that result in additional cost with no benefit to the patient, conflicting prescriptions that can increase cost but more importantly can cause harm to the patient through drug interactions, including the possible loss of life, and inefficiencies or inadequacies in management of chronic illnesses as a result of seeking care from multiple care providers (conflicting treatment approaches and/or increased cost). Dearth of cross-provider medical information flow also makes it very difficult to calculate analytical trends properly and identify medical and other correlations.

C.2.2. Goals and Objectives

MAA's goals include contracting with an organization that:

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

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

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

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

C.2.2.5. Has the organizational capability and capacity to manage financially and operationally a project of this magnitude with an established organizational structure to manage the technical, operational, management and policy specifications and decision making process. The organization shall have demonstrated experience in industry standard interface and messaging protocols, data-driven, component based architecture, metadata and modularity. The organization shall have a team of professionals with skills such as systems integrator, project and program management, training, data, interoperability, design, development and implementation.

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The key personnel, which shall have experience with detailed work plans, design workflow, reaching milestones and using tools such as Microsoft project management in an e-health information technology and/or e-health information exchange environment, shall include an executive responsible for the overall project, a technical implementation task manager, a legal/policy lead, systems analysts, business analysts, JAD facilitators and scribes.

C.2.3. Medicaid Information Technology Architecture

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

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

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

C.2.4. Synergies with Other District Projects

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

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benefit from an EMR system. The individual clinic EMRs will serve as one of the sources to the Hub. First implementation of the EMRs will start in 2008.

C.2.4.2. The Hub shall not prohibit linkage with the NCA-RHIO, which is currently in the design phase. Contractor shall develop and implement an ongoing process for coordination and feedback with NCA-RHIO.

C.3. REQUIREMENTS

C.3.1. Technical Capability Requirements

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

C.3.1.1. Technical Diagrams and Written Descriptions

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

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

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

C.3.1.1.3. The Contractor shall provide a technical architecture diagram of the interoperability program containing a description and

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purpose of each component identified in the diagram and mapping of software components and their functions to the hardware components.

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

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

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

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

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

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

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

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

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

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

C.3.1.2. Implementation

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

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

C.3.2. Tasks and Phases of the Project Requirements

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

C.3.2.1. Planning Tasks Requirements:

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

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communications throughout the contract and Contractor shall adhere to the established protocols.

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

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

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

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

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

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

C.3.2.1.8. Requirements Analysis Sessions

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

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

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

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

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

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

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

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

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

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

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

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C.3.2.1.15.1. length of jobs;

C.3.2.1.15.2. number of queries,

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

C.3.2.1.15.4. installed query tools.

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

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

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

C.3.2.1.18.1. project organization,

C.3.2.1.18.2. staff roles and responsibilities,

C.3.2.1.18.3. project objectives, and

C.3.2.1.18.4. stakeholder involvement.

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

C.3.2.1.19.1. project schedule,

C.3.2.1.19.2. project staffing plan,

C.3.2.1.19.3. risk management plan,

C.3.2.1.19.4. workspace and facilities plan,

C.3.2.1.19.4.1. Contractor Key Personnel shall be located in an office in the District with office hours from 8:00 a.m. to 5:00 p.m. Monday to Friday.

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C.3.2.1.19.5. communications plan,

C.3.2.1.19.6. knowledge transfer strategy and plan, and

C.3.2.1.19.7. turnover plan.

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

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

C.3.2.2. Design Tasks Requirements

Contractor responsibilities for the Design Tasks include:

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

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

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

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

C.3.2.2.5. Design the functions, system tables, and the processing architecture to meet the requirements of the negotiations

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and contract as finalized in the Requirements Analysis document approved by the District. Make a final recommendation on the process of data transfer in order to populate the data repository with the necessary historical data and on-going data. Any enhancements done between bid and implementation will be included (i.e., the most modern “version” will be provided at time of operation).

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

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

C.3.2.2.8. As part of Design Tasks:

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

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

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

C.3.2.3. Development and Training Tasks Phase I Requirements:

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

C.3.2.3.1.1. Web Portal,

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C.3.2.3.1.2. User Access, Authorization and Authentication,

C.3.2.3.1.3. Connectivity to Data Resources,

C.3.2.3.1.4. Functionality of Required Components,

C.3.2.3.1.5. Validating Integration of Components,

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

C.3.2.3.1.7. Operations monitoring and other functions.

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

C.3.2.3.3. Contractor shall provide hardware, software, database, infrastructure systems and relevant policy for operations documentation.

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

C.3.2.3.5. Contractor shall create:

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

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

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

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

C.3.2.3.8. Contractor shall conduct training.

C.3.2.4. User Manual Tasks Requirements:

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Contractor shall develop a draft user manual and online help features to guide end-users step-by-step. The manual shall include navigation instructions, menu selections, error messages, and detailed instructions on how to perform system tasks in accordance with Sections C.3.7 and F.5, CLINs 004 and 1001 – User Manual Requirements. This Manual must be approved by the Contracting Officer Technical Representative (COTR).

Contractor shall develop a final user manual and online help features to guide end-users step-by-step. The final user manual shall be modified to conform to issues and specifications identified through utilization of the draft user manual during training sessions. The manual shall include navigation instructions, menu selections, error messages, and detailed instructions on how to perform system tasks in accordance with Section C. 3.7 and CLINs 004 and 1001 – User Manual Requirements. This Final Manual shall be approved by the Contracting Officer Technical Representative (COTR) in accordance with Section F.5, CLINs 004 and 1001 – User Manual Requirement.

C.3.2.5. Help Desk and Pilot Test Tasks Requirements:

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

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

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

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

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

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

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

C.3.2.6. Transition Preparation Tasks Requirements

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

C.3.2.7. Acceptance Testing Tasks Requirements:

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

C.3.2.7.2. For the Acceptance Testing Task Contractor shall:

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

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

C.3.2.7.3. Finalize the turnover plan of the Hub for each phase and submit bi-weekly written status reports on the progress of the tasks against the work plan, including technical, operational and policy components.

C.3.2.8. Operational Readiness Demonstration Tasks Requirements:

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

C.3.2.8.2. Operational Readiness Demonstration Tasks

Contractor responsibilities for the Operational Readiness Demonstration Tasks include:

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

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

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

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

C.3.2.8.2.4.1. System performs as contractually required,

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

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

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

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

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

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

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

C.3.2.9.1 Populating the data repository with additional MMIS data (i.e., additional historical files and/or additional files) and internal District government data through direct interface between DOH individual systems as well as Safe Passages that is external to Medicaid.

C.3.2.9.2. Extracting of data submitted to the Hub, including but not limited to MMIS data, enrollment broker data, EQRO data,

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and Safe Passages data and provide aggregated data and analytical tools to Medicaid program advisors.

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

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

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

C.3.2.9.6. Problem Resolution and coordination of business agreements.

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

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

C.3.2.9.9. System Warranty and Maintenance and trouble shooting.

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

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

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

C.3.3. Data Migration Requirements

The Contractor shall establish a process of populating the central or virtual MIIS-based enterprise electronic health records repository with patient information from Medicaid, all DOH agencies through Safe Passages, and other District government agencies through Safe Passages. The process should be able to handle both initial

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large scale loading that may be repeated several times as necessary and the incremental data loading for data updates done in the close-to-real-time mode

C.3.4. Application Reports Requirements

C.3.4.1. The Contractor shall establish reports and ad hoc analysis capabilities to monitor the outcome measures described below in Sections C.3.12.1-C.3.12.6, as well as any other data available within the integrated enterprise system.

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

C.3.5. Production Environment Requirements

The Contractor shall establish the operating environment for the integrated systems, which will initially include Source data to the Patient Data Hub (the Hub) including metadata and data conversion and record locator mechanisms. The design and implementation shall allow for easy expansion of initial sources to a much wider set of health care providers (hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies etc) at later funded stages of the project.

C.3.6. Test Environment Requirements

C.3.6.1. Application Testing:

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

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

C.3.6.1.2. The Contractor shall perform Integration testing. These tests will verify the integration of the various modules in the Application and test external interfaces such as data transfers to

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other District systems. These tests will provide comprehensive, “wall-to-wall” validation of all system functions.

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

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

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

C.3.7. User and System Administration Documentation Requirements

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

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

C.3.8. Support/Maintenance Requirements

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

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

C.3.8.3. Contractor responsibilities for the Operational Task include:

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

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

C.3.9. Turnover Requirements

C.3.9.1. The Contractor shall develop and submit a turnover plan to the District for its approval. The District shall approve the turnover plan. The Contractor shall abide by the requirements.

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

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

C.3.9.2.2. Coordinate turnover activities.

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C.3.9.3. Contractor responsibilities for the Turnover Task include:

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

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

C.3.9.3.3. Obtaining approval by CMS before determined completed

C.3.10. Interface Requirements

C.3.10.1. Operations and Business Processes Requirements

The Contractor shall:

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

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

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

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

C.3.10.1.5. Describe how the proposed solution complies with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule requirements (45 C.F.R. Parts 160, 162 and 164), Medicaid privacy and security and other federal and District privacy and security legal and regulatory requirements. The Contractor should refer to the HIPAA Security Rule for additional details regarding specific items and also sign the Business Associate

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

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

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

C.3.10.2. Software and Hardware Interface Requirements

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

C.3.10.2.1. Provide interfaces from the Source systems, and the capability for additional interfaces and additional systems/providers/entities, to the Hub including metadata and data conversion and record locator mechanisms. The design and implementation shall allow for easy expansion of initial sources to a much wider set of health care providers (hospitals, clinics, nursing

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homes, dentists, home care providers, doctors, pharmacies etc) at later funded stages of the project.

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

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

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

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

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

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

C.3.10.2.8. The Contractor shall work with District staff and stakeholders identified by MAA to build off the Safe Passages work in this area and create an index, much like an index in a book, which lists all the identifiers used for a person in all the District systems. It is anticipated that when information is needed in a provider system

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or government agency system, the query first looks in the MPI to get the person's system identity, and uses that identifier to fetch the information desired. A number of indexes may be necessary for entities other than individuals, including indexes for providers, buildings, and other items or organizations that are used by multiple organizations. The Contractor shall ensure that the proposed solution safeguards access to data and modules. Users who are not authorized to access certain applications and/or data will be prohibited from retrieving, viewing, using, or otherwise acquiring access. Security privileges will be tied to roles and, as necessary, data instances and administered by District staff and Contractors. The vendor shall define generic mechanisms of instantiating role-based and instance-based access authorization and define and implement process by which authorized workers can enable such access.

C.3.10.2.9. The Contractor shall implement a hybrid hub whereby limited data is held in a centralized data repository while most patient data is held by the system in which it is created. Each Contractor proposal shall provide a detailed description of the technology it intends to use to develop and deploy the Hub solution in the District. The system architecture shall be service-oriented and able to allow access by the Source and the capability for additional systems/providers/entities, including but not limited to hospitals, clinics, nursing homes, dentists, home care providers, doctors, pharmacies, public school, etc at later funded stages of the project.

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

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

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

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the Source system (or other provider system) from which it originated.

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

C.3.10.3.4. Analysis and Reporting Tools:

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

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

C.3.10.3.4.2.1. Data Validation and Integrity Management

C.3.10.3.4.2.2. Metadata Information Integration Layers

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

C.3.10.3.6. User access, authentication and authorization.

C.3.10.3.6.1. The Contractor shall develop and utilize components to identify and authenticate system users, including but not limited to use of passwords and other security mechanisms provided to authorized users.

C.3.10.3.7. User interface and web-service interface capability, including an operational data view with data tied to individual/specific patients, user interface: reporting of multiple patients and analytical/statistical reporting that does not include individual identifying information.

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C.3.10.3.7.1. Messaging Management Capabilities; Routing and Workflow

C.3.10.3.7.2. End-user tools available in the solution that the District can use to customize the software (e.g., create new alerts, reminders).

C.3.10.3.8. Legal support and user management support for prior to users accessing the system and prior to organizations joining the process

C.3.10.3.9. The Contractor shall provide the hardware and software. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub shall be included in the total cost of the proposal.

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

C.3.11. Record Locator Requirements

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

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

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

C.3.12. Hub Requirements

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

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

C.3.12.2. Contractor shall design the Hub so:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.3.12.4.2. Patient medical records from the Source systems,

C.3.12.4.3. Capability for easy expansion to a much wider set of health care providers, including but not limited to other hospitals, other clinics, nursing homes, dentists, home care providers, doctors, pharmacies to add patient medical information at later stages of the project,

C.3.12.4.4. Eligibility and demographic information,

C.3.12.4.5. EQRO and enrollment broker data,

C.3.12.4.6. Opt-out capability,

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

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

C.3.12.4.9. Unique Identifiers (IDs) and Master Patient Indexes (MPIs) from disparate sources.

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

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

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

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

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

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

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

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

C.3.12.7.3.3. Restrict access to patient health records consistent with HIPAA standards by category of users and

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types of data. Both role-based and instance (object)-based user access controls are required,

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

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

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

C.3.12.7.4. Develop criteria on interoperability that addresses, at a minimum but not limited to interoperability coordinated in planning for interfaces between a health data repository and the health information systems of different providers, suppliers and services; data systems and work flow configuration envisioned system wide for interconnecting a health data repository with provider health information systems, assumptions made for systems development regarding security, privacy, and confidentiality; the role of open-standards architecture in the design of a health information system network, and interoperability maintained throughout enterprise system life-cycles.

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

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

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

C.3.13. Program Management

C.3.13.1. Program and Project Management Activities

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

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

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- C.3.13.1.2. Conduct project team meetings,
- C.3.13.1.3. Monitor progress toward the development and implementation plan and key milestones,
- C.3.13.1.4. Manage open technical, operational and policy issues,
- C.3.13.1.5. Coordinate project team activities, and
- C.3.13.1.6. Brief stakeholders on project progress as directed by the District and jointly with the COTR.

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

The Contractor shall provide a detailed plan in program and project management. This description shall include proposed methods for handling potential problems, including, but not limited to, contingencies and schedule delays, and detailed work plan for the project that incorporates ongoing involvement of stakeholders designated by DOH. Specifically, this description shall address:

- C.3.13.2.1. Methods for project status reporting, including examples of previous types of reports;
- C.3.13.2.2. Approach to interacting with the District staff, Contractors and designated stakeholders;
- C.3.13.2.3. Approach to internal project management structure, including a functional organization chart;
- C.3.13.2.4. Manpower and time-estimating procedures;
- C.3.13.2.5. Internal quality control monitoring to produce deliverables;
- C.3.13.2.6. Sign-off procedures for completion of deliverables and major activities;
- C.3.13.2.7. Approach to problem identification, escalation and resolution;
- C.3.13.2.8. Any assumptions or constraints in developing the work plan;

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

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

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

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

C.3.13.4. The Contractor shall propose a certified Project Manager (PM) with a minimum of an undergraduate degree and minimum of two (2) years experience in project management in a project of similar scope and complexity with experience in electronic health information exchange and/or integration preferred, who shall have day to day responsibility for supervising the performance and obligations under this Contract as well as receive policy direction from the COTR.

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

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

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

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

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

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

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

C.3.13.5.3. Contractor shall maintain Key Personnel to carry out essential functions as defined below. The Key Personnel described below are considered to be essential to the work being performed under the Contract. All Key Personnel listed below shall be Full Time Equivalent (FTE) personnel located in an office in the District with primary responsibility for the requirements included under the Contract, unless this requirement is waived, in writing, by MAA, at its sole discretion, for specific positions/personnel.

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

C.3.13.5.3.1. Certified Project Manager

C.3.13.5.3.1.1.A certified Project Manager (PM) shall hold an external Project Management Professional certification such as PMP.

A PM with a minimum of an undergraduate degree and a minimum of two (2) years experience in project management in a project of similar scope and complexity with experience in electronic health information exchange preferred, who shall have day

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

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

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

C.3.13.5.3.2. Systems Technical Manager:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.3.13.11.4. Manpower and time-estimating procedures;

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

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

C.3.13.11.7. Approach to problem identification and resolution; and

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

C.3.13.12. Contractors shall, related to project communications:

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

C.3.13.12.2. Create periodic project status publications;

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

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

C.3.14. Training Requirements

C.3.14.1. The Contractor shall provide a Training Plan Fifteen (15) working days after the Contract is signed. The Training Plan shall define the recommended approach for delivering training to up to functional, operational, policy and technical personnel at the initial 6 clinics, 3 hospitals and designated District staff and/or Contractors, including but not limited to MMIS, enrollment broker, managed care, administrative and EQRO Contractors. The training plan shall outline types of training and the supporting documentation to be provided.

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

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

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

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

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SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

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

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

SECTION F: DELIVERIES OR PERFORMANCE

F.1. TERM OF CONTRACT

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

F.2. OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

F.3. TIMING OF DELIVERABLES

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

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

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

F.4. SUBMISSION AND ACCEPTANCE OF DELIVERABLES

F.4.1. Submission of Deliverables

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

Dr. LaRah Payne
Department of Health
Medical Assistance Administration
Fifth Floor – Suite 5200
825 North Capitol Street, NE
Washington, DC 20002
ATTN: COTR

202-442-5988

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

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

F.4.2. Due Dates

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

F.4.3. Notice of Disapproval of Deliverables

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

F.4.4. Notice of Approval/Disapproval of Resubmission

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

F.4.5. MAA Fails to Respond

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In the event that MAA fails to respond to Contractor’s resubmission of a Deliverable within the applicable time period, Contractor shall notify the COTR and the Director of MAA in writing that MAA has not responded; that Contractor shall continue performance under the Contract unless the COTR provides written notice of disapproval within fourteen (14) Business Days from the date MAA receives Contractor’s notice.

F.5. DELIVERABLES

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

F.5.2. The due dates refer to Award date and end of contract – dates when contract has been awarded and completed, correspondingly. The contract completion date is 3/10/2010.

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

BASE YEAR

CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
CLIN 001 Planning Tasks Requirements					
001A	Documentation of alignment with MITA framework	Contractor shall provide documentation of alignment with MITA framework, Safe Passages and coordination with the re-procured MMIS as specified in C.3.2.1.2 and C.3.2.1.4.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Two weeks from date of award	COTR

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
001B	Conduct walk-through demonstrations	Contractor shall conduct walk-through demonstrations of all interim and final task deliverables as specified in C.3.2.1.10	Walk through presentation and feedback notes sent via email	Per approved project plan ¹	COTR
001C	Periodic Written Status Reports	Contractor shall submit bi-weekly (weekly depending on the phase) written status reports on the progress of tasks against the approved work plan as specified in C.3.2.1.11	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Two weeks from date of award and updated to District weekly with weekly status report	COTR
001D	System-monitoring Tools Installed	Contractor shall install system-monitoring tools as specified in C.3.2.1.15 & train users as specified in C.3.2.1.16 & C.3.2.1.17	Training sessions and training materials sent via email	01/10/10	COTR
001E	Project Work Plans	Contractor shall provide Project Work Plan as specified in C.3.2.1.18 that details: Project organization Staff roles and responsibilities Project objectives Stakeholder involvement	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Two weeks from date of award	COTR

¹ “Per approved project plan” references a specific date to be determined by the Contractor in the ultimate approved plan.

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
001F	Facility, Staffing, Training and Implementation Plans	Contractor shall provide: Project schedule Project staffing plan Risk management plan Workspace and facilities plan Communications plan Knowledge transfer strategy and plan Training Plan Turnover Plan As specified in C.3.2.1.19	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Three weeks from date of award	COTR
001G	Requirements Analysis Documentation	Contractor shall provide: Requirements Analysis Documentation As specified in C.3.2.1.8	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Three months from date of award	COTR
CLIN 002 Design Tasks Requirements					
002A	Design Document	The Contractor shall provide a design document as specified in C.3.2.2, that includes: Hub Data repository Interfaces Master Patient Index Functions Systems Tables Processing Architecture Systems Architecture Data Mappings Data Editing Rules Balancing Procedures	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Five months from date of award and updated to District weekly with weekly status report	COTR

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
002B	Conduct walk-through demonstrations	Contractor shall conduct walk-through demonstrations of all interim and final task deliverables as specified in C.3.2.2.6	Walk through presentation and feedback notes	Per approved project plan	COTR
002C	Periodic Written Status Reports	Contractor shall submit bi-weekly (weekly depending on the phase) written status reports on the progress of tasks against the approved work plan as specified in C.3.2.2.7	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Two weeks from date of award and updated to District weekly with weekly status report	COTR
CLIN 003 Development and Training Tasks Requirements					
003A	Successful Unit and Integration Testing Documentation	Contractor shall receive data from the Source, prepare test plans, perform Unit and Integration Testing as specified in C.3.2.3.1, and report results to District.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Per approved project plan	COTR
003B	Training Materials & Plan	Contractor shall submit Training materials, documentation, schedule, plan and documentation of actual training as specified in C.3.2.3.2, C.3.2.3.4, C.3.2.3.5, C.3.2.3.6, C.3.2.3.7 and C.3.2.3.8.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Per approved project plan	COTR

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
003C	Operations Documentation	Contractor shall provide hardware, software, database, infrastructure systems and relevant policy for operations documentation as specified in C.3.2.3.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Per approved project plan	COTR
CLIN 004 User Manual Requirements					
004	User Manual	Contractor shall develop and submit a draft user manual and online help features as specified in C.3.2.4. This Manual must be approved by MAA and the COTR.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	09/10/09	COTR
CLIN 005 Help Desk and Pilot Tasks Requirements					
005	Help Desk Facilities, Software or System and Manuals.	Contractor shall provide a Help Desk that shall include facilities, management software or system, and Process and Procedure web-based Manuals that will address policy and operational issues as well as technical clarifications as specified in C.3.2.5.1	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	11/10/09	COTR
CLIN 006 Transition Preparation Tasks Requirements					
006	Transition Plan & Knowledge Transfer	Contractor shall provide training schedule and transition plan to facilitate the Transition of the Hub as specified in C.3.2.6	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	11/10/09	COTR
CLIN 007 Acceptance Testing Tasks Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
007A	System Test Plan/Results	Contractor shall provide for a System Acceptance Test Plan and results of user integrated tests/retests of the entire system at each phase as specified in C.3.2.7.2.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	11/10/09	COTR
007B	Turnover Plan	Contractor shall submit the turnover plan of the Hub for each phase as specified in C.3.2.7.3	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	09/10/09	COTR
CLIN 008 Hardware and General Licenses Requirements					
008	Hardware and Software Acquisition	Contractor shall provide hardware and software as specified in C.3.10.3.9. The total cost of the proposal shall include professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	07/10/09	COTR

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OPTION YEAR

CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
CLIN 1001 User Manual Requirements					
1001	User Manual	Contractor shall submit a finalized user manual and online help features as specified in C.3.2.4. This Manual must be approved by MAA and the COTR.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	01/10/10	COTR
CLIN 1002 Help Desk and Pilot Tasks Requirements					
1002	Pilot Test Plan Implementation Documentation, Pilot Agreements & Product Acceptance	The Contractor shall complete implementation of the Pilot Test Plan of the MPI and PDH, execute “pilot agreements” and problem resolution guidelines, provide policy clarification documentation and obtain acceptance of product as specified in C.3.2.5.2 and C.3.2.5.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	11/10/09	COTR
CLIN 1003 Transition Preparation Tasks Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
1003	Transition Plan & Knowledge Transfer	Contractor shall be responsible for Transition Preparation Tasks, including knowledge transfer from Contractor to MAA and other designated District staff, contractors and stakeholders. This shall include Contractor scheduling training, preparation of a transition plan detailing the roles and responsibilities for both the District and contractor staff, and coordinating and attending meetings as necessary to facilitate the Transition of the Hub.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	1/10/10	COTR
CLIN 1004 Acceptance Testing Tasks Requirements					
1004A	Turnover Plan	Contractor shall submit the finalized turnover plan of the Hub for each phase as specified in C.3.2.7.3	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	1/10/10	COTR
1004B	Periodic Written Status Reports	Contractor shall submit bi-weekly written status reports on the progress of tasks against the approved work plan as specified in C.3.2.7.3	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	Two weeks from date of award and updated to District weekly with weekly status report	COTR
CLIN 1005 Operational Readiness Demonstration Tasks Requirements					

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CLIN	Deliverable	Description	Quantity & Format of Delivery	After Award of Contract	To Whom
1005A	Operational Readiness Documentation	Contractor shall provide full user and system Operational Readiness technical, operational and policy documentation for all phases of the contract, and updated documentation already submitted documentation with any changes made during subsequent phases of the implementation as specified in C.3.2.8.1, C.3.2.8.2 and C.3.2.8.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	1/10/10	COTR
1005B	Operational Readiness Results Document	Contractor shall provide Operational Readiness Test results that demonstrate as specified in C.3.2.8.2.3, C.3.2.8.2.4 and C.3.2.8.2.5: System performs as required Policy and operational parameters are in place and clear to participants Interfaces operate as planned The MPI and the Hub perform the activities requires Interfaces with the Source are secure and working Capability for additional users exists	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	1/10/10	COTR
CLIN 1006 Phase II of Implementation-Internal to DC Government Data Requirements					
1006	Training, Pilot Test Plan and Assessment Documentation	Contractor shall provide documentation of training all users, staff and Contractors, implementation of Pilot Test Plan, and assessment of capabilities and training as specified in C.3.28.3.	Three (3) Hard Copies One (1) Soft Copy Sent Via Email One (1) CD-Rom (if requested by the COTR)	12/10/09	COTR

SECTION G: CONTRACT ADMINISTRATION DATA

G.1. INVOICE PAYMENT

G.1.1. The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2. INVOICE SUBMITTAL

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

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

G.2.2. To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1. Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2. Contract number and invoice number;

G.2.2.3. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4. Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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

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

G.2.2.8. Authorized signature.

G.3. PAYMENTS

G.3.1. Payment Schedule:

G.3.1.1. Payment

Contractor shall be paid upon delivery and acceptance by the District for each sub-CLIN in CLINs 001, 002, 003, 007, 1001, 1002, 1003 and 1005. The Contractor shall be paid for CLINs 004, 005, 006, 008, 1004 and 1006 upon delivery and acceptance of the CLIN by the District.

G.3.2. First Source Agreement Request for Final Payment

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

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

G.3.3. Assignment of Contract Payments

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

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

G.3.3.3. Notwithstanding an assignment of contract payments, Contractor, not the assignee, shall prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall

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show that payment of the invoice is to be made directly to the assignee as follows:

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

G.3.4. Electronic Payments

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

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

G.3.5. Compliance by Contractor

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

G.3.6. Quick Payment Clause

G.3.6.1. Interest Penalties to Contractors

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

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

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G.3.7. Payments to Sub-contractors

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

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

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

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

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

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

G.3.8. Right to Withhold Payment

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

G.4. FINES

G.4.1. Contractor shall be responsible for any fines levied against the District by the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS) or administrative body or any funds that must be

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paid back to these bodies as a result of Contractor's performance under the Contract.

G.5. CONTRACTING OFFICER

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

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

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

G.5.3. Authorized Changes by the Contracting Officer

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

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

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

G.6. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

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

Dr. LaRah Payne
Department of Health
Medical Assistance Administration
Fifth Floor – Suite 5200
825 North Capitol Street, NE

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Washington, DC 20002
ATTN: COTR

202-442-5988

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1. DISTRICT RESPONSIBILITIES

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

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

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

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

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

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

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

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

H.1.2. Design Tasks

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

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

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

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

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

H.1.3. Development and Training Tasks

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

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

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

H.1.4. User Manual Tasks

H.1.4.1. Approval by the COTR of user manual and online help features to guide end-users step-by-step.

H.1.5. Help Desk and Pilot Test Tasks

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

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

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

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H.1.5.4. Accept pilot test product.

H.1.6. Transition Preparation Tasks

H.1.6.1. Approve Contactor's turnover plan.

H.1.6.2. Coordination of turnover activities

H.1.7. Acceptance Testing Tasks

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

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

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

H.1.8. Operational Readiness Demonstration Tasks

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

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

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

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

H.1.9.2. Approve resources and data exchange pilot.

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

H.1.10. Hardware and General Licenses

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

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

H.2. RECIPIENT HELD HARMLESS

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

H.3. GENERAL SUBCONTRACT REQUIREMENTS

H.3.1. Subcontracting

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

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

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

H.3.2. Termination of Subcontract

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

H.3.3. Review and Approval of Subcontracts

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

H.3.3.2. The Contracting Officer shall notify Contractor, in writing, of its approval or disapproval of a standard or model subcontract for Providers within thirty (30) Business Days of receipt of the proposed subcontract and supporting documentation required by the District. The District will specify the reasons for any disapproval, which shall be based upon review of the provisions of the Contract, Contractor's proposal, and District or federal law and regulations.

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

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

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

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

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

H.4. RESERVED

H.5. CONFLICT OF INTEREST

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

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

H.5.1.2. The officers, employees, and agents of Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to subcontracts. However, Contractor may set standards for situations in which the financial interest is not substantial or

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the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers, or agents of the recipients.

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

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

H.6. RECORDS RETENTION

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

H.6.1.1. If any litigation, claim, financial management review, or audit is started before the expiration of the ten (10)-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

H.6.1.2. Records for real property and equipment acquired with federal funds shall be retained for ten (10) years after final disposition.

H.6.1.3. When records are transferred to or maintained by the HHS awarding agency, the ten (10)-year retention requirement is not applicable to the recipient.

H.6.1.4. Indirect cost rate proposals, cost allocations plans, etc., as specified in 42 C.F.R. § 74.53(g).

H.7. CONFIDENTIALITY OF INFORMATION

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

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H.7.2. Freedom of Information Act

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

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

H.8. DEPARTMENT OF LABOR

The Contractor shall be bound by the Wage Determination No. 2005-2103 Rev. No 6, dated May 29, 2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.9. HIRING OF DISTRICT RESIDENTS

H.9.1. Hiring of District Residents as Apprentices and Trainees

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

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

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

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

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

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

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

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

H.9.2.3. Contractor shall submit to the Department of Employment Services, no later than the tenth (10th) of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:

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H.9.2.3.1. Number of employees needed;

H.9.2.3.2. Number of current employees transferred;

H.9.2.3.3. Number of new job openings created;

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

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

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

H.9.3.6.1. Name;

H.9.3.6.2. Social Security number;

H.9.3.6.3. Job title;

H.9.3.6.4. Hire date;

H.9.3.6.5. Residence; and

H.9.3.6.6. Referral source for all new hires.

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

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

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

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

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

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

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

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

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

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

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

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

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

H.9.2.7. Upon receipt of Contractor's final payment request and related documentation pursuant to Sections H.9.2.5 and H.9.2.6, the Contracting Officer shall determine whether Contractor is in compliance with Section H.9.2.4 or whether a waiver of compliance pursuant to Section H.9.2.6 is justified. If the Contracting Officer determines that Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

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

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

H.11. SECURITY REQUIREMENTS

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

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

H.12. PUBLICITY

Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either

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during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under the Contract.

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

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

H.14. D.C. HUMAN RIGHTS ACT

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

H.15. WAY TO WORK AMENDMENT ACT OF 2006

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

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

H.15.3. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

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

H.15.5. Contractor shall provide a copy of the Fact Sheet attached as Attachment J.1.2 to each employee and subcontractor who performs services under the contract.

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Contractor shall also post the Notice attached as Attachment J.1.3 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

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

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

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

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

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

H.15.8.6. An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.15.8.7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the

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District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

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

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

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

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

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

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

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

H.17. BYRD ANTI-LOBBYING AMENDMENT

H.17.1. In accordance with 45 C.F.R. Appendix A, Contractors who apply or bid for an award of more than one-hundred thousand dollars (\$100,000) shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for

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influencing or attempting to influence an officer or employee of any federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S.C. § 1352.

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

H.18. INTELLECTUAL PROPERTY

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

H.19. ENERGY EFFICIENCY

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

H.20. HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT

Medical Assistance Administration (“MAA”) is a “Covered Entity” as that term is defined in the Privacy Rule and Security Rules and __(insert contractor name)_____, as a recipient of Protected Health Information and/or Electronic Protected Health Information from MAA, is a “Business Associate” as that term is defined in the Privacy and Security Rules.

H.20.1. Definitions

The following definitions shall apply to this Section:

H.20.1.1. “Administrative Safeguards” mean the 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.20.1.2. “Business Associate” means 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

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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.20.1.3. “Covered Entity” means 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 HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.

H.20.1.4. “Data Aggregation” means, 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.20.1.5. “Designated Record Set” means a group of records maintained by or for the Covered Entity that is:

H.20.1.5.1. The medical records and billing records about individuals maintained by or for a covered health care provider;

H.20.1.5.2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

H.20.1.5.3. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

H.20.1.6. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, codified at 42 USCA 1320d, *et seq.* and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164.

H.20.1.7. “Electronic media” means:

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H.20.1.7.1. 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.20.1.7.2. 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.20.1.8. “Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined herein) or maintained in Electronic Media.

H.20.1.9. “Health Care” means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

H.20.1.9.1. 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.20.1.9.2. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.

H.20.1.10. “Health Care Components” means 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 shall 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.20.1.11. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.

H.20.1.12. “Hybrid Entity” means 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

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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.20.1.13. “Individual” means 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.20.1.14. “Individually Identifiable Health Information” is information that is a subset of health information, including demographic information collected from an individual, and;

H.20.1.14.1. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

H.20.1.14.2. 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; and

H.20.1.14.3. That identifies the individual; or

H.20.1.14.4. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

H.20.1.15. “National Provider Identifier (NPI) Rule” means the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.

H.20.1.16. “Physical Safeguards” means the 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.20.1.17. “Privacy Official” means the 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.20.1.18. “Privacy Officer” means the 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

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guidance of the District’s Privacy Official, and shall be responsive to and report to the District’s Privacy Official.

H.20.1.19. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

H.20.1.20. “Protected Health Information” means individually identifiable health information that is:

H.20.1.20.1. Transmitted by electronic media;

H.20.1.20.2. Maintained in electronic media; or

H.20.1.20.3. Transmitted or maintained in any other form or medium;

H.20.1.20.4. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and

H.20.1.20.5. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.

H.20.1.21. “Record” shall mean 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.20.1.22. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

H.20.1.23. “Secretary” means the Secretary of the United States Department of Health and Human Services or his or her designee.

H.20.1.24. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

H.20.1.25. “Security Official” shall mean the 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.20.1.26. “Security Officer” means the 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

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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.20.1.27. “Security Rule” means the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.

H.20.1.28. “Technical Safeguards” means the technology and the policies and procedures for its use that protect electronic protected health information and control access.

H.20.1.29. “Workforce” means 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.20.2. Obligations and Activities of Business Associate

H.20.2.1. The 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.20.2.2. 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.20.2.3. 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.20.2.4. 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 MAA Privacy Officer immediately, but no later than (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.

H.20.2.5. 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

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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.20.2.6. 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 MAA 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 – Medical Assistance Administration 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.20.2.7. 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 MAA 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 – Medical Assistance Administration 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.20.2.8. 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 – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedure, attached hereto as Exhibit C and incorporated by reference.

H.20.2.9. 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

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laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures attached hereto as Exhibit D and incorporated by reference.

H.20.2.10. 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 MAA 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 – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number IV.16 Individual’s Information Rights - attached hereto as Exhibit E and incorporated by reference.

H.20.2.11. 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 MAA 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.20.2.12. 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.20.2.13. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the

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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.20.3. Permitted Uses and Disclosures by the Business Associate

H.20.3.1. 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.20.3.2. 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.20.3.3. 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.20.3.4. 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.20.3.5. 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.20.4. Additional Obligations of the Business Associate

H.20.4.1. 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

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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:

- H.20.4.1.1. Name of the Business Associate of the Covered Entity;
- H.20.4.1.2. Title of the Report/File;
- H.20.4.1.3. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- H.20.4.1.4. Description of the basic content of the Report/File;
- H.20.4.1.5. Format of the Report/File (Electronic or Paper);
- H.20.4.1.6. Physical location of Report/File;
- H.20.4.1.7. 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.20.4.1.8. Supporting documents if the recipient/personal representative has access to the Report/File.

H.20.4.2. Business Associate shall 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.20.4.2.1. 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.20.4.2.2. The Business Associate agrees to ensure that any agents or subcontractors of the Business Associate also agree to implement the appropriate security safeguards.

H.20.4.2.3. The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware,

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including any attempts to access EPHI, whether those attempts were successful or not.

H.20.4.2.4. 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.20.4.2.5. 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.20.4.2.6. This Compliance Clause continues in force for as long as the Business Associate retains any access to the Covered Entity's EPHI.

H.20.5.Sanctions

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. 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. 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 MAA Privacy and Security Officers of the imposition of sanctions.

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H.20.6.Obligations of the Covered Entity

H.20.6.1. 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.20.6.2. 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.20.6.3. 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.20.7.Permissible Requests by Covered Entity

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.20.8.Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

H.20.8.1. 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.20.8.2. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of

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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.20.8.3. 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.20.8.4. 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.20.8.5. 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.20.8.6. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;

H.20.8.7. 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

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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 (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. 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.20.9. Term and Termination

H.20.9.1. Term.

The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and 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.20.9.2. Termination for Cause.

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.20.9.2.1. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the

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Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

H.20.9.2.2. 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.20.9.2.3. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

H.20.9.3. Effect of Termination

H.20.9.3.1. 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.20.9.3.2. 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. Upon determination by the MAA 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.20.10. Miscellaneous

H.20.10.1. Regulatory References.

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.

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H.20.10.2. Amendment.

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. 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 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.20.10.3. Survival.

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 for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.

H.20.10.4. Interpretation.

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.

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. 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.

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H.20.10.5. No Third-Party Beneficiaries

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. 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.20.10.6. Compliance with Applicable Law

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.20.10.7. Governing Law and Forum Selection

This 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. 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. 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.20.10.8. Indemnification

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 (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA

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Compliance Clause; and (b) 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.20.10.9. Injunctive Relief.

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.20.10.10. Assistance in litigation or administrative proceedings

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.20.10.11. Notices

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. Any notice, being addressed 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.

If to the Business Associate, to

If to the Covered Entity, to

Medical Assistance Administration
825 North Capitol St., NE Suite 5200
Washington, DC 20002-4210

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Attention: _____

Attention: MAA Privacy Officer

Fax: _____

Fax: 202-442-4790

H.20.10.12. Headings

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

H.20.10.13. Counterparts; Facsimiles

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.20.10.14. Successors and Assigns

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.20.10.15. Severance

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. 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. 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 then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

H.20.10.16. Independent Contractor

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

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H.20.10.17. Entire Agreement

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.

Attachments:

Exhibit A Department of Health – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number IV.14.a) Individual’s Information Rights - Access

Exhibit B Department of Health – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number IV.15.a) Individual’s Information Rights - Amendment

Exhibit C Department of Health – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedures - Identity and Procedure Verification

Exhibit D Department of Health – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures - Logging Disclosures for Accounting

Exhibit E Department of Health – Medical Assistance Administration Privacy Policy Operations Manual, Policy Number IV.16.a) Individual’s Information Rights - Disclosure Accounting

H.21. FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant

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

H.22. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.23. KEY PERSONNEL

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

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

SECTION I: CONTRACT CLAUSES

I.1. APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2. CONTRACTS THAT CROSS FISCAL YEARS

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

I.3. CONFIDENTIALITY OF INFORMATION

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

I.4. TIME

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

I.5. RIGHTS IN DATA

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

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

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

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

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

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

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

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

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

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

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

I.5.7.1. RESTRICTED RIGHTS LEGEND

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

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

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

I.5.9. Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

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I.5.10. For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if

Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

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

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

I.6. OTHER CONTRACTS

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

I.7. SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve

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prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8. INSURANCE

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

I.8.1.1. Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.1.2. Automobile Liability Insurance, \$1,000,000 limits per occurrence combined single limit.

I.8.1.3. Worker's Compensation Insurance, according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.1.4. Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

I.9. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

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I.10. ORDER OF PRECEDENCE

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

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

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

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

The Procurement is premised on the District's receipt of Medicaid Transformation Grant funding from CMS. Any changes, modifications or cancellations made to the District's level of funding will result in changes to, modifications of, or cancellation of the procurement, or the resulting contract. This contract will automatically terminate in the event the Medicaid Transformation Grant award to the District is terminated.

I.12. CONTINUITY OF SERVICES

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

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

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

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

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

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I.12.2.2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.12.3. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.12.4. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.12.5. Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.13. CANCELLATION CEILING

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

I.14. PRE-AWARD APPROVAL

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

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

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SECTION J: LIST OF ATTACHMENTS

J.1. ATTACHMENT

- J.1.1. Wage Determination No. 2005-2103 Rev. No 6, dated May29, 2008
- J.1.2. Living Wage Act Fact Sheet and Notice
- J.1.3. Past Performance Evaluation Form
- J.1.4. Patient Hub Graphic
- J.1.5. Business Associate Agreement Attachments

J.2. INCORPORATED ATTACHMENTS

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

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

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. AUTHORIZED NEGOTIATORS

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

K.2. TYPE OF BUSINESS ORGANIZATION

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

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

K.2.1.2. an individual

K.2.1.3. a partnership

K.2.1.4. a nonprofit organization

K.2.1.5. a joint venture

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

K.2.2.1. an individual

K.2.2.2. a joint venture

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

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

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

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

Offeror _____

Date _____

Name _____

Title _____

Signature _____

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

K.4. BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5. DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

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

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

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

K.6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

K.6.1.1.1. those prices

K.6.1.1.2. the intention to submit a contract, or

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

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

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

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

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

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

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

K.6.2.2.1. As an authorized agent, does certify that the principals named in Section K.6.2.2 above have not participated,

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and will not participate, in any action contrary to Section K.6.1 above; and

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

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

K.7. TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. CONTRACT AWARD

L.1.1. Most Advantageous to the District

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

L.1.2. Initial Offers

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

L.2. GENERAL PROPOSAL SUBMISSION REQUIREMENTS

L.2.1. Offerors shall provide one (1) original, nine (9) hardcopies, and ten (10) electronic copies of the written proposal. The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical and Volume II Cost and Price. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked:

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

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

- L.2.2.1. Typewritten (8.5" by 11" bond paper);
- L.2.2.2. Single spaced;
- L.2.2.3. One (1) sided;
- L.2.2.4. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- L.2.2.5. One (1)-inch (or greater) margins;

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- L.2.2.6. Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;
- L.2.2.7. Technical Proposal narratives shall not exceed two hundred (200) pages. The Cost and Price Proposal narratives shall not exceed twenty-five (25) pages. Each proposal shall be submitted in two (2) separate volumes;
- L.2.2.8. Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and
- L.2.2.9. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

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

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

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

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L.2.6. The information requested in Section L.3 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.3 in a logical order consistent with the RFP, providing reference to the requirement being addressed.

L.2.7. Proposal Information Submission

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

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

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

L.2.7.1.3. Services the Offeror proposes to provide in the District in response to the required services including relevant draft policies, procedures, protocols, and manuals; and

L.2.7.1.4. When relevant, the qualifications, training, education, years of experience, and capability of Offeror's Key Personnel to perform the required services.

L.3. PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1. Volume I - Technical Proposal Content Instructions

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

L.3.1.1. Technical Capability

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

L.3.1.1.1. Category

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L.3.1.1.1.1. Technical Narratives:

The Offeror shall provide the following narratives:

- L.3.1.1.1.1.1. Describe Offeror's proposed solution of the technical and operational design and implementation of an initial, scalable central, shared Patient Data Hub (The Hub) service (as described in the MITA Framework 2.0 as a MITA Hub) with Master Patient Index (MPI), data repository and data and analytical capabilities that allows numerous complex IT systems developed and maintained by separate entities to interoperate and cooperate through a patient-centric driven system
- L.3.1.1.1.1.2. Describe how Offeror shall integrate an effective and efficient methodology for the technical and operational design and implementation of interfaces from the Source systems, and the capability for additional interfaces and additional systems/providers/entities, to the the Hub including metadata and data conversion and record locator mechanisms. This description include the option of easy expansion of initial sources to a much wider set of health care providers at later funded stages of the project.
- L.3.1.1.1.1.3. Describe the design of the Hub and how its platform will reside in a District owned or operated/managed facility, record locator capability and interfaces based on the methodology above.
- L.3.1.1.1.1.4. Describe the definition of storage of data, including hub data schema, transformation schemas (including dynamic transformations on request based on the record locator

mechanism) and physical data repository.

- L.3.1.1.1.1.5. Describe Offeror's capability for Data Matching and reconciliation components of the Hub, including but not limited to metadata and content/data reconciliation.
- L.3.1.1.1.1.6. Describe how Offeror shall audit all data transfer and data access activities of the Hub
- L.3.1.1.1.1.7. Describe how Offeror shall include user access control, authentication and authorization, user interface and web-service interface capability, including an operational data view with data tied to individual/specific patients, reporting based on various criteria that includes lists of multiple patients, and analytical/statistical reporting that does not include individually identifying information
- L.3.1.1.1.1.8. Describe how Offeror shall provide legal support, policy support, operational project management and user management support for the entire design, development and operation, including in the organizational and IT/software areas for all activities necessary for users accessing the system and for organizations joining the process prior to them using the Hub.
- L.3.1.1.1.1.9. Describe how Offeror shall provide the hardware and software acquisition for the District.
- L.3.1.1.1.1.10. Describe a solution that allows users to access the web-based rules based query engine to query and display results from the various data sources identified throughout this document

and governed by end user credentials, rights and privileges

- L.3.1.1.1.11. Describe in detail the solution process and support activities (including release schedules, communication, training, etc.).
- L.3.1.1.1.12. Describe in detail any components of the solution certified through The Certification Commission for Healthcare Information Technology (CCHIT).
- L.3.1.1.1.13. Describe in detail how the technical architecture enables integration of third party software to include, but not be limited to, practice management systems, governmental agency systems, private payer systems, etc.
- L.3.1.1.1.14. Describe in detail any current third party connectivity/integration with the solution (e.g., formulary and prescribing services, practice management systems, decision support providers, laboratory systems and other functional components).
- L.3.1.1.1.15. Describe any future plans for strategic partnerships that involve the Offeror's solution.
- L.3.1.1.1.16. Describe how the proposed solution for the technical and operational design and implementation of interfaces complies with the Health Insurance Portability and Accountability Act (HIPAA) Security Rule requirements (45 C.F.R. Parts 160, 162 and 164), Medicaid privacy and security and other federal/District privacy and security legal and regulatory requirements.
- L.3.1.1.1.17. Describe specific technical safeguards that include but are not limited to,

access controls; integrity controls and encryption and audit.

L.3.1.1.1.2. Technical Attachments

The Offeror shall provide the following attachments:

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

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

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

L.3.1.1.1.2.4. A table that lists software, equipment and detailed specifications for each item that will be provided to the District to successfully implement the

proposed solution. Offeror shall also describe the purpose of each item.

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

L.3.1.1.2.1. Management Reports, Reviews and Approval Process Narratives

The Offeror shall provide the following narratives:

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

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

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

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

L.3.1.1.2.1.1.4. Manpower and time-estimating procedures;

L.3.1.1.2.1.1.5. Internal quality control monitoring to produce deliverables;

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

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

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

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

L.3.1.1.2.2. Management Reports, Reviews and Approval Process Attachments

L.3.1.1.2.2.1. A functional organization chart.

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

L.3.1.1.3. Operations and Services

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

L.3.1.1.3.1. Implementation of Contract Narrative:

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

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

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

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L.3.1.1.3.2. Reporting Requirements Narrative:

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

L.3.1.1.3.3. Operations and Services Required Attachments:

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

L.3.1.1.3.3.2. Any proposed procedures related to the Management Reports, Reviews and Approval Process Narratives defined in Section L.3.1.1.2.

L.3.1.1.4. Financial Functions

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

L.3.1.1.4.1. Narratives

L.3.1.1.4.1.1. Describe Offeror's approach to providing documentation that shall enable the District to perform an adequate assessment of Contractor's financial stability.

L.3.1.1.4.2. Attachments

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

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

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

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

L.3.1.2. Corporate Qualifications

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

L.3.1.2.1. Past Performance

L.3.1.2.1.1. Narratives

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

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

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

L.3.1.2.1.1.4. Describe all existing and potential future relationships with partners who may provide products and services as a part of this response. Differentiate between the role of Contractor's organization and those of Contractor's

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partners, including the responsibilities associated with each partner by product and/or service.

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

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

L.3.1.2.1.2. Past Performance Attachments

L.3.1.2.1.2.1. List of five (5) relevant public sector and business references related to operational HIT systems for the District to contact, including the name, relationship to the Contractor, title, organization, point of contact, and phone number.

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

- | | |
|------------------|--------------------------------|
| L.3.1.2.1.2.2.1. | Name of contracting activity; |
| L.3.1.2.1.2.2.2. | Contract number; |
| L.3.1.2.1.2.2.3. | Contract type; |
| L.3.1.2.1.2.2.4. | Contract duration (or Period); |
| L.3.1.2.1.2.2.5. | Total contract value; |
| L.3.1.2.1.2.2.6. | Type of work performed; |

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- L.3.1.2.1.2.2.7. Name of contracting activity;
- L.3.1.2.1.2.2.8. Contracting Officer Name, Address and Telephone;
- L.3.1.2.1.2.2.9. Program Manager Name, Address and Telephone;
- L.3.1.2.1.2.2.10. A description of any major problems encountered in performing the contract and corrective actions taken; and
- L.3.1.2.1.2.2.11. Whether any of the Subcontractors are LSDBE certified.

L.3.1.2.1.2.3. Provide a list of contracts awarded to the Offeror, active and expired, during the past five (5) years that are similar in size (as determined by contract dollar value) and scope and related services described in Section C. The following information shall be provided for each contract:

- L.3.1.2.1.2.3.1. Name of the contracting organization;
- L.3.1.2.1.2.3.2. Contract Number (for subcontracts, provide the prime contract number and subcontract number);
- L.3.1.2.1.2.3.3. Contract type and total contract value;

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- L.3.1.2.1.2.3.4. Description of requirements;
- L.3.1.2.1.2.3.5. Performance evaluations or related evaluation data;
- L.3.1.2.1.2.3.6. Contracting Officer's name and telephone number; and
- L.3.1.2.1.2.3.7. Program Manager's name and telephone number and alternate contact person name and telephone number.
- L.3.1.2.1.2.3.8. Contractor shall forward the Past Performance Evaluation Form attached in Section J.1.4 to each business reference listed above for completion with instructions to return the completed form to the address identified in Box 8 of the Solicitation, Offer, And Award cover page prior to the closing date established for the solicitation and described in Section L.4.

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

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

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

L.3.1.2.2. Organization and Staffing Required Attachments:

L.3.1.2.2.1. An organizational chart showing:

L.3.1.2.2.1.1. Contractor's staff to provide or contribute to the services to be provided under the contract, including, at a minimum, the Key Personnel described in Section H.23.

L.3.1.2.2.1.2. The organizational chart shall include the staff member's name, if available, and position; and

L.3.1.2.2.1.3. The organizational chart shall depict the reporting lines and accountability among the Contractor's staff and subcontractors as applicable.

L.3.1.2.2.2. An organizational chart showing the organization of key functions within the plan.

L.3.1.2.2.3. List the names and attach the resumes of the Key Personnel listed in Sections H.23. If the position is currently vacant, provide a job description.

L.3.1.2.3. Representations and Certifications

Contractor shall complete the following representations and certifications:

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

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

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

L.3.2. Volume II: Price Proposal

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

L.3.2.1.1. Table of Contents

L.3.2.1.2. Contract Budget and Cost and Price Data

L.3.2.1.3. The Contractor may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.2.4 is met. This pro-forma contract budget will show the "total costs" that the Contractor anticipates incurring in the performance of the contract requirements

L.3.2.1.4. Price Proposal Narrative

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

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

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

L.3.2.1.5. Cost/Price Data and Certification

The Contractor shall complete and provide the Cost/Price Data Certification provided in Attachment J.2.4.

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

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L.4.1. Proposal Submission

Proposals must be submitted by the date indicated on Section A, Page One (1), Block Nine (9) of the RFP. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- L.4.1.1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- L.4.1.2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- L.4.1.3. The proposal is the only proposal received.

L.4.2. Withdrawal or Modification of Proposals

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

L.4.3. Postmarks

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

L.4.4. Late Modifications

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

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L.4.5. Late Proposals

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

L.5. EXPLANATION TO PROSPECTIVE OFFERORS

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

L.6. FAILURE TO SUBMIT OFFER

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

L.7. RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

- L.7.1.1. If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another

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source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

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

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

L.8. PROPOSAL PROTESTS

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

L.9. SIGNING OF OFFERS

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

L.10. RETENTION OF PROPOSALS

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

L.11. PROPOSAL COSTS

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

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

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

L.13. CERTIFICATE OF INSURANCE

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

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

L.14. ACKNOWLEDGEMENT OF AMENDMENTS

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

L.15. BEST AND FINAL OFFER

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

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Offers acceptance period shall be for a period of 90 days from the due date of Best and Final Offers.

L.16. LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

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

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

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

L.17. FAMILIARIZATION WITH CONDITIONS

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

L.18. Standards of Responsibility

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

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

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

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

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

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

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

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

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

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

L.19. PRE-PROPOSAL CONFERENCE

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

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

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received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.20. KEY PERSONNEL

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

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

L.21. PROPOSALS WITH OPTION YEARS

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

SECTION M: EVALUATION FACTORS

M.1. EVALUATION FOR AWARD

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

M.2. TECHNICAL RATING SCALE

The Technical Rating Scale is as follows:

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

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

M.3. EVALUATION STANDARDS

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

M.4. EVALUATION CRITERIA

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

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

M.4.3. Technical Criteria

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

M.4.4. Price Criteria **10**

M.4.4.1. The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other

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proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

M.4.5. Preference Points 12 Points

M.4.6. Total Points 100 Points

M.5. EVALUATION OF OPTION YEARS

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

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

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

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

M.6.1.1. General Preferences

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

- M.6.1.1.1. Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE)

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certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

- M.6.1.1.2. Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.1.3. Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.1.4. Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.1.5. Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.1.1.6. Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.2. Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

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

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- M.6.2.2. Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.2.3. Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.6.2.4. Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.2.5. Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.2.6. Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6.3. Maximum Preference Awarded

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

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M.6.4. Preferences for Certified Joint Ventures

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

M.6.5. Vendor Submission for Preferences

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

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

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

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

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

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

M.6.6. Subcontracting Plan

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

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- M.6.6.1. A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.6.6.2. A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.6.6.3. The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.6.6.4. The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.6.6.5. A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- M.6.6.6. In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.6.7. Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.6.8. List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.6.9. A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.6.7. Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to

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submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.7. EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1. Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2. In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCURMENT**



July 16, 2008

TO: ALL PROSPECTIVE OFFERORS
SUBJECT: Solicitation No. POTO-2008-R-0165
Patient Data Hub

AMENDMENT NO. 3

PROPOSAL DUE DATED CHANGED FROM: July 21, 2008 at 2:00 p.m.
TO: July 28, 2008 at 2:00 p.m.

Clarifications, changes and corrections to subject solicitation are set forth below:

Reference List of Amendments

Page #	Description
2-3	Amend B.3.1 and B.3.2 - CLIN Price Schedule Modifications
6	Amend C.1.2.9 to read: <i>The Contractor shall provide the hardware and software.</i>
12	Amend C.2.4.2 to read: <i>The Hub shall not prohibit linkage with the NCA-RHIO which is currently in the design phase. Contractor shall develop and implement an ongoing process for coordination and feedback with NCA-RHIO.</i>
13	Amend C.3.1.1.4 to read: <i>The Contractor shall provide a separate table listing software and equipment, detailing specifications for each item, in order to successfully implement the proposed program. The purpose of each item must be also provided.</i>
17	Add C.3.2.1.19.4.1: <i>Contractor Key Personnel shall be located in an office in the District and shall hold office hours from 8:00 a.m. to 5:00 p.m. Monday to Friday.</i>
17	Amend C.3.2.1.19.5 to read: <i>communication plan,</i>
17/18 NRFP	Amend C.3.2.1.19.6 to read: <i>knowledge transfer strategy and plan, and</i>
17/18NRFP	Add a section C.3.2.1.19.7 to read: <i>turnover plan</i>
19	Amended C.3.2.2.8.1 to read: <i>Contractor shall document all data</i>

Page #	Description
	<i>definitions, prepare data mappings to show how the data comes into the Hub and interfaces required, develop data editing rules to provide up-front editing and develop rules for exception handling in the event that non-standard data is found or data transfer process cannot be completed because of failure in software, hardware, or network.</i>
20	<i>Amend C.3.2.3.3 to read: Contractor shall provide hardware, software, database, infrastructure systems and relevant policy for operations documentation.</i>
20	<p><i>Amend C.3.2.4 User Manual Tasks Requirements, to read:</i></p> <p><i>Contractor shall develop a draft user manual and online help features to guide end-users step-by-step. The manual must include navigation instructions, menu selections, error messages, and detailed instructions on how to perform system tasks in accordance with Sections C.3.7 and F.5, CLINs 004 and 1001 – User Manual Requirements. This Manual must be approved by MAA and the Contracting Officer Technical Representative (COTR).</i></p> <p><i>Contractor shall develop a final user manual and online help features to guide end-users step-by-step. The final user manual shall be modified to conform to issues and specifications identified through utilization of the draft user manual during training sessions. The manual must include navigation instructions, menu selections, error messages, and detailed instructions on how to perform system tasks in accordance with Section C. 3.7 and CLINs 004 and 1001 – User Manual Requirements. This Final Manual must be approved by MAA and the Contracting Officer Technical Representative (COTR) in accordance with Section F.5, CLINs 004 and 1001 – User Manual Requirement.</i></p>
24	<i>Amend C.3.2.9.1 to read: Populating the data repository with additional MMIS data (i.e., additional historical files and/or additional files) and internal District government data through direct interface between DOH individual systems as well as Safe Passages that is external to Medicaid,</i>
25/26 NRFP	<i>Amend C.3.4.1 to read: The Contractor shall establish reports and ad hoc analysis capabilities to monitor the outcome measures described below in C.3.12.2-C.3.12.6, as well as any other data available within the integrated enterprise system.</i>
26	<i>Amend C.3.6.1 to read: Immediately upon approval of the requirements and the design document, the Contractor shall begin development of the Test Plan, Test Scenarios, and Test Scripts. The Contractor shall consult with the DC Project Management Team as to the test priorities and shall modify the Test Plan as needed to reflect the impact of any Change Orders as they occur. All testing will conform to the OCTO/HSMP standard system testing policies and procedures. At a minimum, testing will</i>

Page #	Description
	<i>include:</i>
27/28 NRFP	<i>Amend C.3.8.1 to read: The Contractor shall be responsible for maintaining the Hub through a transition period to the end of the contract and providing assistance in solving problems, including but not limited to malfunctions in software applications, operating systems and systems hardware, policy and operational parameters, and shall provide assistance to District staff/ Contractors and stakeholders in providing solutions to these problems. All calls received are handled in a timely manner.</i>
28	<i>Amend C.3.9.1 to read: The contractor shall develop and submit a turnover plan to the District for its approval. The District shall approve the turnover plan. The Contractor shall abide by the requirements.</i>
33	<i>Amend numbering C.3.10.3.7 to read C.3.10.3.6.1</i>
33/34NRFP	<i>Amend numbering C.3.10.3.8 – C.3.10.3.9 to read C.3.10.3.7 – C.3.10.3.8</i>
33/34NRFP	<i>Amend numbering C.3.10.3.9 to read C.3.10.3.9</i>
33/34 NRFP	<i>Amend C.3.10.3.9 to read: The Contractor shall provide the hardware and software. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub must be included in the total cost of the proposal.</i>
34	<i>Amend C.3.10.4 to read: All hardware and software required for the development and deployment of the District health information exchange solution will be licensed and owned by the District. The District shall provide any annual maintenance on software and equipment provided by the Contractor to satisfy the awarded solution.</i>
34	<i>Amend C.3.11.3 to read: The record locator service shall allow for all necessary information as determined by the District to be transmitted between the Hub and the Source, including but not limited to physical health, mental health, substance abuse treatment, dental and public health.</i>
35/36 NRFP	<i>Amend C.3.12.3.5 to read: Provide MAA with the ability to improve patient expectations for health care and outcomes by providing the right care at the right time, avoiding diagnostic and care duplication, and speeding up approvals for Medicaid provider reimbursement.</i>
36	<i>Amend numbering of C. 3.2.4.3 to read C.3.12.4.3.</i>
36	<i>Delete C.3.12.4.9 in its entirety.</i>
36	<i>Insert C.3.12.4.9: Unique Identifiers (IDs) and Master Patient Indexes (MPIs) from disparate data sources.</i>

Page #	Description
41	<p>Amend C.3.13.5.3 to read: <i>Contractor shall maintain Key Personnel to carry out essential functions as defined below. The Key Personnel described below are considered to be essential to the work being performed under the Contract. All Key Personnel listed below must be Full Time Equivalent (FTE) personnel located in an office in the District with primary responsibility for the requirements included under the Contract, unless this requirement is waived, in writing, by MAA, at its sole discretion, for specific positions/personnel.</i></p>
41	<p>Amend C.3.13.5.3.1.1 to read: <i>A certified Project Manager (PM) shall hold an external Project Management Professional certification such as PMP.</i></p> <p><i>A certified Project Manager (PM) with a minimum of an undergraduate degree and a minimum of two (2) years experience in project management in a project of similar scope and complexity with experience in electronic health information exchange preferred, who shall have day to day responsibility for supervising the performance and obligations under this Contract as well as receive policy direction from the COTR. The PM shall demonstrate overall understanding of electronic health information exchange, specific technical, training, policy, operations and marketing, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract.</i></p>
45/46 NRFP	Delete C.3.15 in its entirety.
46/49 NRFP	Amend F.4.1 to read: <i>Submission of Deliverables</i>
50/51 NRFP	Amend CLIN numbering of F.5 Deliverables in its entirety.
50/51 NRFP	Amend F.5.2 to read: <i>The due dates refer to Award date and Completion date – dates when contract has been awarded and completed, correspondingly. Completion date is 3/10/2010.</i>
51/53 NRFP	Add to list in 001F a new item h. <i>Turnover Plan</i> [the old item h becomes the new item i.
56	<p>Amend numbering F.5 Deliverables, CLIN 010 to read CLIN 008. Amend F.5 Deliverables, CLIN 010 to read CLIN 008: <i>Contractor shall provide hardware and software as specified in C.3.10.3.9. The total cost of the proposal must include professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub.</i></p>
59/61 NRFP	<p>Insert G.3.1.1 Payment <i>Contractor shall be paid upon delivery and acceptance by the District for each sub-CLIN in CLINs 001, 002, 003, 007, 1001, 1002, 1003 and 1005. The Contractor shall be paid for CLINs 004, 005, 006, 008, 1004 and</i></p>

Page #	Description
	<i>1006 upon delivery and acceptance of the CLIN by the District.</i>
66/67 NRFP	Amend numbering of H.1.3.1 (second instance of) to read: H.1.4.1
70/71 NRFP	Amend numbering of H.6.2.1 to read: H.6.1.1
70/71 NRFP	Amend numbering of H.6.2.2 to read: H.6.1.2
70/71 NRFP	Amend numbering of H.6.2.3 to read: H.6.1.3
79/80 NRFP	Amend H.20 with insertion of complete HIPAA Compliance – Business Associate Agreement
89/106 NRFP	Amend I.11 to read: <i>Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.</i> <i>The Procurement is premised on the District’s receipt of Medicaid Transformation Grant funding from CMS. Any changes, modifications or cancellations made to the District’s level of funding will result in changes to, modifications of, or cancellation of the procurement, or the resulting contract. This contract will automatically terminate in the event the Medicaid Transformation Grant award to the District is terminated.</i>
99/115 NRFP	Amend numbering of L.2.7.12 (second instance of) to read: L.2.7.1.3
99/115 NRFP	Amend numbering of L.2.7.1.3 to read: L.2.7.1.4
101/117 NRFP	Remove L.3.1.1.1.1.10 in its entirety.
101-102/117-118 NRFP	Amend numbering L.3.1.1.1.1.11 - L.3.1.1.1.1.18 to read L.3.1.1.1.1.10 - L.3.1.1.1.1.17.
103/119 NRFP	Amend Section L.3.1.1.1.2.4 to read: <i>A table that lists software, equipment and detailed specifications for each item that will be provided to the District to successfully implement the proposed solution. Offeror shall also describe the purpose of each item.</i>
105/122 NRFP	Amend L.3.1.1.3.3.2 to read: <i>Any proposed procedures related to the Management Reports, Reviews and Approval Process Narratives defined in Section L.3.1.1.2.</i>
105/122 NRFP	Amend L.3.1.1.4.1.1 to read: <i>Describe Offeror’s approach to providing documentation that shall enable the District to perform an adequate assessment of Contractor’s financial stability.</i>
108/126 NRFP	Amend L.3.1.2.1.2.3.8 to read: <i>Contractor shall forward the Past Performance Evaluation Form attached in Section J.1.4 to each business reference listed above for completion with instructions to return the completed form to the address identified in Box 8 of the Solicitation, Offer, And Award cover page prior to the closing date established for the solicitation and described in Section L.4.</i>
109/127 NRFP	Amend numbering of entire Section of L.3.1.2.2.2 Organization and Staffing Required Attachments to read L.3.1.2.2

Page #	Description
109/128 NRFP	Delete in its entirety L.3.2.1.4.1.
110/128 NRFP	Amend L.3.2.1.4.1 to read: <i>Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.1.2;</i>
114/132 NRFP	Amend L.14 to read: <i>The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.</i>
123-124/141-142 NRFP	Amend numbering of entire Section M.6.7 to read M.6.6
124/142 NRFP	Amend numbering of M.6.8 to read M.6.7

Only one (1) copy of this amendment is being sent to offerors. Sign and attach a copy of the amendment to each copy of your proposal submitted to the District, and return to the address listed above. In the event your proposal has been previously deposited, submit this amendment by sealed envelope, identified on the outside by solicitation number and proposal closing date.

This amendment, together with your proposal, must be received in this office prior to the time set for receipt of proposals.

Revisions or price changes occasioned by this amendment must be received in this office prior to the submission date set for receipt of proposals.

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT MAY BE CAUSE FOR REJECTION OF YOUR OFFER.

Annie R. Watkins
Contracting Officer

This amendment is acknowledged and is considered a part of the offer.

Signature of Authorized Representative

Title

Name of Firm

Date

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2103

Shirley F. Ebbesen Division of | Revision No.: 6
Director Wage Determinations | Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29

01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70

11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91

13047 - Librarian	28.00	
13050 - Library Aide/Clerk	13.77	
13054 - Library Information Technology Systems Administrator		25.29
13058 - Library Technician	19.05	
13061 - Media Specialist I	17.03	
13062 - Media Specialist II	19.05	
13063 - Media Specialist III	21.24	
13071 - Photographer I	14.67	
13072 - Photographer II	17.18	
13073 - Photographer III	21.52	
13074 - Photographer IV	26.05	
13075 - Photographer V	29.15	
13110 - Video Teleconference Technician		17.59
14000 - Information Technology Occupations		
14041 - Computer Operator I	17.78	
14042 - Computer Operator II	19.88	
14043 - Computer Operator III	22.17	
14044 - Computer Operator IV	24.64	
14045 - Computer Operator V	27.28	
14071 - Computer Programmer I (1)	23.12	
14072 - Computer Programmer II (1)		
14073 - Computer Programmer III (1)		
14074 - Computer Programmer IV (1)		
14101 - Computer Systems Analyst I (1)		
14102 - Computer Systems Analyst II (1)		
14103 - Computer Systems Analyst III (1)		
14150 - Peripheral Equipment Operator	17.78	
14160 - Personal Computer Support Technician		24.64
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72	
15030 - Air Crew Training Devices Instructor (Pilot)	50.81	
15050 - Computer Based Training Specialist / Instructor	31.26	
15060 - Educational Technologist	30.88	
15070 - Flight Instructor (Pilot)	50.81	
15080 - Graphic Artist	26.80	
15090 - Technical Instructor	23.87	
15095 - Technical Instructor/Course Developer		29.19
15110 - Test Proctor	19.22	
15120 - Tutor	19.22	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.29	
16030 - Counter Attendant	9.29	
16040 - Dry Cleaner	12.21	
16070 - Finisher, Flatwork, Machine	9.29	
16090 - Presser, Hand	9.29	
16110 - Presser, Machine, Drycleaning	9.29	
16130 - Presser, Machine, Shirts	9.29	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.29
16190 - Sewing Machine Operator	12.79	

16220 - Tailor	13.57	
16250 - Washer, Machine	10.16	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.95
19040 - Tool And Die Maker	23.05	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.90	
21030 - Material Coordinator	21.29	
21040 - Material Expediter	21.29	
21050 - Material Handling Laborer	12.65	
21071 - Order Filler	13.87	
21080 - Production Line Worker (Food Processing)		17.90
21110 - Shipping Packer	14.46	
21130 - Shipping/Receiving Clerk	14.46	
21140 - Store Worker I	10.91	
21150 - Stock Clerk	15.70	
21210 - Tools And Parts Attendant	17.90	
21410 - Warehouse Specialist	17.90	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.68	
23021 - Aircraft Mechanic I	24.46	
23022 - Aircraft Mechanic II	25.68	
23023 - Aircraft Mechanic III	26.97	
23040 - Aircraft Mechanic Helper	16.61	
23050 - Aircraft, Painter	23.42	
23060 - Aircraft Servicer	18.71	
23080 - Aircraft Worker	19.90	
23110 - Appliance Mechanic	20.60	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	24.98	
23130 - Carpenter, Maintenance	20.88	
23140 - Carpet Layer	19.33	
23160 - Electrician, Maintenance	26.56	
23181 - Electronics Technician Maintenance I		22.73
23182 - Electronics Technician Maintenance II		24.13
23183 - Electronics Technician Maintenance III		25.42
23260 - Fabric Worker	18.04	
23290 - Fire Alarm System Mechanic	21.46	
23310 - Fire Extinguisher Repairer	16.50	
23311 - Fuel Distribution System Mechanic	22.81	
23312 - Fuel Distribution System Operator	19.38	
23370 - General Maintenance Worker	21.17	
23380 - Ground Support Equipment Mechanic	24.46	
23381 - Ground Support Equipment Servicer	18.71	
23382 - Ground Support Equipment Worker	19.90	
23391 - Gunsmith I	16.63	
23392 - Gunsmith II	19.33	
23393 - Gunsmith III	21.62	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		

24.37		
23430 - Heavy Equipment Mechanic	21.46	
23440 - Heavy Equipment Operator	21.46	
23460 - Instrument Mechanic	21.62	
23465 - Laboratory/Shelter Mechanic	20.52	
23470 - Laborer	14.27	
23510 - Locksmith	19.76	
23530 - Machinery Maintenance Mechanic	21.77	
23550 - Machinist, Maintenance	21.62	
23580 - Maintenance Trades Helper	15.10	
23591 - Metrology Technician I	21.62	
23592 - Metrology Technician II	22.78	
23593 - Metrology Technician III	23.89	
23640 - Millwright	25.63	
23710 - Office Appliance Repairer	21.63	
23760 - Painter, Maintenance	20.52	
23790 - Pipefitter, Maintenance	23.19	
23810 - Plumber, Maintenance	20.99	
23820 - Pneudraulic Systems Mechanic	21.62	
23850 - Rigger	21.62	
23870 - Scale Mechanic	19.33	
23890 - Sheet-Metal Worker, Maintenance	21.62	
23910 - Small Engine Mechanic	20.05	
23931 - Telecommunications Mechanic I	27.74	
23932 - Telecommunications Mechanic II	29.24	
23950 - Telephone Lineman	26.38	
23960 - Welder, Combination, Maintenance	21.62	
23965 - Well Driller	21.62	
23970 - Woodcraft Worker	21.62	
23980 - Woodworker	16.63	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	11.63	
24580 - Child Care Center Clerk	16.15	
24610 - Chore Aide	10.00	
24620 - Family Readiness And Support Services Coordinator		14.25
24630 - Homemaker	16.75	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	26.10	
25040 - Sewage Plant Operator	20.23	
25070 - Stationary Engineer	26.10	
25190 - Ventilation Equipment Tender	18.37	
25210 - Water Treatment Plant Operator	20.23	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	19.43	
27007 - Baggage Inspector	12.66	
27008 - Corrections Officer	21.30	
27010 - Court Security Officer	23.26	
27030 - Detection Dog Handler	19.43	
27040 - Detention Officer	21.30	
27070 - Firefighter	22.39	

27101 - Guard I	12.66	
27102 - Guard II	19.43	
27131 - Police Officer I	24.58	
27132 - Police Officer II	28.24	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.59	
28042 - Carnival Equipment Repairer	14.63	
28043 - Carnival Equipment Worker	9.24	
28210 - Gate Attendant/Gate Tender	13.01	
28310 - Lifeguard	11.59	
28350 - Park Attendant (Aide)	14.56	
28510 - Recreation Aide/Health Facility Attendant		10.62
28515 - Recreation Specialist	18.04	
28630 - Sports Official	11.59	
28690 - Swimming Pool Operator	18.21	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.60	
29020 - Hatch Tender	22.60	
29030 - Line Handler	22.60	
29041 - Stevedore I	20.82	
29042 - Stevedore II	23.68	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)		36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)		25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)		27.54
30021 - Archeological Technician I	17.82	
30022 - Archeological Technician II	19.87	
30023 - Archeological Technician III	25.95	
30030 - Cartographic Technician	25.95	
30040 - Civil Engineering Technician	23.78	
30061 - Drafter/CAD Operator I	18.72	
30062 - Drafter/CAD Operator II	20.94	
30063 - Drafter/CAD Operator III	24.60	
30064 - Drafter/CAD Operator IV	30.26	
30081 - Engineering Technician I	20.95	
30082 - Engineering Technician II	23.53	
30083 - Engineering Technician III	26.31	
30084 - Engineering Technician IV	32.61	
30085 - Engineering Technician V	39.88	
30086 - Engineering Technician VI	48.25	
30090 - Environmental Technician	23.50	
30210 - Laboratory Technician	22.36	
30240 - Mathematical Technician	28.94	
30361 - Paralegal/Legal Assistant I	20.71	
30362 - Paralegal/Legal Assistant II	25.69	
30363 - Paralegal/Legal Assistant III	31.38	
30364 - Paralegal/Legal Assistant IV	37.97	
30390 - Photo-Optics Technician	27.33	
30461 - Technical Writer I	21.27	
30462 - Technical Writer II	25.98	

30463 - Technical Writer III	31.44	
30491 - Unexploded Ordnance (UXO) Technician I		23.05
30492 - Unexploded Ordnance (UXO) Technician II		27.89
30493 - Unexploded Ordnance (UXO) Technician III		33.43
30494 - Unexploded (UXO) Safety Escort	23.05	
30495 - Unexploded (UXO) Sweep Personnel	23.05	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35	
30621 - Weather Observer, Senior (2)	26.38	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	12.50	
31030 - Bus Driver	18.19	
31043 - Driver Courier	12.71	
31260 - Parking and Lot Attendant	9.53	
31290 - Shuttle Bus Driver	14.69	
31310 - Taxi Driver	13.98	
31361 - Truckdriver, Light	14.69	
31362 - Truckdriver, Medium	17.18	
31363 - Truckdriver, Heavy	18.42	
31364 - Truckdriver, Tractor-Trailer	18.42	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.03	
99050 - Desk Clerk	11.11	
99095 - Embalmer	23.05	
99251 - Laboratory Animal Caretaker I	10.47	
99252 - Laboratory Animal Caretaker II	11.73	
99310 - Mortician	29.98	
99410 - Pest Controller	15.13	
99510 - Photofinishing Worker	11.59	
99710 - Recycling Laborer	16.51	
99711 - Recycling Specialist	20.27	
99730 - Refuse Collector	14.64	
99810 - Sales Clerk	11.87	
99820 - School Crossing Guard	12.51	
99830 - Survey Party Chief	21.61	
99831 - Surveying Aide	13.43	
99832 - Surveying Technician	20.54	
99840 - Vending Machine Attendant	13.68	
99841 - Vending Machine Repairer	17.76	
99842 - Vending Machine Repairer Helper	13.68	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration

PRIVACY POLICY OPERATIONS MANUAL

POLICY NUMBER: IV.15.a)

SECTION TITLE: IV. INDIVIDUAL'S INFORMATION RIGHTS

CHAPTER: 15. Amendment

POLICY TITLE: a. Right to Amend; Bases for Denying an Amendment Request

EFFECTIVE DATE: April 14, 2003

LAST REVISION: March 19, 2007

PURPOSE: The purpose of this policy is to document the process for an individual to amend his or her protected health information ("PHI"), and to document when an amendment request must be denied.

APPLICABILITY: This policy and its related procedures apply to the workforce of MAA.

AUTHORITY: 45 C.F.R. § 164.526

DEFINITION(S): *"Designated record set"* means:

A group of records maintained by or for MAA, that is:

- a. The medical records and billing records about recipients 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.

"Record" means:

- a. Any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for MAA.

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POLICY:

MAA may decline to amend an individual's PHI if:

1. MAA did not create the information (unless the individual provides a reasonable basis to believe the originator is no longer available to act on the request).
2. The information to be amended is not part of a designated record set maintained by MAA or by a business associate on behalf of MAA.
3. The information is accurate and complete.
4. The information to be amended may be withheld from the right of access as follows:
 - a. Denial of Access without Right of Review. MAA may deny access to, and a copy of, the following information, without providing an individual the opportunity for review of the denial:
 - 1) Information compiled in reasonable anticipation of or for use in civil, criminal or administrative action or proceeding.
 - 2) PHI obtained in confidence from a source, other than a health care provider, if access is reasonably likely to reveal the source.
 - 3) PHI that may be withheld from the individual under the Clinical Laboratory Improvements Amendments of 1988 (42 U.S.C. § 263a).
 - 4) Psychotherapy notes.
 - 5) PHI compiled by a health care provider in the course of continuing research including treatment, provided the individual agreed to waive access when consenting to participate in the research and access will be reinstated when the research is completed.
 - 6) PHI contained in records that may be withheld from the individual under the Federal Privacy Act (5 U.S.C. § 552a).

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- b. Denial of Copies to Inmates. When acting under the direction of a correctional institution, MAA may, without providing opportunity for review, deny an inmate copies, but not inspection, of the inmate's PHI when furnishing copies would jeopardize health, safety, security, custody, or rehabilitation of the inmate or other inmates, or the safety of any officer, employee or other person at the correctional institution or responsible for transporting the inmate.
 - c. Denial of Access to Dangerous Information. MAA may deny access, subject to providing the individual an opportunity for independent review, to PHI that a licensed health care professional, in exercise of professional judgment, determines is reasonably likely to:
 - 1) Endanger the life or physical safety of the individual or another person; or
 - 2) Cause substantial harm to a person, not a health care provider, who is referenced in the PHI; or
 - 3) Cause substantial harm to an individual or another person, if a personal representative's access request were granted.
5. MAA may require individuals to make requests for amendment in writing and to provide a reason to support a requested amendment, provided that the MAA Privacy Officer informs individuals in advance of such requirements. If the amendment is to mental health information, the individual may submit a proposed written amendment of reasonable length. Any PHI that is in the process of the amendment request will not be available for inspection under the policy "Right to Inspect and Copy".

RESPONSIBILITY: The MAA Privacy Office has the responsibility to implement this policy.

PROCEDURE: Only the MAA Privacy Officer or designee may grant or deny an amendment request. MAA must not tell the individual that the request will or will not be granted.

AMENDMENT REQUESTS will be processed as follows:

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1. MAIL AMENDMENT REQUEST:
 - a. Date and time-stamp the letter in the top right-hand corner of the document;
 - b. Print full name and sign full name below the date and time-stamp;
 - c. Copy the letter and place in the MAA PRIVACY AMENDMENT REQUEST file;
 - d. Immediately fax the letter to the MAA Privacy Officer; and
 - e. Send the original letter in a sealed envelope via inter-office mail or courier to the MAA Privacy Officer.

E-MAIL AMENDMENT REQUEST. Immediately forward the letter to the MAA Privacy Officer; on the Subject Line of the e-mail, input "HIPAA AMENDMENT REQUEST."

TELEPHONE AMENDMENT REQUEST (do not state that the PHI requested will or will not be made available):

- a. See Section VII.25-Identity and Authority Verification, to verify the identity of the caller; and
- b. Offer to mail FORM 39 - AMENDMENT REQUEST to the requestor. Advise the requestor to sign FORM 39.

FACE-TO-FACE AMENDMENT REQUEST submitted Face-to-Face (do not state that the PHI requested will or will not be made available):

- a. See Section VII.25-Identity and Authority Verification, to verify the identity of the requestor;
 - b. Date and time-stamp FORM 39, Page 1-Amendment Request;
 - c. Ensure the text of the FORM 39, Page 1, is legible. If illegible, re-write the AMENDMENT REQUEST and obtain the signature of the requestor;
 - d. Provide a copy FORM 39, Page 1, to the requestor;
 - e. Place a copy of FORM 39, Page 1, in the MAA PRIVACY AMENDMENT REQUEST file; and
 - f. Immediately send the original of FORM 39, Page 1, in a sealed envelope via inter-office mail or courier to the MAA Privacy Officer.
2. The MAA Privacy Officer will provide a written response to the requestor regarding the status of the AMENDMENT REQUEST:

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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- a. Within 60 days of the “DATE AMENDMENT REQUEST RECEIVED” documented in the INDIVIDUAL RIGHTS MANAGER MODULE of the HIPAA Compliance Management System™.
 - b. MAA may take one 30-day extension of the original “DATE AMENDMENT REQUEST RECEIVED” date.
3. The INDIVIDUAL RIGHTS HANDLER will log the AMENDMENT REQUEST into the INDIVIDUAL RIGHTS MANAGER MODULE of the HIPAA Compliance Management System™.
 4. The INDIVIDUAL RIGHTS HANDLER will add a note in the INDIVIDUAL RIGHTS MANAGER MODULE to identify the medium of receipt of the AMENDMENT REQUEST. The references will be input as: **Topic: Medium, Text: “Mail”; “E-mail”; “Telephone”; “Face-to-Face.”**
 5. The INDIVIDUAL RIGHTS HANDLER will ASSIGN the AMENDMENT REQUEST to the MAA Privacy Officer to **ACCEPT** or **DENY**. An e-mail will be transmitted to the MAA Privacy Officer that an AMENDMENT REQUEST requires processing.
 6. The MAA Privacy Officer will **ACCEPT** or **DENY** the AMENDMENT REQUEST. The MAA Privacy Officer will complete FORM 39, Section A-C of **Page 2- Amendment Request Processing**.
 7. **ACCEPT AMENDMENT REQUEST.**
 - c. The MAA Privacy Officer will immediately send of FORM 39, Page 3-Grant of Amendment to Records, via ground mail, email, or facsimile to the requestor. If FORM 39, Page 3 is delivered via email or facsimile, the MAA Privacy Office will send the original of **Page 3** via ground mail to the requestor.
 - d. The MAA Privacy Office will immediately send FORM 39, Page 4, NOTIFICATION TO AMEND RECORDS, to affected:
 - 1) Business Unit Chiefs of MAA;
 - 2) District of Columbia agencies; and
 - 3) Business Associates of MAA.

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- c. The MAA Privacy Officer will “CLOSE” the AMENDMENT REQUEST in the INDIVIDUAL RIGHTS (“IR”) MANAGER MODULE.

Note: MAA must make the appropriate amendment to the PHI or record that it is the subject of the request for amendment by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or in the case of electronic records otherwise providing a link to the location of the amendment.

8. DENY AMENDMENT REQUEST

- a. The MAA Privacy Officer will **DENY** the AMENDMENT REQUEST in the INDIVIDUAL RIGHTS MANAGER MODULE and will complete the “Deny IR Request” page.
 - b. The MAA Privacy Officer will “CLOSE” the AMENDMENT REQUEST in the INDIVIDUAL RIGHTS MANAGER MODULE.
 - c. The MAA Privacy Officer will complete FORM 39, Page 5-Denial of Amendment to Records, and will send FORM 39, Page 5 to the requestor.
 - d. The MAA Privacy Officer will complete FORM 39, Page 6-Notification of Record Amendment Denial, and will send FORM 39, Page 6 to each Business Unit of MAA and to the applicable Business Associates of MAA.
9. MAA must permit the individual to submit a written statement disagreeing with the denial of all or part of a requested amendment and the basis of such disagreement. MAA may reasonably limit the length of a statement of disagreement.
10. The MAA Privacy Officer may prepare a written rebuttal to the individual’s statement of disagreement. Whenever such a rebuttal is prepared, the MAA Privacy Officer must provide a copy to the individual who submitted the statement of disagreement.

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11. MAA must, as appropriate, identify the record or PHI in the designated record set that is the subject of the disputed amendment and append, or in the case of electronic records otherwise provide a link of the individual's request for an amendment, the MAA Privacy Officer's denial of the request, the individual's statement of disagreement, if any, and the MAA Privacy Officer's rebuttal, if any, to the designated record set.

Future disclosures.

(i) If the individual has submitted a statement of disagreement, the MAA Privacy Officer must include the material appended to the disputed PHI, or, at the election of the MAA Privacy Officer, an accurate summary of any such information, with any subsequent disclosure of PHI to which the disagreement relates.

(ii) If the individual has not submitted a written statement of disagreement, the MAA Privacy Officer must include the individual's request for amendment and its denial, or an accurate summary of such information, with any subsequent disclosure of PHI, but *only if* the individual has requested such action.

(iii) When a subsequent disclosure of PHI is made using a "standard transaction" as required by the EDI Transactions and Code Sets Rule that does not permit the additional material to be included with the disclosure, the MAA Privacy Officer may separately transmit the material (i.e., a statement of disagreement, if any, and, rebuttal, if any) as applicable, to the recipient of the standard transaction.

12. The MAA Privacy Officer will retain copies of all documentation related to the AMENDMENT REQUEST for 10 years.

EXHIBIT(S): FORM 39-Amendment Request

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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PRIVACY POLICY OPERATIONS MANUAL

APPROVALS:

DEPARTMENT OF HEALTH

Name: Gregg A. Pane, M.D. Date _____
Title: Director

MEDICAL ASSISTANCE ADMINISTRATION

Name: Robert T. Maruca Date _____
Title: Senior Deputy Director

POLICY CONTACT:

Name: LaRah D. Payne, Sc.D. Phone: (202) 442-9116
Title: Sr. Policy Analyst/MAA Privacy Officer E-mail: LaRah.Payne@dc.gov

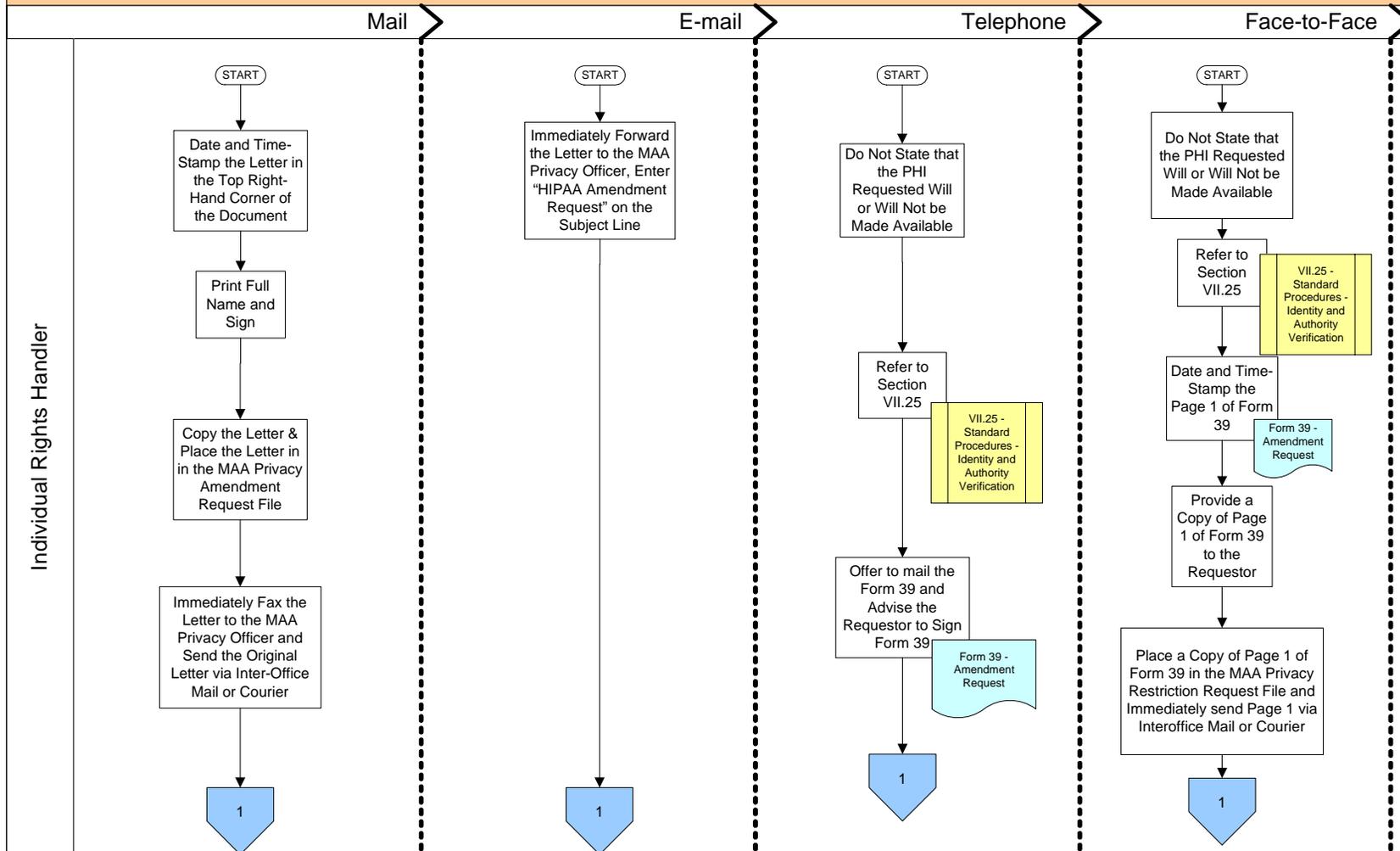
APPROVED FOR LEGAL SUFFICIENCY

Phillip L. Husband, Esq. Date _____
Assistant Attorney General
Department of Health

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration

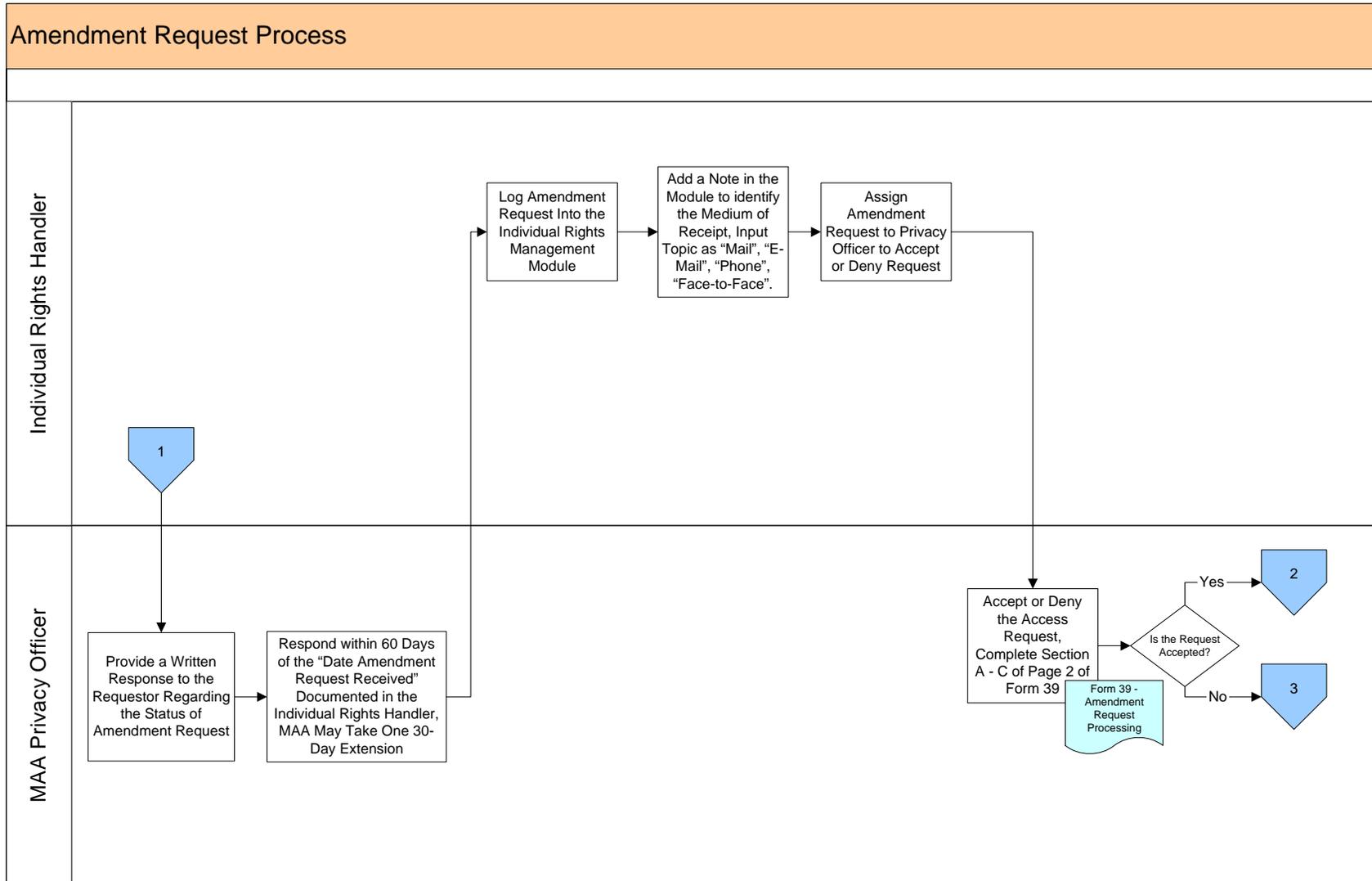
PRIVACY POLICY OPERATIONS MANUAL

Policy IV.15.a Chapter 15: Procedure for Right to Amend; Bases for Denying an Amendment Request



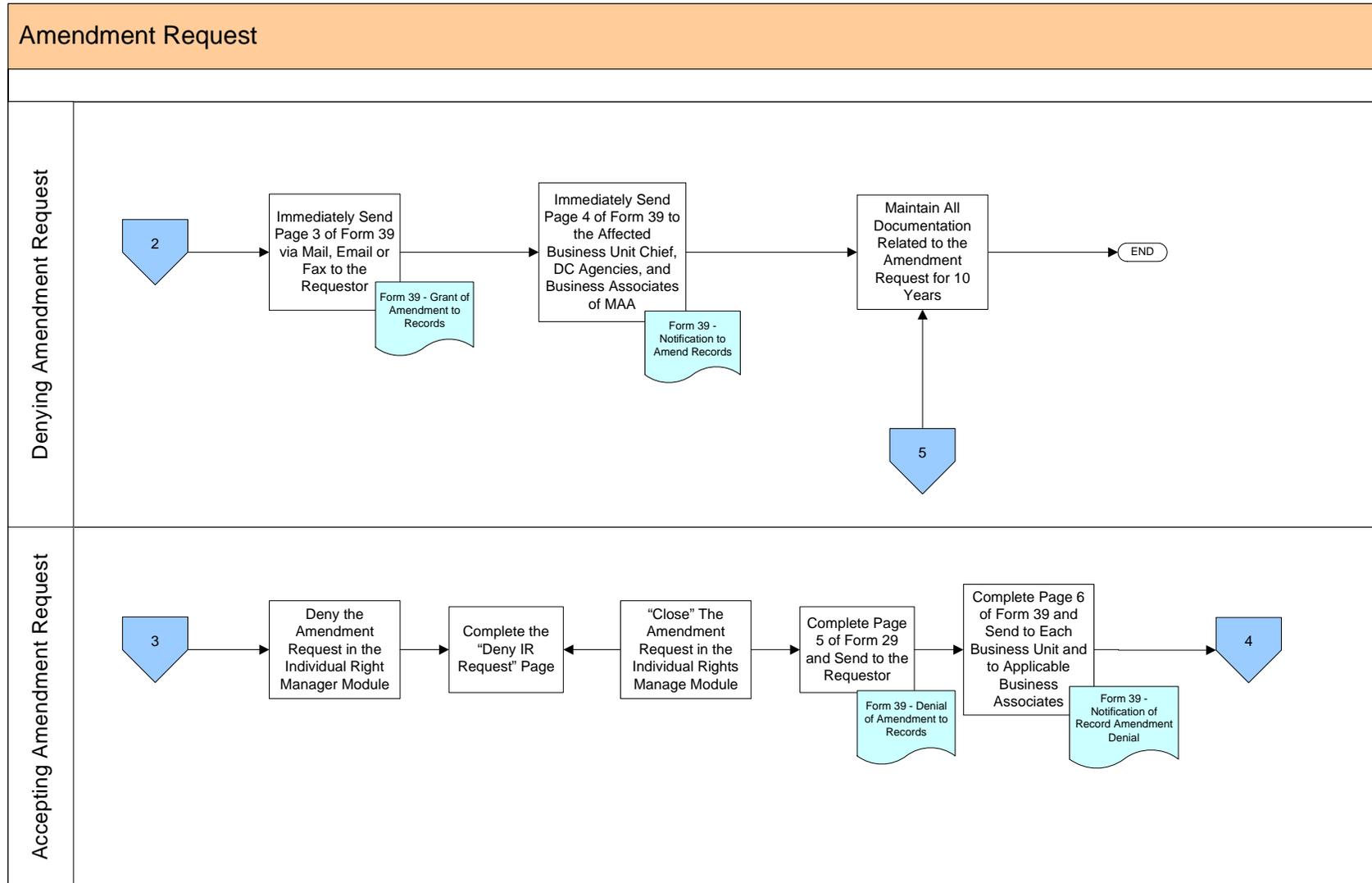
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PRIVACY POLICY OPERATIONS MANUAL



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration

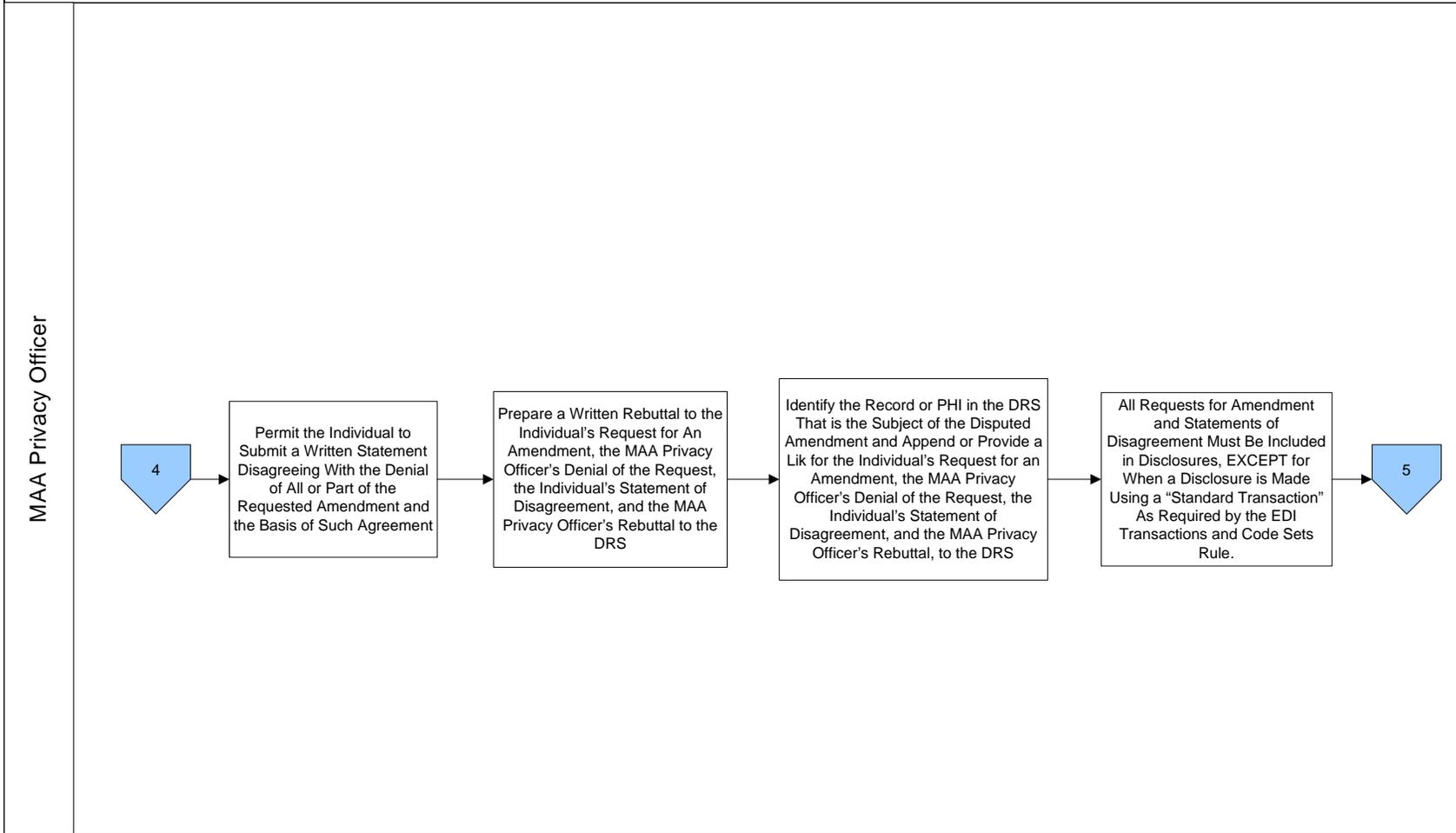
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PRIVACY POLICY OPERATIONS MANUAL

Denying Amendment Request



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PRIVACY POLICY OPERATIONS MANUAL
AMENDMENT REQUEST
(Internal Form 39 Page 1 of 6)

Purpose: This form is used for an individual's request to amend PHI in designated record sets that we maintain or that our business associates maintain for us.

SECTION A: Individual requesting records amendment.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Medicaid Number: _____ Social Security Number: _____

TO THE INDIVIDUAL: Please read the following and complete the information requested.

You have the right to request us to amend your PHI in our designated record sets. MAA may decline your request if the information is not part of our designated record sets, MAA did not create the information, MAA believes the information is complete and accurate, and for certain other reasons. To exercise your right to request amendment, please complete Section B.

SECTION B: PHI to be amended.

Please specify the records you wish to amend and the amendment you wish to make: _____

Please state the reason for the amendment: _____

Please list the name and address of each person who you want us to notify of the amendment, should we agree to make the amendment you request. You must provide us with a signed authorization for us to notify these persons. We can supply you with the appropriate authorization form.

INDIVIDUAL'S SIGNATURE.

_____ Date: _____

If this request is by a personal representative on behalf of the individual, complete the following:

Personal Representative's Name: _____

Relationship to Individual: _____

YOU ARE ENTITLED TO A COPY OF THIS REQUEST.

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AMENDMENT REQUEST PROCESSING

(Internal Form 39 - Page 2 of 6)

SECTION A: Notice to amend record—to be completed by Privacy Officer.

On ___/___/___, we received notice from the following covered entity to amend records (attach the notice):

The records to be amended are: _____

On ___/___/___, the Privacy Officer notified the following departments and business associates to amend our designated record sets in accordance with the amendment notice received from the covered entity:

SECTION B: Individual's amendment request.

We must respond to an individual's amendment request within 60 days.

Date amendment request received: ___/___/___

Date transmitted to Privacy Officer: ___/___/___

Extension of response date: We may take one 30 day extension of our response date by notifying the requester within the original 60 day response period of the reason for the extension and the date on which we will provide our response.

Extension notice sent on: ___/___/___

Response date promised in extension notice: ___/___/___

Reason given for extension: _____

SECTION C: Response to individual's amendment request.

- Amendment denied on ___/___/___ by transmittal of Denial of Amendment to Records to the individual.
- Individual requested on ___/___/___ that the amendment request and our denial be included in future disclosures of the record. Notify departments and business associates listed below to append or link the amendment request and our denial, and any accurate summary of them that the Privacy Officer prepared, to the record for inclusion with future disclosures.
- Individual submitted written disagreement on ___/___/___ . Attach written disagreement and notify departments and business associates listed below to append or link the written disagreement, and any accurate summary of it that the Privacy Officer prepared, to the record for inclusion with future disclosures.
- We prepared rebuttal to individual's written disagreement and sent it to the individual on ___/___/___ . Attach rebuttal and notify departments and business associates listed below to append or link the rebuttal, and any accurate summary that the Privacy Officer prepared of the individual's written disagreement and the rebuttal, to the record for inclusion with future disclosures.
- Individual lodged a complaint on ___/___/___ . Use FORM 53-Complaint to record the nature of the complaint and its disposition.
- Amendment granted on ___/___/___ by transmittal of Grant of Amendment to Records to the individual. Notify departments, business associates, persons that the individual has authorized to receive notice, and others who we know have and may rely on the unamended records to the individual's detriment, as listed below, to amend the records.

Departments, business associates and others to be notified of the grant or denial of the request to amend:

SIGNATURE. I attest that the above information is correct.

Signature: _____

Date: _____

Print name: _____

Title: _____

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PRIVACY POLICY OPERATIONS MANUAL

GRANT OF AMENDMENT TO RECORDS

(Internal Form 39 – Page 3 of 6)

{DATE}

{INDIVIDUAL'S NAME}

{INDIVIDUAL'S ADDRESS}

Dear {INDIVIDUAL}:

The Medical Assistance Administration (“MAA”) is granting the request that we received from you on ___/___/___ to amend your records. MAA has amended its designated record sets to reflect the amendment, and have notified our business associates and others as appropriate of the amendment. MAA has also notified the persons for whom you provided a signed authorization allowing MAA to give notice that your records have been amended.

If you have questions, have others you want notified of the amendment or wish further information, please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE Washington, DC 20002-4210 (telephone 202-42-5988).**

Sincerely,

Medical Assistance Administration

By: _____
Privacy Office

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PRIVACY POLICY OPERATIONS MANUAL

NOTIFICATION TO AMEND RECORDS

(Internal Form 39 - Page 4 of 6)

To: _____

From: PRIVACY OFFICE, MEDICAL ASSISTANCE ADMINISTRATION
825 North Capitol Street, NE
Suite 5200
Washington, D.C. 20002-4210

On ____/____/____, we granted a request from the individual below or received notice from the covered entity below to amend the following records with the information attached to this letter:

We believe you may have these records in a designated record set you maintain for us. If so, please promptly amend the records by appending the attached amendment to them. Please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE Washington, DC 20002-4210 (telephone 202-42-5988)**, should you have questions about the amendment.

Medical Assistance Administration

Privacy Office

Date: _____

Individual requesting or covered entity issuing notice to amend record:

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Medicaid Number: _____ Social Security Number: _____

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PRIVACY POLICY OPERATIONS MANUAL

DENIAL OF AMENDMENT TO RECORDS

(Internal Form 39 – Page 5 of 6)

{DATE}

{INDIVIDUAL'S NAME}

{INDIVIDUAL'S ADDRESS}

Dear {INDIVIDUAL}:

The Medical Assistance Administration (“MAA) is denying the request that we received from you on ___/___/___ to amend your records. The reasons we have determined that your request should be denied are:

- MAA does not have the records you wish to amend in our designated record sets.
- MAA did not create the records you wish to amend, and MAA has no basis to believe that the person or entity that did create the records is no longer available to amend them.
- MAA believes the records you wish to amend are complete and accurate.
- The records you asked to amend are not subject to your right to amend because they are psychotherapy notes, or have been compiled in anticipation of a civil, criminal or administrative proceeding, or may be withheld from you under the Clinical Laboratory Improvement Amendments of 1988 (42 U.S.C. § 263a) or the Privacy Act (5 U.S.C. § 552a), or are otherwise not available for your inspection.

Your options:

1. You may submit a written statement disagreeing with our decision. If you do, MAA will append or link your statement to the records you wanted to amend (if we have those records in our designated record sets) for inclusion in future disclosures of those records. MAA may prepare and send you a rebuttal to your statement. If MAA does, it will append or link our rebuttal to those same records for inclusion in future disclosures of those records. In the alternative, MAA may substitute an accurate summary of your written statement and our rebuttal with future disclosures of those records.
2. Instead of submitting a written statement of disagreement, you may ask that your request to amend the records and this denial be appended or linked to those records to be included with future disclosures. MAA may substitute an accurate summary of your request and this denial with future disclosures.

You may file a complaint about our denial of your amendment request with us or with the United States Department of Health and Human Services. Please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE Washington, DC 20002-4210 (telephone 202-442-5988)**, to learn about the procedure for complaining to MAA or to the Department of Health and Human Services.

If you have questions, wish to discuss the denial, file a complaint or review your options, please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE Washington, DC 20002-4210 (telephone 202-442-5988)**.

Sincerely,

MEDICAL ASSISTANCE ADMINISTRATION

By: _____

Privacy Office

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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PRIVACY POLICY OPERATIONS MANUAL
NOTIFICATION OF RECORD AMENDMENT DENIAL

(Internal Form 39 – Page 6 of 6)

To: _____

From: PRIVACY OFFICE, MEDICAL ASSISTANCE ADMINISTRATION
825 North Capitol Street, NE
Suite 5200
Washington, D.C. 20002-4210

On ___/___/___, the Medical Assistance Administration (“MAA”) denied a request from the individual below to amend the following records:

- The individual’s request to amend these records and the denial of MAA are attached.
- The individual submitted a written statement disagreeing with the denial of MAA. It is attached along with any rebuttal we prepared.
- Attached is an accurate summary of the individual’s request, the denial of MAA, any written statement of disagreement from the individual, and any rebuttal prepared by MAA.

Please append or link these materials to these records in the designated record sets you maintain for us so they may be included as appropriate in future disclosures of these records.

Please contact the Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE Washington, DC 20002-4210 (telephone 202-442-5988), if you have questions.

Privacy Office

Date: _____

Individual Requesting Record Amendment:

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Medicaid Number: _____ Social Security Number: _____

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PRIVACY POLICY OPERATIONS MANUAL

POLICY NUMBER: IV.16.a)

SECTION TITLE: IV. INDIVIDUAL'S INFORMATION RIGHTS

CHAPTER: 16. Disclosure Accounting

POLICY TITLE: a. Right to Disclosure Accounting; Exempt Disclosures; Disclosure Accounting

EFFECTIVE DATE: April 14, 2003

LAST REVISION: March 20, 2007

PURPOSE: The purpose of this policy is to allow an individual the right to receive a written accounting of disclosures of his or her protected health information "(PHI)", and to identify disclosures that are exempt from the accounting.

APPLICABILITY: This policy and its related procedures apply to the workforce of MAA.

AUTHORITY: 45 C.F.R. § 164.528

DEFINITION(S): Not Applicable.

POLICY: MAA will allow an individual to request an accounting of each disclosure that MAA makes of the individual's protected health information for up to 6 years prior to the request. Essentially, MAA is obligated to account for disclosures made without authorization of the individual for research, for public interest or benefit activities, and to the Department of Health and Human Services ("HHS") for compliance review or enforcement. MAA is also obligated to account for any disclosures made that violate the Privacy Rule.

MAA does not have to account for a) disclosures made before April 14, 2003 (the compliance date of the Privacy Rule); b) disclosures made for treatment, payment, or health care operations; c) disclosures made to the individual or the personal representative of an individual; d) disclosures made for notification of or to persons involved in the health care or payment related to that health care or for disaster relief of an individual;

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e) disclosures made pursuant to an authorization; f) disclosures made in a limited data set; g) disclosures made for national security or intelligence purposes; h) disclosures made to correctional institutions or law enforcement officers regarding inmates or individuals in lawful custody; i) disclosures incident to a use or disclosure otherwise permitted or required; and j) disclosures for a facility directory, if applicable, or to persons involved in the individual's care or other notification purposes.

RESPONSIBILITY: The MAA Privacy Office has the responsibility to implement this policy.

PROCEDURE: DISCLOSURE ACCOUNTING REQUESTS will be processed as follows:

1. **MAIL DISCLOSURE ACCOUNTING REQUEST:**
 - a. Date and time-stamp the letter in the top right-hand corner of the document;
 - b. Print full name and sign full name below the date and time- stamp;
 - c. Copy the letter and place in the MAA PRIVACY DISCLOSURE ACCOUNTING REQUEST file;
 - d. Immediately fax the letter to the MAA Privacy Officer; and
 - e. Send the original letter in a sealed envelope via inter-office mail or courier to the MAA Privacy Officer.
2. **E-MAIL DISCLOSURE ACCOUNTING REQUEST.** Immediately forward the letter to the MAA Privacy Officer; on the Subject Line of the e-mail, input "HIPAA DISCLOSURE ACCOUNTING REQUEST."
3. **TELEPHONE DISCLOSURE ACCOUNTING REQUEST:**
 - a. See Section VII.25-Identity and Authority Verification, to verify the identity of the caller; and
 - b. Offer to mail FORM 40 - Disclosure Accounting Request to the requestor. Advise the requestor to sign FORM 40.
4. **FACE-TO-FACE DISCLOSURE ACCOUNTING REQUEST** submitted Face-to-Face (do not state that the PHI requested will or will not be made available):
 - a. See Section VII.25-Identity and Authority Verification, to verify the identity of the requestor;

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- b. Date and time-stamp FORM 40, Page 1-Disclosure Accounting Suspension;
 - c. Ensure the text of FORM 40, Page 1 is legible. If illegible, re-write the DISCLOSURE ACCOUNTING REQUEST and obtain the signature of the requestor;
 - d. Provide a copy of FORM 40, Page 1, to the requestor;
 - e. Place a copy of FORM 40, Page 1, in the MAA PRIVACY DISCLOSURE ACCOUNTING REQUEST file; and
 - f. Immediately send the original FORM 40, Page 1, in a sealed envelope via inter-office mail or courier to the MAA Privacy Officer.
5. The INDIVIDUAL RIGHTS HANDLER will log the DISCLOSURE ACCOUNTING REQUEST into the INDIVIDUAL RIGHTS (“IR”) MANAGER MODULE of the HIPAA Compliance Management System™.
 6. The MAA Privacy Officer will provide a written response to the requestor regarding the status of the DISCLOSURE ACCOUNTING REQUEST within **60 days** of the “DATE DISCLOSURE ACCOUNTING REQUEST RECEIVED” documented in the INDIVIDUAL RIGHTS MANAGER MODULE of the HIPAA Compliance Management System™. MAA may take one **30-day** extension of the original “DATE COMPLAINT RECEIVED” date provided that the individual is notified of the delay.
 7. The INDIVIDUAL RIGHTS HANDLER will add a note in the DISCLOSURE ACCOUNTING MANAGER MODULE to identify the medium of receipt of the DISCLOSURE ACCOUNTING REQUEST. The references will be input as: **Topic: Medium, Text: “Mail”; “E-mail”; “Telephone”; “Face-to-Face.”**
 8. The INDIVIDUAL RIGHTS HANDLER will ASSIGN the DISCLOSURE ACCOUNTING REQUEST to the MAA Privacy Officer to **ACCEPT** or **DENY**. An e-mail will be transmitted to the MAA Privacy Officer that a DISCLOSURE ACCOUNTING REQUEST requires processing. The MAA Privacy Officer will complete FORM 40, Page 2-Disclosure Accounting Request Processing.

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9. The MAA Privacy Officer will **ACCEPT** or **DENY** the DISCLOSURE ACCOUNTING REQUEST.

10. **ACCEPT DISCLOSURE ACCOUNTING REQUEST.**
 - a. The MAA Privacy Officer will immediately send FORM 40, Page 3-Direction to Account for Disclosures, to affected:
 - 1) Business Unit Chiefs of MAA;
 - 2) District of Columbia agencies; and
 - 3) Business Associates of MAA.
 - b. The MAA Privacy Officer will collect the accounting of disclosures from all applicable sources, and will prepare the documentation for the requestor.
 - c. The MAA Privacy Officer will immediately send FORM 40, Page 4- Agreement To Disclosure Accounting Request, via ground mail, e-mail, or facsimile to the requestor. If FORM 40, Page 4 is delivered via e-mail or facsimile, the MAA Privacy Office will send the original of FORM 40, Page 4 via ground mail to the requestor.
 - d. The MAA Privacy Officer will “CLOSE” the DISCLOSURE ACCOUNTING REQUEST in the INDIVIDUAL RIGHTS MANAGER MODULE.

Content of the accounting. When providing an accounting of disclosures to an individual, MAA must provide the individual with a written accounting that complies with the following requirements:

- (i) Except as otherwise provided by paragraphs (ii) or (iii) of this section, the accounting must include for each disclosure:
 - (1) The date of the disclosure;
 - (2) The name of the entity or person who received the PHI and, if known, the address of such entity or person;
 - (3) A brief description of the PHI disclosed; and
 - (4) A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or,

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in lieu of such statement, a copy of a written request for a disclosure as permitted without authorization under the provisions of this Manual, if any.

- (5) The frequency or number of the disclosures made during the accounting period; and
- (6) The date of the last such disclosure during the accounting period.

(ii) **Research Related Accounting of Disclosures.** If, during the period covered by the accounting, MAA made disclosures of PHI for a particular research purpose for 50 or more individuals, the accounting may, with respect to such disclosures, provide:

- (1) The name of the protocol or other research activity;
- (2) A description, in plain language, of the research protocol or other research activity, including the purpose of the research and the criteria for selecting particular records;
- (3) A brief description of the type of PHI that was disclosed;
- (4) The date or period of time during which such disclosures occurred, or may have occurred, including the date of the last such disclosure during the accounting period;
- (5) The name, address, and telephone number of the entity that sponsored the research and of the researcher to whom the information was disclosed; and
- (6) A statement that the PHI of the individual may or may not have been disclosed for a particular protocol or other research activity.

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If MAA provides an accounting for research disclosures, and if it is reasonably likely that the PHI of the individual was disclosed for such research protocol or activity, MAA will, at the request of the individual, assist in contacting the entity that sponsored the research and the researcher.

11. **DENY DISCLOSURE ACCOUNTING REQUEST**
 - a. The MAA Privacy Officer will **DENY** the DISCLOSURE ACCOUNTING REQUEST in the DISCLOSURE ACCOUNTING MANAGER MODULE and will complete the “Deny IR Request” page.
 - b. The INDIVIDUAL RIGHTS HANDLER will add a note in the DISCLOSURE ACCOUNTING MANAGER MODULE to identify the reason(s) for the denial of the DISCLOSURE ACCOUNTING REQUEST.
 - c. The MAA Privacy Officer will “CLOSE” the DISCLOSURE ACCOUNTING REQUEST.

12. The MAA Privacy Officer will retain copies of all documentation related to the DISCLOSURE ACCOUNTING REQUEST for 10 years.

EXHIBIT(S): FORM 40-Disclosure Accounting Request

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PRIVACY POLICY OPERATIONS MANUAL

APPROVALS:

DEPARTMENT OF HEALTH

Name: Gregg A. Pane, M.D. Date _____
Title: Director

MEDICAL ASSISTANCE ADMINISTRATION

Name: Robert T. Maruca Date _____
Title: Senior Deputy Director

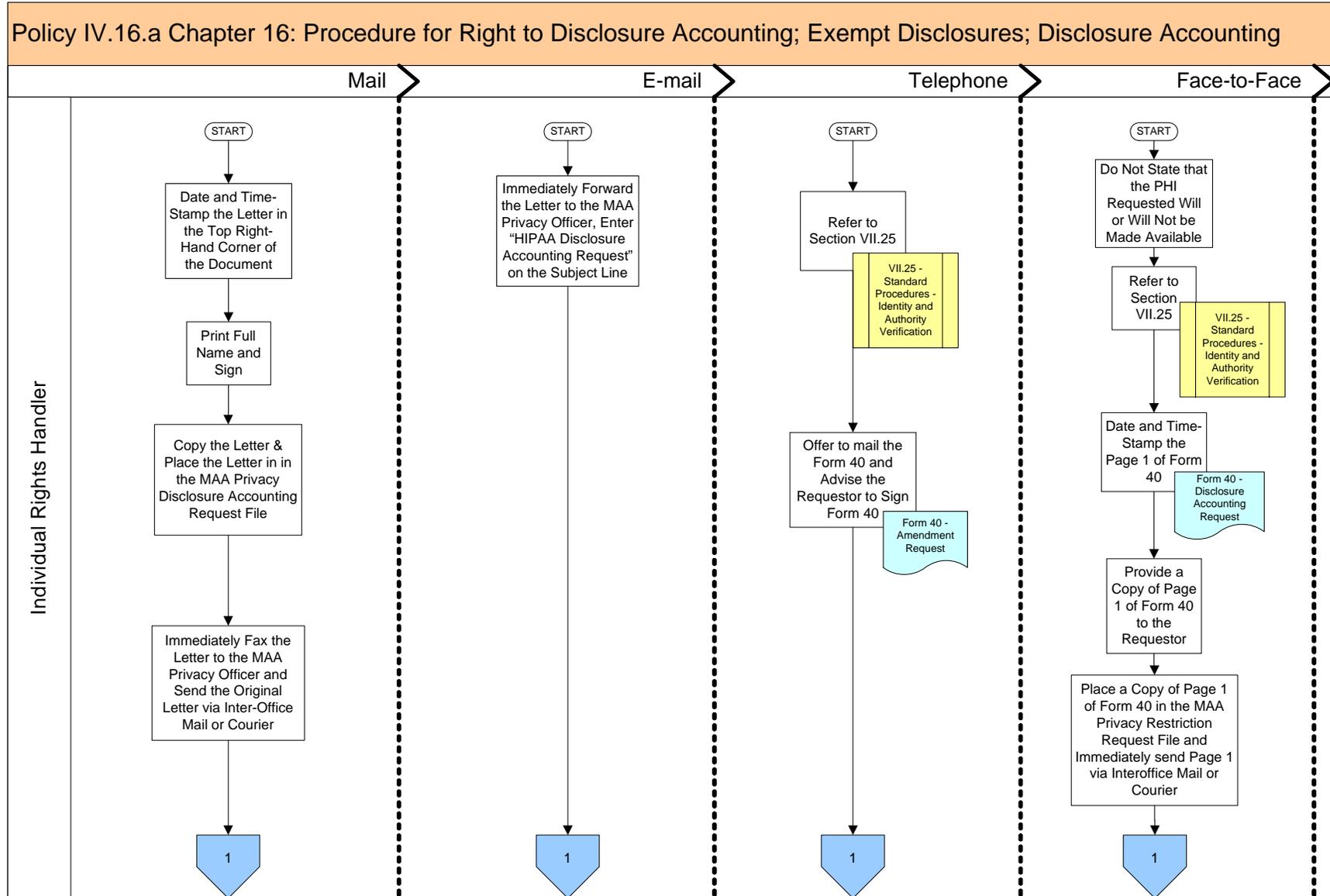
POLICY CONTACT:

Name: LaRah D. Payne, Sc.D. Phone: (202) 442-9116
Title: Sr. Policy Analyst/MAA Privacy Officer E-mail: LaRah.Payne@dc.gov

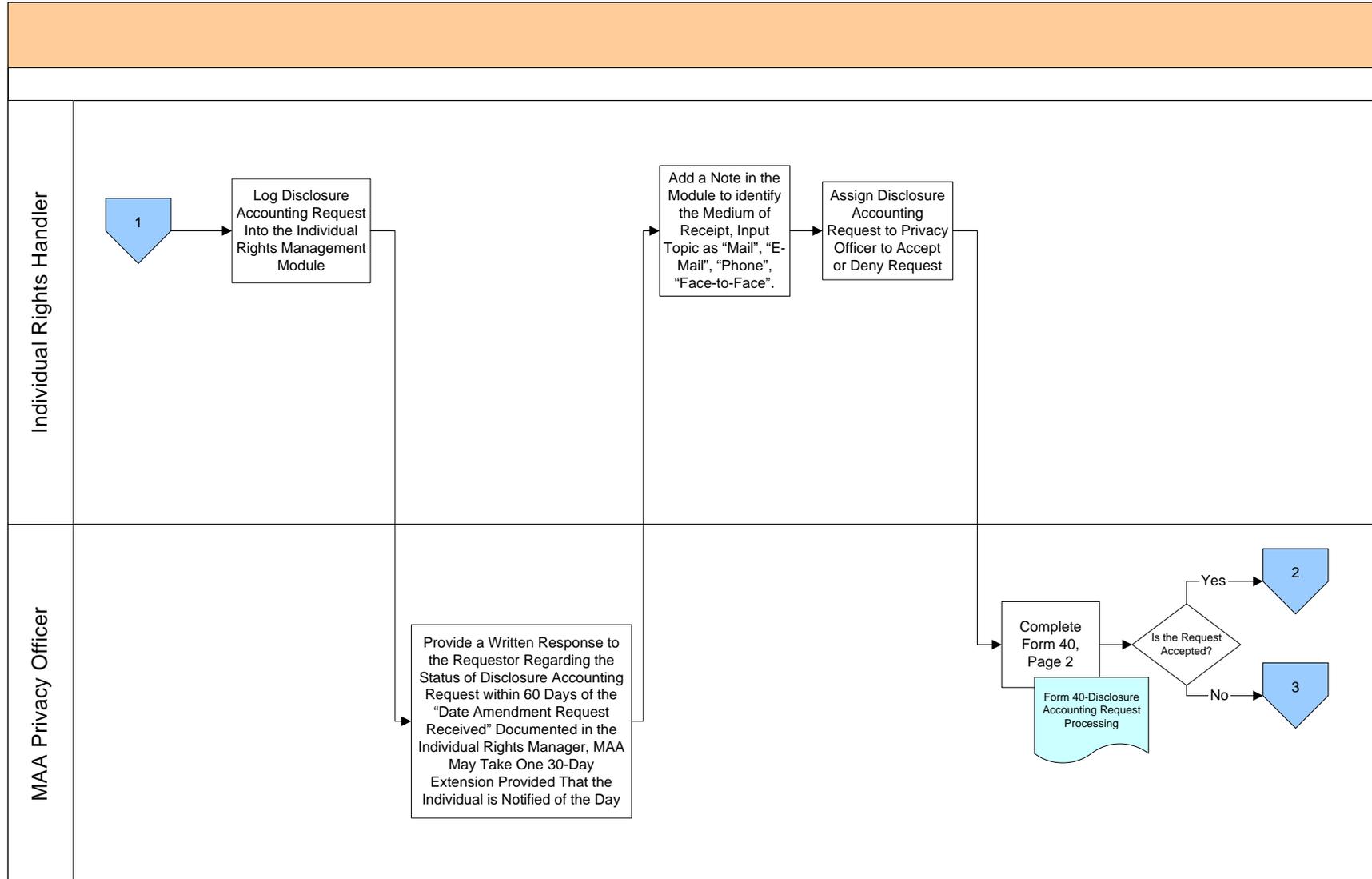
APPROVED FOR LEGAL SUFFICIENCY

Phillip L. Husband, Esq. Date _____
Assistant Attorney General
Department of Health

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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PRIVACY POLICY OPERATIONS MANUAL

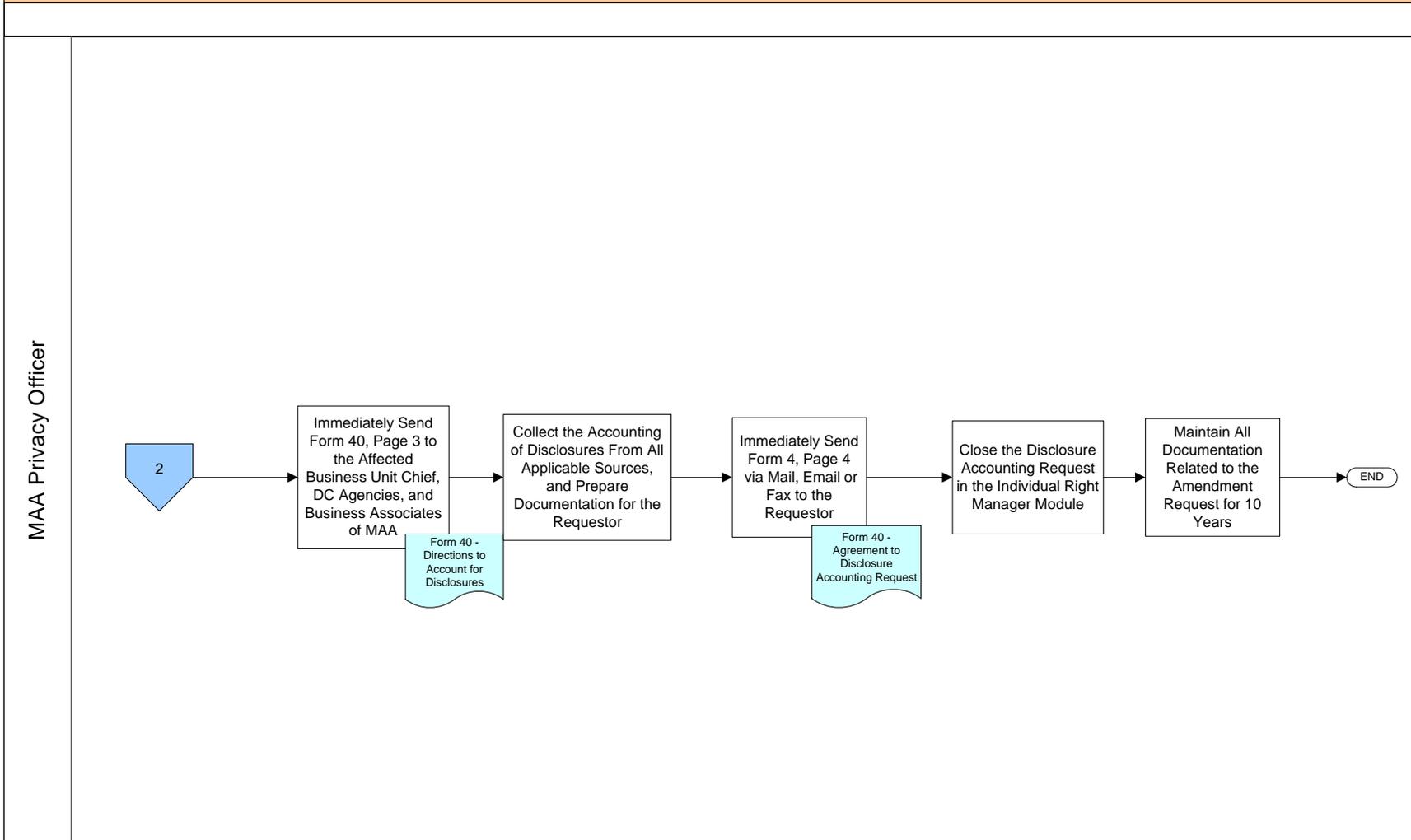


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PRIVACY POLICY OPERATIONS MANUAL

Accepting Request for Disclosure Accounting

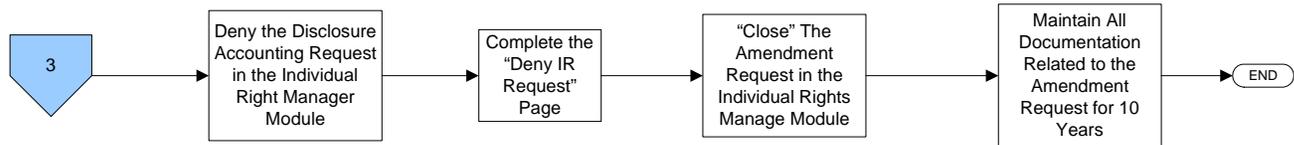


GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration

PRIVACY POLICY OPERATIONS MANUAL

Denying Request for Disclosure Accounting

MAA Privacy Officer



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration

PRIVACY POLICY OPERATIONS MANUAL

DISCLOSURE ACCOUNTING REQUEST

(Internal Form 40 - Page 1 of 4)

Purpose: This form is used to document an individual's request for an accounting of disclosures of protected health information.

SECTION A: Individual requesting disclosure accounting.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Medicaid Number: _____ Social Security Number: _____

TO THE INDIVIDUAL: Please read the following and complete the information requested.

You have the right to an accounting of the disclosures we make of your protected health information. The maximum accounting period is the 6 years prior to your request, except MAA is not obligated to account for disclosures made before April 14, 2003. MAA does not have to account for disclosures made (a) for treatment, payment, or health care operations activities, (b) to you, to your personal representative, or pursuant to your authorization or informal permission, (c) as part of a limited data set for research, public health or health care operations activities, (d) for national security or intelligence purposes, or to law enforcement or correctional institutions regarding persons in lawful custody, or (e) incidental to an allowable disclosure. To exercise your right to a disclosure accounting, please complete Section B.

SECTION B: Disclosure accounting requested.

Please specify the accounting period: From: ____/____/____ To: ____/____/____

You are entitled to one free disclosure accounting each 12 months. MAA may charge you for each additional disclosure accounting you request during the same 12 month period.

INDIVIDUAL'S SIGNATURE.

Signature: _____ Date: _____

If this request is by a personal representative on behalf of the individual, complete the following:

Personal Representative's Name: _____

Relationship to Individual: _____

YOU ARE ENTITLED TO A COPY OF THIS REQUEST

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DISCLOSURE ACCOUNTING PROCESSING

(Internal Form 40 - Page 2 of 4)

SECTION A: Disclosure accounting request processing—to be completed by Privacy Officer.

MAA must respond to a disclosure accounting request within 60 days of its receipt.

Date accounting request received: ___/___/___
Date transmitted to Privacy Officer: ___/___/___
Accounting period: From: ___/___/___ To: ___/___/___
Date of last accounting: ___/___/___

Date appropriate departments and business associates directed to account for disclosures: ___/___/___

Use Direction to Account for Disclosures page to notify departments and business associates.

Departments directed to account for disclosures:

Business associates directed to account for disclosures:

Extension of response date:

We may take one 30 day extension of our response date by notifying the requester within the original 60 day response period of the reason for the extension and the date on which we will provide our response.

Extension notice sent on: ___/___/___

Response date promised in extension notice: ___/___/___

Reason given for extension: _____

SECTION B: Response to accounting request—to be completed by Privacy Officer.

Disclosure accounting delivered on ___/___/___ by transmittal of Disclosure Accounting to the individual.

Charges assessed were \$_____. Charges paid: ___/___/___

SIGNATURE.

I attest that the above information is correct.

Signature: _____ Date: _____

Print name: _____ Title: _____

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PRIVACY POLICY OPERATIONS MANUAL

DIRECTION TO ACCOUNT FOR DISCLOSURES

(Internal Form 40 - Page 3 of 4)

Purpose: This form is used to direct our departments and business associates to report accountable disclosures of protected health information so we can respond completely and accurately to a disclosure accounting request.

To: _____

From: PRIVACY OFFICE, MEDICAL ASSISTANCE ADMINISTRATION
825 North Capitol Street, NE
Suite 5200
Washington, D.C. 20002-4210

On ___/___/___, we received a request from the individual below for an accounting of the disclosures of the individual's protected health information made between ___/___/___ and ___/___/___ (the "accounting period"). Please promptly provide us with an accounting of each disclosure of this individual's protected health information you made during the accounting period. You are not obligated to account for disclosures that you made (a) for treatment, payment, and health care operations activities, (b) to the individual, the individual's personal representative, or pursuant to the individual's authorization or informal permission, (c) as part of a limited data set for research, public health or health care operations activities, (d) for national security or intelligence purposes, or to law enforcement or correctional institutions regarding persons in lawful custody, or (e) incidental to an allowable disclosure. You also are not obligated to account for disclosures made before April 14, 2003.

For each accountable disclosure, please provide (a) the disclosure date, (b) the name and (if known) address of the person or entity to which the disclosure was made, (c) a description of the protected health information disclosed, and (d) either a statement of the purpose for which the protected health information was disclosed or a copy of any written request for the protected health information from a government agency to which the information was disclosed.

For repetitive disclosures during the accounting period to the same person or entity for a single purpose, you may provide the above information for the first of the disclosures, the frequency, periodicity or number of repetitive disclosures, and the date of the last repetitive disclosure. For disclosures for particular research involving at least 50 individuals, please contact me for the accounting information needed.

As we must provide the disclosure accounting by ___/___/___, please give this your immediate attention. Please contact me should you have questions or wish to discuss this request for disclosure information.

Signature: _____ Date: _____

Title: _____

Individual requesting disclosure accounting:

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Medicaid Number: _____ Social Security Number: _____

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AGREEMENT TO DISCLOSURE ACCOUNTING

(Internal Form 40 - Page 4 of 4)

DATE}

{INDIVIDUAL'S NAME}

{INDIVIDUAL'S ADDRESS}

Dear **{INDIVIDUAL}**:

The accounting you requested on ____/____/____ of the disclosures that we made of your protected health information is ready for retrieval/enclosed.

The disclosure accounting does not include disclosures for which we are not obligated to account. These include disclosures made (a) before April 14, 2003, (b) for treatment, payment, and health care operations activities, (c) to you, to your personal representative or pursuant to your authorization or informal permission, (d) as part of a limited data set for research, public health or health care operations activities, (e) for national security or intelligence purposes, or to law enforcement or correctional institutions regarding persons in lawful custody, or (f) incidental to an allowable disclosure.

If you have questions regarding the disclosure accounting, please contact the Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE Washington, DC 20002-4210 (telephone 202-442-5988).

Sincerely,

THE MEDICAL ASSISTANCE ADMINISTRATION

By: _____
Privacy Office

Enclosure

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PRIVACY POLICY OPERATIONS MANUAL

POLICY NUMBER: VII.25

SECTION TITLE: VII. STANDARD PROCEDURES

CHAPTER: 25. Standard Procedure—Identity and Authority Verification

POLICY TITLE: Standard Procedure—Identity and Authority Verification

EFFECTIVE DATE: April 14, 2003

LAST REVISION: March 20, 2007

PURPOSE: The purpose of this policy is to provide the standard forms of identification and authority required to verify the identity and authority of persons whose identity is unknown or known to an employee of the Medical Assistance Administration (“MAA”) and who requests protected health information (“PHI”) of a Medicaid recipient.

APPLICABILITY: This policy and its related procedures apply to the workforce of MAA.

AUTHORITY: 45 C.F.R. § 164.510 (h)(1)(2)

DEFINITION(S): “*Unknown Person*” means a person whose identity is not documented in the secured HIPAA file cabinet maintained by the HIPAA coordinator in each respective business unit or the MAA Privacy Office. Once these locations have documentation of a person’s identity and authority to receive PHI pursuant to Section VII.25- Identity and Authority Verification, the person is no longer unknown. In all cases, MAA staff must continue to ask both known and unknown persons to present and/or confirm their identity and authority at the time of the PHI request. However, MAA staff only needs to photocopy verification of identity and authority for unknown persons.

POLICY: When obtaining an authorization from a Medicaid recipient that is unknown the workforce member, identification is required of the Medicaid recipient. When obtaining an authorization from a person other than the Medicaid recipient and prior to any PHI disclosure, MAA must verify by photocopying the identity and authority of an unknown person and/or organization receiving the PHI. MAA must obtain documentation, statements, or representations, whether oral or written,

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from the unknown person. If a person is known, MAA staff does not need to photocopy, but must visually inspect and/or verbally ask questions regarding the requestor's identity and authority to request PHI without the prior authorization of the individual as further described in the accompanying procedure.

RESPONSIBILITY: The MAA Privacy Office has the responsibility to implement this policy.

PROCEDURE:

1. MAA must respond to all requests for PHI when the requestor is physically present, the requestor asks in writing (via letter, email, facsimile, or other medium), or verbally over the telephone. All written PHI requests will be routed to the MAA Privacy Office for identity and authority verification.
2. When fielding a telephone call or talking to a PHI requestor in person, follow the identity and authority verification documentation requirements for each particular communication media type presented in Table 1: Communications Media.
3. If the requestor is unknown the workforce member, obtain evidence of identification. Examples of appropriate identification include:
 - Photographic identification card.
 - Government identification card or badge.
 - Appropriate document on government letterhead
4. If the requestor is *not* the individual who is the subject of the PHI sought, obtain evidence of authority. Examples of appropriate authority include, if reasonable for the situation:
 - a) Identification as parent, guardian, or person acting in loco parentis with respect to minors; executor or administrator with respect to a deceased individual or an estate; power of attorney or other evidence of legal authority to act on behalf of an individual with respect to health care; or other evidence of appropriate relationship with the individual with respect to health care.
 - b) A warrant, subpoena, order or other legal process issued by a grand jury, a court, or an administrative tribunal.
 - c) A written statement of legal authority or, with respect to a

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properly identified government official, an oral statement of authority, if reliance on such oral statement is reasonable for the situation. You must document the oral statement on FORM 9- Identity and Authority Verification.

In all cases, follow the documentation requirements for each particular communication media type presented in Table 1.

5. If the requestor does not possess the authority to request the individual's PHI, the requestor must complete FORM 1-Family or Notification Disclosure or FORM 3 – Authorization, and the Medicaid recipient or their legal personal representative must sign, date, and enter an expiration date for authorization to be valid. See Section I.2-Informal Permission and Section I.3-Authorization Requirements. Document on FORM 1 or FORM 3 the type of identification the requestor presents such as their driver's license, government letterhead, or knowledge of Medicaid recipient's personal information following the criteria for the different communications media listed in Table 1.
6. If the requestor has the authority to request the individual's PHI, use FORM 9. Complete FORM 9 with the type of identification the requestor presents such as their driver's license, government letterhead, or knowledge of Medicaid recipient's personal information following the criteria for the different communications media listed in Table 1.
7. Note that if an authorization is required, the authorization must be entered into the Disclosure Manager Module. Select the Requestor Type when recording the authorization into the Disclosure Manager Module.
8. If the person is an unknown person, photocopy the documentation presented to verify the unknown person's identity and authority and attach these copies to the relevant FORM.
9. Fax and send via interoffice mail the FORM and its attachments to the MAA Privacy Office and another copy to the secured HIPAA file cabinet maintained by the HIPAA coordinator in each business unit.

EXHIBIT(S):

Procedure for Identity and Authority Verification
Table 1: Communications Media
FORM 9-Identity and Authority Verification

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APPROVALS:

DEPARTMENT OF HEALTH

Name: Gregg A. Pane, M.D. Date _____
Title: Director

MEDICAL ASSISTANCE ADMINISTRATION

Name: Robert T. Maruca Date _____
Title: Senior Deputy Director

POLICY CONTACT:

Name: LaRah D. Payne, ScD Phone: (202) 442-9116
Title: Sr. Policy Analyst/MAA Privacy Officer E-mail: LaRah.Payne@dc.gov

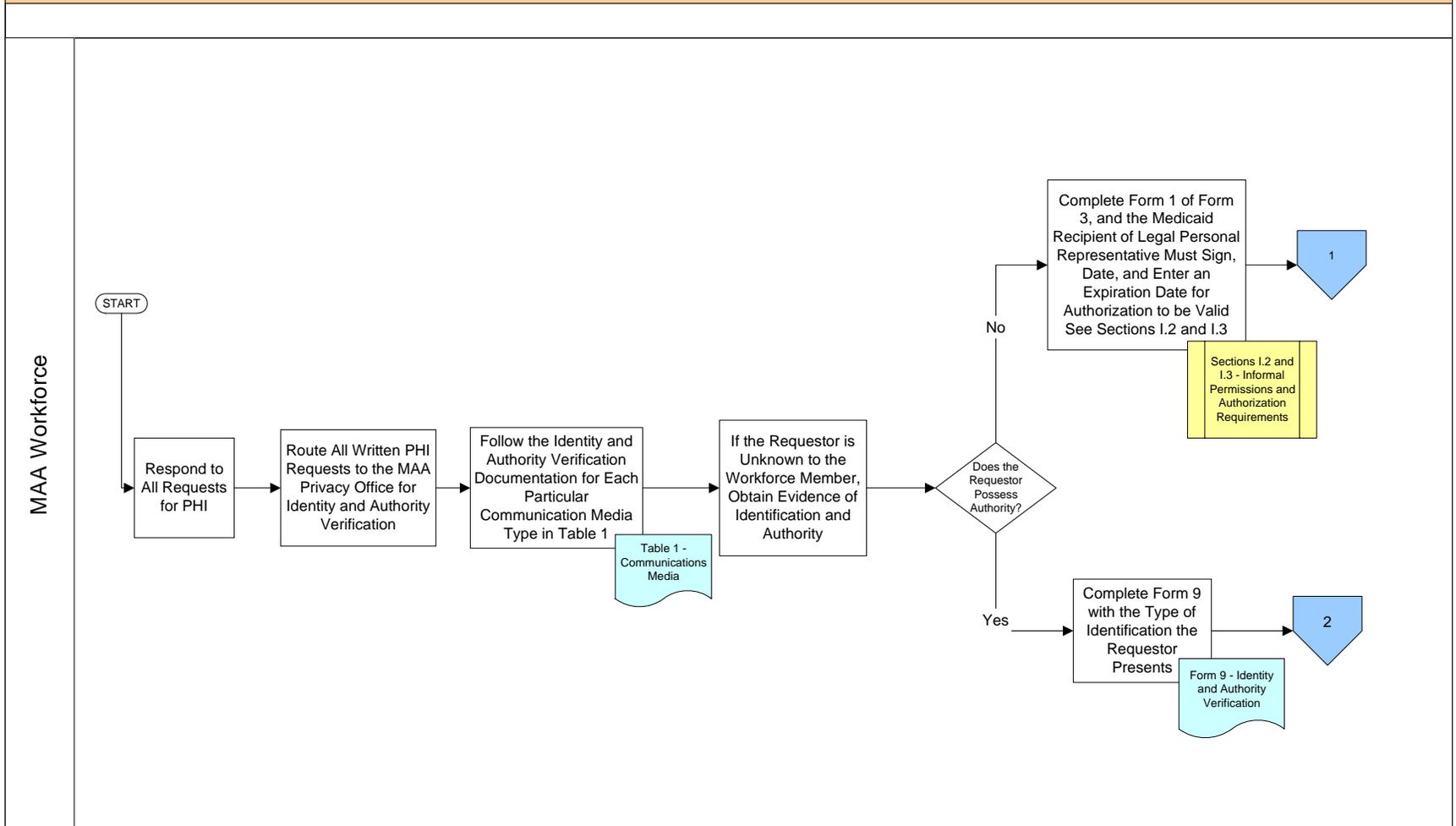
APPROVED FOR LEGAL SUFFICIENCY

Phillip L. Husband, Esq. Date _____
Deputy General Counsel
Department of Health

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PRIVACY POLICY OPERATIONS MANUAL

Policy VII.25 Chapter 25: Procedure for Identity and Authority Verification



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Policy VII.25 Chapter 25: Procedure for Identity and Authority Verification

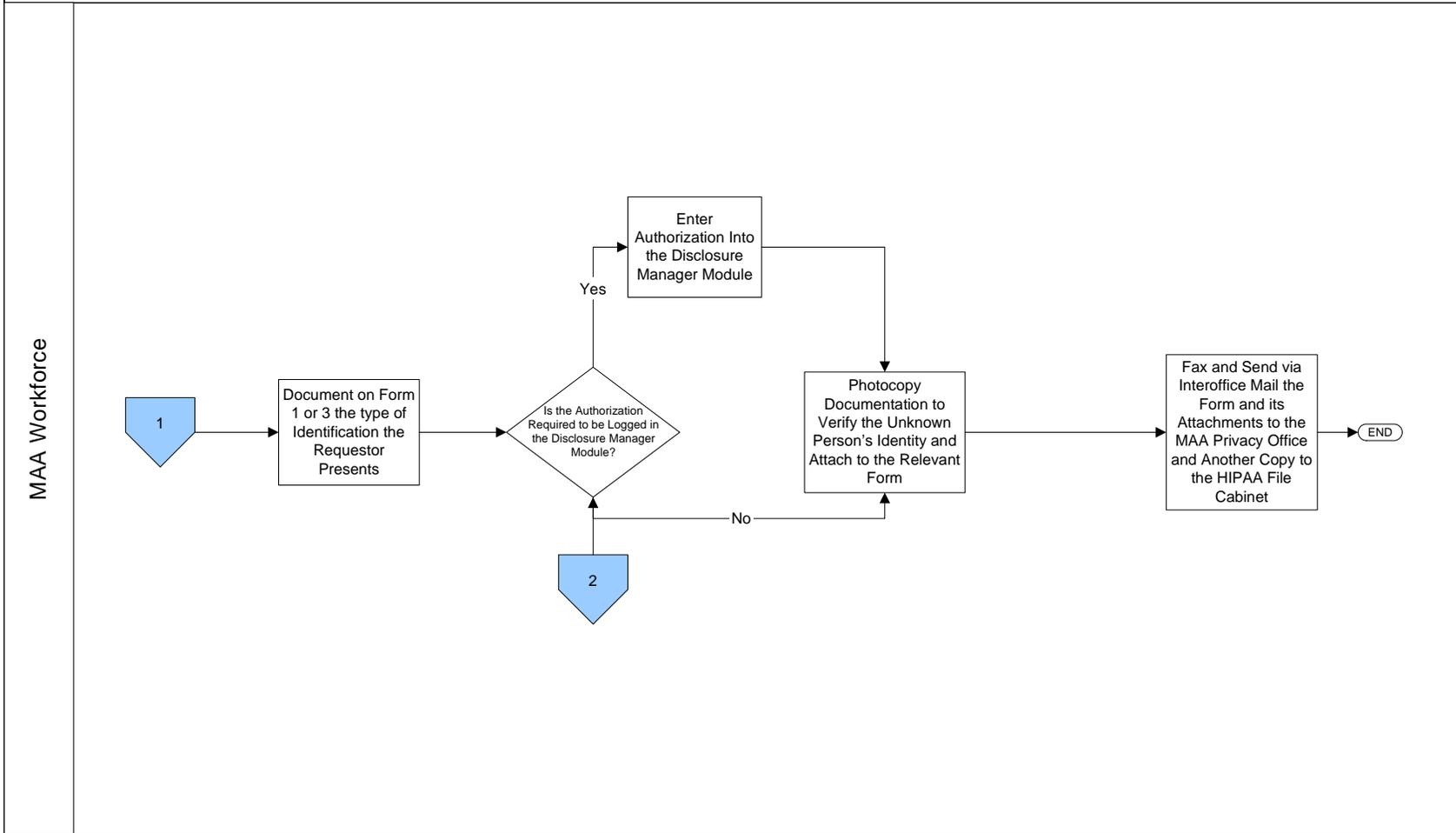


Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
Individual/Recipient:	Individual/Recipient must state the following bolded PHI elements and one other PHI elements from the list below.	"Send the Person to the MAA Privacy Office, if they insist on being served at the current location, the Individual/Recipient should present one form of ID. Make a copy and send to the MAA Privacy Office."	"Forward the Fax/Mail to the MAA Privacy Office, which will verify the following PHI elements on MMIS, Individual/Recipient's:"	"Forward the Fax/Mail to the MAA Privacy Office, which will verify the following PHI elements on MMIS, Individual/Recipient's:"
	Name	Government-Issued Picture ID	Call back the Individual/Recipient and verify:	Call back the Individual/Recipient and verify:
	Medicaid #	Recite the Recipient's Medicaid #	Name	Name
	DOB	If government ID cannot be produced ask Recipient to verify these PHI elements on MMIS :	Medicaid #	Medicaid #
	SS#	Name	DOB	DOB
	Address	Medicaid #	SS#	SS#
	Last Date of Service	DOB	Address	Address
	"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Recipient"	SS#	Last Date of Service	Last Date of Service
		Address	"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Recipient"	"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Recipient"
		Last Date of Service		
		"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Recipient"		
Personal Representative:	"Upon Initial Request, Fax/Mail proof of legal status and then follow the	"Send the person to the MAA Privacy Office, if they insist on being served at the current	"Upon Initial Request, Fax/Mail proof of legal status and then follow the Individual/Recipient	"Upon Initial Request, Fax/Mail proof of legal status and then follow the Individual/Recipient

Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
	Individual/Recipient verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the MAA Privacy Office."	location, the PR must show proof of legal status and one form of government-issued ID , then follow the individual/recipient verification procedure."	verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the MAA Privacy Office."	verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the MAA Privacy Office."
	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification
	Incompetent Individual: Court Order			
	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents
	Descendent: Probate Order	Descendent: Probate Order	Descendent: Probate Order	Descendent: Probate Order
	Family Member: Valid Authorization Form			
	"If the person does not have proof of legal status, send them a MAA Authorization Form to be completed, signed, and dated, to be returned to the MAA Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a MAA Authorization Form to be completed, signed, and dated, to be returned to the MAA Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a MAA Authorization Form to be completed, signed, and dated, to be returned to the MAA Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a MAA Authorization Form to be completed, signed, and dated, to be returned to the MAA Privacy Office. DO NOT release any PHI unless legal proof of status is presented."
	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request
Provider (TPO):	Provider Number Required	"Send the person to the MAA Privacy Office, if they insist	Official Provider Letterhead	"Email back the Provider, and them to fax/mail the PHI request on

Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
		on being served at the current location, Provider should present one government-issued ID. Make a copy and send to the MAA Privacy Office."		official letterhead. Ask within the fax/mail, that the PHI Requester include a photocopy of the employee's ID."
	Provider Address	Government-issued picture ID	Provider Number Required	Official Provider Letterhead
	Provider Telephone Number	Provider Number Required	Provider Address	Provider Number Required
	Recipient's Medicaid Number	Provider Address	Provider Telephone Number	Provider Address
	Last Date of Service	Provider Telephone Number	Recipient's Medicaid Number	Provider Telephone Number
	"If in doubt, call back the Provider "	Recipient's Medicaid Number	Last Date of Service	Recipient's Medicaid Number
	"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Provider."	Last Date of Service	"If in doubt, call back the Provider "	Last Date of Service
		"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Provider."	"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Provider."	"If in doubt, call back the Provider "
				"If still in doubt, contact the MAA Privacy Officer before disclosing or responding to the Provider."
Government Agency (State or Federal):	"Fax/Mail to the MAA Privacy Office proof of government status (i.e. photocopy government ID card/badge) and the PHI request on official government letterhead to	"Send the person to the MAA Privacy Office, if they insist on being served at the current location, request proof of Government Status (i.e. government ID card/badge) and the PHI Request on	"Forward the Faxed/Mailed PHI Request to the MAA Privacy Office, and the MAA Privacy Office will check the following: photocopy government ID card/badge, and PHI Request on official Government Letterhead to	"Email back the Government Agency and inform them to fax/mail the PHI request on official government letterhead to the MAA Privacy Office. Ask within the fax/mail, that the PHI Requester include a photocopy of the

Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
	include: Medicaid recipient's name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	official Government Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.)"	include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature."	employee's government ID."
	MAA Privacy will log the PHI disclosure on the Disclosure Manager system	Photocopy IDs shown and log the PHI disclosure onto the Disclosure Manager	MAA Privacy will log the PHI disclosure on the Disclosure Manager system	MAA Privacy will log the PHI disclosure on the Disclosure Manager system
		If in doubt whether the PHI requester has the authority to request the Recipient's PHI check with the MAA Privacy Officer before disclosure		
Law Enforcement:	"Fax/Mail to the MAA Privacy Office proof of law enforcement status (i.e. photocopy law enforcement ID card/badge) and the PHI request on official law enforcement letterhead to include: Medicaid recipient's name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	"Send the person to the MAA Privacy Office, if they insist on being served at the current location, request proof of law enforcement Status (i.e. law enforcement ID card/badge) and the PHI Request on official law enforcement Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.)"	"Forward the Faxed/Mailed PHI Request to the MAA Privacy Office, and the MAA Privacy Office will check the following: photocopy law enforcement ID card/badge, and PHI Request on official law enforcement Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature."	"Email back the law enforcement Agency and inform them to fax/mail the PHI request on official law enforcement letterhead to the MAA Privacy Office. Ask within the fax/mail, that the PHI Requester include a photocopy of the employee's law enforcement ID."
	MAA Privacy will log the PHI disclosure on the	Photocopy IDs shown and log the PHI disclosure onto	MAA Privacy will log the PHI disclosure on the Disclosure	MAA Privacy will log the PHI disclosure on the Disclosure

Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
	Disclosure Manager system	the Disclosure Manager	Manager system	Manager system
		If in doubt whether the PHI requester has the authority to request the Recipient's PHI check with the MAA Privacy Officer before disclosure		

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PRIVACY POLICY OPERATIONS MANUAL
IDENTITY AND AUTHORITY VERIFICATION

(Internal Form 9 – Page 1 of 2)

Purpose: This form is used to document verification of the identity and authority of a person or entity unknown to you, before you use with or disclose to that person or entity protected health information.

Section A: Individual whose information is to be disclosed.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Identification Number: _____ Social Security Number: _____

Section B: Identity of person to whom information is to be disclosed.

Always try to obtain a copy of what you relied upon to identify the person. Attach it to this form.

Name: _____

Company, Organization or Government Agency with which the person claims affiliation:

Address: _____

Telephone: _____ E-mail: _____

If person is a personal representative, describe relationship to individual:

How did you verify the person's identity and relationship to the individual or to the company, organization or government agency?

Person is known to me. Explain how you know the person:

Personal identification (*e.g.*, driver's license, photo ID). Attach a copy, or describe what you saw:

Government credentials (*e.g.*, badge, identification card, appropriate document on government letterhead). Attach a copy, or describe what you saw:

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IDENTITY AND AUTHORITY VERIFICATION

(Internal Form 03 - Page 2 of 2)

Entities Authorized to Receive and Use: Name or specifically **Section C: Authority of person to receive the information.**

Always try to obtain a copy of what you relied upon as the authority of the person. Attach it to this form.

- Authority is known to me. Explain basis of your knowledge:

- Personal representative status (*e.g.*, identification as parent, guardian, executor, administrator, power of attorney). Attach a copy, or describe what you saw:

- Warrant, subpoena, order, summons, civil investigation demand or other legal process. Attach a copy, or describe what you saw:

- Appropriate document on government letterhead. Attach a copy, or describe what you saw:

- Government Officer's oral representation. State what you were told and why your reliance on it was reasonable in the circumstances.

- Proper documentation from an Institutional Review Board, other appropriate privacy board or the researcher relating to research. Attach a copy of the documentation.

SIGNATURE.

I attest that the above information is correct.

Signature: _____ Date: _____
Print name: _____ Title: _____

Include completed form in the individual's records.
Keep a copy for your business unit and send copy to the MAA Privacy Office

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PRIVACY POLICY OPERATIONS MANUAL

POLICY NUMBER: VII.27

SECTION TITLE: VII. STANDARD PROCEDURES

CHAPTER: 27. Logging Disclosures for Accounting

POLICY TITLE: Logging Disclosures for Accounting

EFFECTIVE DATE: April 14, 2003

LAST REVISION: May 24, 2007

PURPOSE: The purpose of this policy is for the Medical Assistance Administration (“MAA”) to track the disclosures to which an individual has the right to an accounting. This tracking will allow an individual the right to receive a written accounting of disclosures of his or her protected health information (“PHI”) as provided in the Notice of Privacy Practices.

APPLICABILITY: This policy and its related procedures apply to the workforce of MAA.

AUTHORITY: 45 C.F.R. §§ 164.524 and 528

DEFINITION(S): *“Routine or recurring request”* is defined as requests listed in Table 2: Disclosures where Individual Has No Right to an Accounting of the Disclosure, and are not non-routine requests.

“Non-routine request” is defined as requests for PHI disclosures that are: (1) for the same type of information; (2) from the same requestor source; and (3) occur three times or fewer in one year and are not listed on Table 4: Standard Protocols for Routine or Recurring Disclosures.

“Workforce” means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for MAA, is under the direct control of MAA, whether or not they are paid by MAA.

POLICY: MAA must record each disclosure (whether oral or in writing) for which MAA is obligated to account upon a request of an individual for disclosure accounting. If it is unclear whether a particular disclosure needs to be recorded for disclosure accounting, see Table 1: Disclosures Included in the Right to an Accounting of Disclosures. If still uncertain

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whether a disclosure should be logged consult the MAA Privacy Office.
See Section IV.16-Disclosure Accounting.

RESPONSIBILITY: The MAA Privacy Office has the responsibility to implement this policy.

PROCEDURE: After disclosing the PHI under the appropriate policy and procedure, determine if the disclosure must be logged. Table 1: Disclosures Included in the Right to an Accounting of Disclosures, lists the types of disclosures that must be logged. If the disclosure must be logged, log the disclosure with the computer-assisted Disclosure Manager Module. To determine whether a PHI request's authorization should be recorded and whether to log the request for disclosure, see Table 3: Summary of Recording Authorizations and Logging Disclosures for HIPAA Compliance ePartner™ Disclosure Manager Module.

- a. The MAA Medical Records Handler or designee will:
 - i. Determine that the name of the Medicaid recipient is logged into the HIPAA Compliance ePartner™ Disclosure Manager Module. If the name of the Medicaid recipient is not logged into the system, the MAA Medical Records Handler or designee will input the Medicaid recipient information.
 - ii. Determine from FORM 3-Authorization or other identity and authority verification process that the requestor is authorized to access the PHI of the Medicaid recipient.
 - iii. Document the disclosure of a Medicaid recipient's PHI into the HIPAA Compliance ePartner™ Disclosure Manager Module.
- b. To use HIPAA Compliance ePartner™ Disclosure Manager Module:
 - i. Point your Internet browser to the following hyperlink:
<http://hipaaepartner.in.dc.gov/hipaa/>
 - ii. Select the HIPAA Compliance ePartner™ Disclosure Manager Module.
 - iii. Follow the instructions in the HIPAA Compliance ePartner™ Disclosure Manager Module.

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The MAA Privacy Officer will track the disclosures in the HIPAA Compliance ePartner™ Disclosure Manager Module for a period of 10 years.

- EXHIBIT(S):**
- Table 1: Disclosures Included in the Right to an Accounting of Disclosures
 - Table 2: Disclosures where Individual Has No Right to an Accounting of the Disclosure
 - Table 3: Summary of Recording Authorizations and Logging Disclosures For HIPAA Compliance ePartner™
 - Table 4: Standard Protocols for Routine or Recurring Disclosures

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PRIVACY POLICY OPERATIONS MANUAL

APPROVALS:

DEPARTMENT OF HEALTH

Name: Gregg A. Pane, M.D.
Title: Director

Date

MEDICAL ASSISTANCE ADMINISTRATION

Name: Robert T. Maruca
Title: Senior Deputy Director

Date

POLICY CONTACT:

Name: LaRah D. Payne, ScD
Title: Sr. Policy Analyst/MAA Privacy Officer

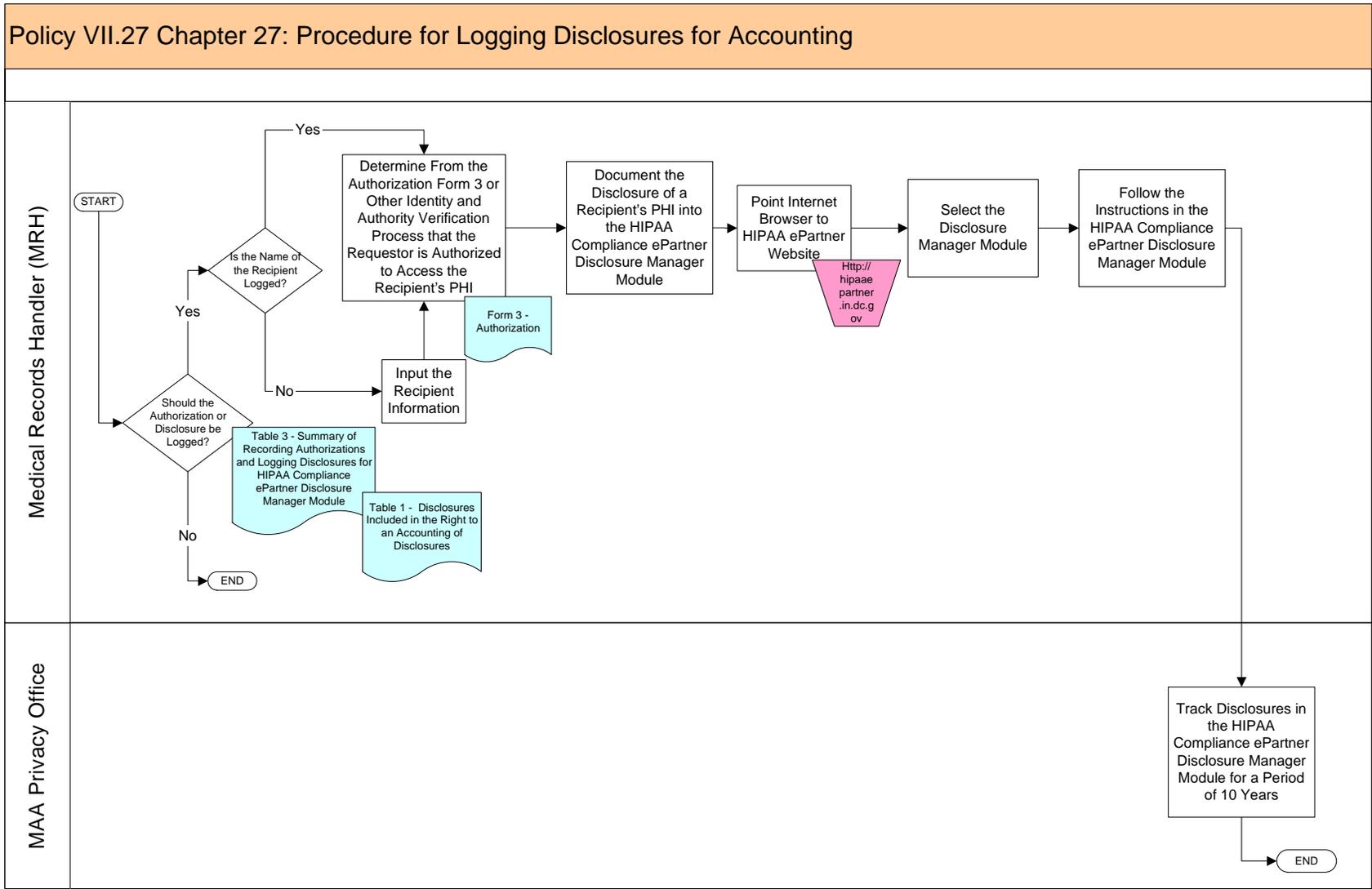
Phone: (202) 442-9116
E-mail: LaRah.Payne@dc.gov

APPROVED FOR LEGAL SUFFICIENCY

Phillip L. Husband, Esq.
Deputy General Counsel
Department of Health

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration
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GOVERNMENT OF THE DISTRICT OF COLUMBIA
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PRIVACY POLICY OPERATIONS MANUAL

Table 1:
Disclosures Included in the Right
to an Accounting of Disclosures

- ✓ Disclosures required by law
- ✓ Disclosures for public health activities
- ✓ Disclosures for FDA adverse event reporting, etc.
- ✓ When the disclosure is to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if the covered entity or public health authority is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation;
- ✓ Disclosures to an employer about an individual who is a member of the workforce of the employer for certain work-related illnesses or injuries, or a workplace-related medical surveillance;
- ✓ Disclosures to a government authority about victims of abuse, neglect or domestic violence
- ✓ Disclosures for health oversight activities
- ✓ Disclosures for judicial and administrative proceedings
- ✓ Disclosures for law enforcement purposes
 - as required by law including laws that require the reporting of certain types of wounds or other physical injuries
 - a court order or court-ordered warrant, or a subpoena or summons issued by a judicial officer
 - a grand jury subpoena
- ✓ Disclosures to law enforcement officials of limited information for identification and location purposes, the covered entity may disclose only the following information:
 - Name and address
 - Date and place of birth
 - Social security number
 - ABO blood type and rh factor
 - Type of injury
 - Date and time of treatment
 - Date and time of death, if applicable
 - A description of distinguishing physical characteristics, including height, weight, gender, race, hair and eye color, presence or absence of facial hair (beard or moustache), scars, and tattoos
 - PHI related to the individual's DNA or DNA analysis, dental records, or typing, samples or analysis of body fluids or tissue **MAY NOT BE DISCLOSED**
- ✓ Disclosure of information in response to a law enforcement official's request regarding victims of a crime

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Table 1:
Disclosures Included in the Right
to an Accounting of Disclosures

- ✓ A covered entity may disclose PHI about an individual who has died to a law enforcement official for the purpose of alerting law enforcement of the death of the individual if the covered entity has a suspicion that such death may have resulted from criminal conduct
- ✓ A covered entity may disclose to a law enforcement official PHI that the covered entity believes in good faith constitutes evidence of criminal conduct that occurred on the premises of the covered entity
- ✓ When reporting to law enforcement official about a crime in emergency situations
- ✓ Disclosures about decedents
 - A covered entity may disclose PHI to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law
 - A covered entity may disclose PHI to funeral directors, consistent with applicable law, as necessary to carry out their duties
- ✓ Disclosures for cadaveric organ, eye or tissue donation purposes
- ✓ Disclosures for research purposes
- ✓ ONLY in circumstances when there is a waiver, in whole or in part, of the individual authorization required by 45 C.F.R. §164.508
- ✓ Disclosures to avert a serious threat to health or safety
- ✓ Disclosures for specialized government functions
 - A covered entity may use and disclose the PHI of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities
 - A covered entity may use and disclose the PHI of individuals who are foreign military personnel to their appropriate foreign military authority
 - To Protective Services for the President and others.
 - A covered entity that is a component of the Department of State may use PHI to make medical suitability determinations
 - Covered entities that are government programs providing public benefits
- ✓ Disclosures for workers' compensation
- ✓ Disclosures for fundraising that are permitted **without** an authorization of the individual

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Table 2:
**Disclosures where Individual Has No Right
to an Accounting of the Disclosure**

- Treatment, payment & health care operations
- When disclosed to the “individual”
- When disclosed “pursuant to and in compliance with an authorization that complies with 45 C.F.R. § 164.508” (i.e. disclosures for which an authorization is required)
- Pursuant to an agreement under, or as otherwise permitted by, 45 C.F.R. § 164.510 (i.e. uses and disclosures requiring an opportunity for the individual to agree or object)
- Disclosure for facility directories
- Disclosures to clergy
- Disclosures for involvement in the individual’s care and notification purposes
- As permitted by and in compliance with this section (45 C.F.R. § 164.502), 45 C.F.R. § 164.512, or 45 C.F.R. § 164.514(e), or (f), (i.e., 45 C.F.R. § 164.512, disclosures for which an authorization or opportunity to agree or object is not required, 45 C.F.R. § 164.514(e), limited data sets, and 45 C.F.R. § 164.514(f), disclosures for fundraising)
- When disclosures are to DHHS as required by the Secretary under 45 C.F.R. § 160subpart C.
- Disclosures of de-identified PHI
- Disclosures to business associates.
- Disclosures to personal representatives
- For national security or intelligence purposes as provided in 45 C.F.R. § 164.512(k)(2)
- To correctional institutions or law enforcement officials as provided in 45 C.F.R. § 164.512(k)(5)

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Table 3: Summary of Recording Authorizations and Logging Disclosures For HIPAA Compliance ePartner Disclosure Manager Module				
PHI Request Types	Record Authorization		Enter Request/Log Disclosure	
	Required	NOT Required	Required	NOT Required
"Research, not including Treatment"		X	X	
Administrative Proceedings		X	X	
Adult Abuse		X	X	
Authorization Revocation	X			X
Business Associate		X		X
Child Abuse		X	X	
Correctional Facilities		X		X
Crime on Premises		X	X	
Death Coroner's Office		X	X	
DHHS		X	X	
Disclosure to Third Party*	X			X
Emergency		X	X	
Enrollment and/or Eligibility*	X			X
Facility Directory		X		X
FDA Access		X	X	
Fundraising Activities	X			X
Government Agency		X	X	
Health Oversight Activities		X	X	
Incidental Use and Disclosure		X		X
Individual		X		X
Informal Permissions	X			X
Judicial Proceedings		X	X	
Law Enforcement Agency		X	X	
Limited Data Sets		X		X
Marketing Communications	X			X
Medicaid Providers		X		X
Medical Emergency		X	X	
National Security		X		X
Operations		X		X
Organ Donations		X	X	
Payment		X		X
Personal Representative		X		X
Psychotherapy Notes	X			X
Public Health Authority		X	X	
Regulatory Agency		X	X	
Research with Treatment Component*	X			X
Safety Threat		X	X	
Suspicious Death		X	X	
Treatment		X		X
Worker's Compensation		X	X	
Workplace Health and Safety		X	X	

* If authorization is for more than a one time release, multiple disclosures must be logged

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Table 4:
Standard Protocols for Routine or Recurring Disclosures

Requester	Purpose	Disclosures*
Attorney	Evaluate individual's medical condition in support of a legal proceeding	Specific information requested
Business Associate	Defined by terms of agreement	Specific information requested
Collection agency	Obtain payment on past due accounts	File of patient names, addresses, dates of service, and amount owed
Coroner	Investigate a suspicious death	Specific information requested
Disability determination	Evaluate individual's medical condition in support of disability benefits	Specific information requested
Employer	Evaluate drug usage for pre-employment screening	Drug test results
Food and Drug Administration	Oversee the conduct of a clinical trial	Information about the clinical trial
Insurance company	Substantiate care provided for payment	Specific information requested in claims attachment request (often anticipated and sent in advance with claim)
Life insurance company	Evaluate individual's medical condition for issuance of a life insurance policy	Discharge summaries for specified period of time
Medicaid Provider	Obtain demographic and insurance information for billing	Face sheet with patient demographics and insurance information
National security	Varies	Specific information requested agencies (CIA, FBI, etc.)
Police	Investigate accidents or crimes	Specific information requested
Researcher	Treating a patient in a clinical trial	Full access to the medical record for treatment purposes
School	Evaluate child's medical condition for school activities	Letter from physician or discharge summary
State data commission	Support a statewide registry	File of specific data elements requested
Workers' compensation	Evaluate individual's medical information as requested allowed by state law	Discharge summary; other specific condition for benefits

* The Medical Records Handler must log all disclosures on HIPAA ePartner™ Disclosure Manager Module.

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POLICY NUMBER: IV.14.a)

SECTION TITLE: IV. INDIVIDUAL'S INFORMATION RIGHTS

CHAPTER: 14. Access

POLICY TITLE: a. Right to Inspect and Copy; Access Granted

EFFECTIVE DATE: April 14, 2003

LAST REVISION: May 24, 2007

PURPOSE: The purpose of this policy is to describe an individual's rights as provided in the Privacy Rule including the right to inspect and to copy his or her protected health information ("PHI").

AUTHORITY: 45 C.F.R. § 164.524 (a) – (c)

APPLICABILITY: This policy and its related procedures apply to the workforce of MAA.

DEFINITION(S): Not Applicable.

POLICY: MAA will allow an individual to inspect and to obtain a copy of his or her PHI for as long as MAA or business associates of MAA maintain that PHI in designated record sets ("DRS") except for:

- I. Psychotherapy notes or personal notes;
- II. Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding; and
- III. Protected health information maintained by a MAA that is:
 - a) Subject to the Clinical Laboratory Improvements Amendments of 1988, 42 U.S.C. 263a, to the extent the provision of access to the individual would be prohibited by law; or
 - b) Exempt from the Clinical Laboratory Improvements Amendments of 1988, pursuant to 42 CFR 493.3(a)(2).

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MAA will timely permit an individual who has been granted access the opportunity to inspect and to obtain a copy of his or her PHI at a time and place, or by mail, as may be mutually agreed by the recipient and the MAA Privacy Officer. MAA will provide the recipient a summary or explanation of the requested PHI, if the individual requests and agrees to pay any fee MAA may charge for preparing the summary or explanation.

RESPONSIBILITY: The MAA Privacy Office has the responsibility to implement this policy.

PROCEDURE:

1. MAIL ACCESS REQUEST:
 - a. Date and time-stamp the correspondence in the top right-hand corner of the document;
 - b. Print full name and sign full name below the date and time-stamp;
 - c. Copy the letter and insert in the MAA PRIVACY ACCESS REQUEST file;
 - d. Immediately fax the letter to the MAA Privacy Officer; and
 - e. Send the original correspondence in a sealed envelope via inter-office mail or courier to the MAA Privacy Officer.
2. E-MAIL ACCESS REQUEST. Immediately forward the e-mail to the MAA Privacy Officer, and on the Subject Line of the e-mail, input "HIPAA ACCESS REQUEST."
3. TELEPHONE ACCESS REQUEST (do not state that the PHI requested will or will not be made available):
 - a. See Section VII.25- Identity and Authority Verification, to verify the identity of the caller; and
 - b. Offer to mail FORM 38 - Access Request to the requestor. Advise the requestor to sign FORM 38.
4. FACE-TO-FACE ACCESS REQUEST (do not state that the PHI requested will or will not be made available):
 - a. See Section VII.25- Identity and Authority Verification, to verify the identity of the requestor;
 - b. Date and time-stamp FORM 38, Page 1- Access Request;
 - c. Ensure the text on FORM 38, Page 1, is legible. If illegible, re-write the ACCESS REQUEST and obtain the signature of the requestor;
 - d. Provide a copy of FORM 38, Page 1 to the requestor;

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- e. Place a copy of FORM 38, Page 1 in the MAA PRIVACY ACCESS REQUEST file; and
 - f. Immediately send the original of FORM 38, Page 1 in a sealed envelope via inter-office mail or courier to the MAA Privacy Officer.
5. The MAA Privacy Officer will provide a written response to the requestor regarding the status of the ACCESS REQUEST:
- a. Within 10 business days of the **“DATE ACCESS REQUEST RECEIVED”** documented in the INDIVIDUAL RIGHTS MANAGEMENT MODULE of the HIPAA Compliance Management System™ unless “unusual circumstances” exist. MAA may take one extension of 10 business days from the original “DATE COMPLAINT RECEIVED” date. “Unusual circumstances” are limited to:
 - i. The need to search for, collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request; or
 - ii. The need for consultation, which shall be conducted with all practicable speed, with another public body having a substantial interest in the determination of the request or among 2 or more components of a public body having substantial subject-matter interest therein.

Note: MAA may have only one such extension of time for action on a request for access. If MAA does not comply with a request for access to PHI within the timeframe set forth in this section, MAA shall be deemed to have denied the request and the requestor may then pursue his or her legal remedies or petition the Mayor to review the deemed denial of the request, in accordance with the provisions of the District of Columbia Freedom of Information Act.

6. The INDIVIDUAL RIGHTS HANDLER will log the ACCESS REQUEST into the INDIVIDUAL RIGHTS (“IR”) MANAGEMENT MODULE of the HIPAA Compliance management System™.

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7. The INDIVIDUAL RIGHTS HANDLER will add a note in the INDIVIDUAL RIGHTS MANAGEMENT MODULE to identify the medium of receipt of the ACCESS REQUEST. The references will be input as: **Topic: Medium, Text: “Mail”; “E-mail”; “Telephone”; “Face-to-Face.”**
8. The INDIVIDUAL RIGHTS HANDLER will ASSIGN the ACCESS REQUEST to the MAA Privacy Officer to **ACCEPT** or **DENY**. An e-mail will be generated to the MAA Privacy Officer that an ACCESS REQUEST requires processing.
9. The MAA Privacy Officer will **ACCEPT** or **DENY** the ACCESS REQUEST. The MAA Privacy Officer will complete FORM 38, Section A of Page 2, ACCESS REQUEST PROCESSING.
10. **ACCEPT ACCESS REQUEST**. The MAA Privacy Officer will determine the location and format of the DRS:
 - a. **Internal: Hard Copy Report(s)**
 - 1) The MAA Privacy Officer will ASSIGN the ACCESS REQUEST in the INDIVIDUAL RIGHTS MANAGEMENT MODULE to the applicable MAA Business Unit Chief. An e-mail will be generated to the MAA Business Unit Chief that an ACCESS REQUEST requires processing.
 - 2) The MAA Privacy Officer will immediately send FORM 38, Page 3- Directions to Retrieve Records via e-mail or facsimile to the MAA Business Unit Chief to search for the requested records.
 - 3) The MAA Business Unit Chief will complete the **“Response to direction to retrieve records”** section of FORM 38, Page 3 and will immediately send **Page 3** via e-mail or facsimile to the MAA Privacy Officer.
 - 4) The MAA Business Unit Chief will immediately send the records, if found, to the MAA Privacy Officer via courier (sealed envelope), hand delivery (sealed envelope), e-mail, or facsimile.
 - 5) The MAA Privacy Officer will complete FORM 38, Page 4- Grant of Access to Records and will send **Page 4** to the Requestor.
 - 6) The MAA Privacy Officer will “Close” the IR Request in the INDIVIDUAL RIGHTS MANAGEMENT MODULE.
 - b. **Internal/External: Electronic Record(s)**
 - 1) The MAA Privacy Officer will complete an Ad-Hoc Report

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- Request Form (“ARF”) and will immediately send the ARF via e-mail or facsimile to the Systems Management Department of the Office of Program Operations (“Systems Management”). Systems Management will determine if the record(s) are retrievable via the MMIS.
- 2) If the record(s) are retrievable via the MMIS, Systems Management will process the request and will immediately notify the MAA Privacy Officer via telephone, e-mail, or facsimile when the record(s) is ready for retrieval.
 - 3) If the data are not retrievable via the MMIS, Systems Management will immediately send the ARF via e-mail or facsimile to the Deputy Chief of the Office of Program Operations.
 - i. The Deputy Chief of the Office of Program Operations will immediately submit the request to Affiliated Computer Services, Inc. (ACS), the fiscal agent of MAA, via e-mail or facsimile.
 - ii. The Deputy Chief of the Office of Program Operations will immediately notify the MAA Privacy Officer via telephone, email, or facsimile when the record(s) is available for retrieval.
 - 4) The MAA Privacy Officer will retrieve the record(s) and will complete FORM 38, Page 4- Grant of Access to Records, and will send **Page 4** to the requestor.
 - 5) The MAA Privacy Officer will “Close” the IR Request in the INDIVIDUAL RIGHTS MANAGEMENT MODULE.
- c. **External: DRS is located with a Business Associate of MAA.** The MAA Privacy Officer will refer to the “MAA ACTIVE BUSINESS ASSOCIATES” matrix and ASSIGN the ACCESS REQUEST to the applicable MAA Business Unit in the INDIVIDUAL RIGHTS MANAGEMENT MODULE. An e-mail will be transmitted to the MAA Business Unit Chief that an ACCESS REQUEST requires processing. (**NOTE:** This step is an Administrative Function Only to notify the MAA Business Unit Chief of an action required by its business associate.)
- 1) The MAA Privacy Officer will immediately send FORM 38, Page 3-Directions to Retrieve Records via e-mail or facsimile to the respective Business Associate.
 - 2) The Business Associate will complete FORM 38, Page 3 “Response to direction to retrieve records” section and will immediately send **Page 3** via e-mail or facsimile to the MAA Privacy Officer.
 - 3) The Business Associate will immediately send the records,

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- if found, to the MAA Privacy Officer via courier (sealed envelope), hand delivery (sealed envelope), e-mail, or facsimile.
- 4) The MAA Privacy Officer will complete FORM 38, Page 4- Grant of Access to Records and will immediately send **Page 4** to the requestor.
 - 5) The MAA Privacy Officer will “Close” ACCESS REQUEST the “IR Request” page of the INDIVIDUAL RIGHTS MANAGEMENT MODULE.
11. MAA will provide the PHI to the Medicaid recipient in the format requested by the Medicaid recipient, unless not feasible. MAA will:
- a. Provide for the PHI to be available for inspection by the recipient; or
 - b. Provide for the PHI to be retrieved or mailed to the recipient;
 - c. Provide for the summary or explanation of PHI to be retrieved by or mailed to the recipient;
 - d. Provide for the PHI to be retrieved by or mailed to persons identified on FORM 3- Authorization; or
 - e. Provide for the summary or explanation of records for retrieval or sent via land mail to the address of record to persons identified on FORM 3.
12. **DENY ACCESS REQUEST**
- a. The MAA Privacy Officer will **DENY** the ACCESS REQUEST in the INDIVIDUAL RIGHTS MANAGEMENT MODULE and will complete the “Deny IR Request” page.
 - b. The MAA Privacy Officer will “CLOSE” the ACCESS REQUEST in the INDIVIDUAL RIGHTS MANAGEMENT MODULE.
 - c. The MAA Privacy Officer will complete FORM 38, Page 5- Denial of Access to Records and will send **Page 5** to the requestor.
13. The MAA Privacy Officer will retain copies of all documentation related to the ACCESS REQUEST for 10 years.

EXHIBIT(S): FORM 38-Access Request

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APPROVALS:

DEPARTMENT OF HEALTH

Name: Gregg A. Pane, M.D. Date _____
Title: Director

MEDICAL ASSISTANCE ADMINISTRATION

Name: Robert T. Maruca Date _____
Title: Senior Deputy Director

POLICY CONTACT:

Name: LaRah D. Payne, Sc.D. Phone: (202) 442-9116.
Title: Sr. Policy Analyst/MAA Privacy Officer E-mail: LaRah.Payne@dc.gov

APPROVED FOR LEGAL SUFFICIENCY

Phillip L. Husband, Esq. Date _____
Assistant Attorney General
Department of Health

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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ACCESS REQUEST
(Internal Form 38 – Page 1 of 5)

Purpose: This form is used for an individual's request to inspect and obtain a copy of his or her PHI in a designated record set that the Medical Assistance Administration (MAA) maintains or that our business associates maintain for MAA.

SECTION A: Individual requesting access.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Identification Number: _____ Social Security Number: _____

TO THE INDIVIDUAL: Please read the following and complete the information requested.

You have the right to inspect and to obtain a copy of your PHI in our designated record sets. However, you are not entitled to inspect or to obtain a copy of any psychotherapy notes we may have, any information MAA may have compiled in anticipation of or for use in a civil, criminal or administrative proceeding, and certain other records. To exercise your right of access, please complete Section B.

SECTION B: PHI access requested.

Please specify the records to which you wish to have access: _____

Do you wish to: Inspect these records? Yes No Obtain a copy of these records? Yes No

MAA charges \$ **0.25** per page to copy these records.

Would you like us to make the records available to you:

On paper? Yes No Electronically? Yes No

Do you want us to: Prepare a summary or an explanation of these records? Yes No

MAA charges \$ _____ for the summary or explanation.

Do you want us to: Mail the copies? Yes No MAA charges \$ _____ for postage.

Please list the name and address of each person, including yourself or your personal representative, for whom you want MAA to make a copy. If you want MAA to provide access to or a copy of your records to any person other than you or your personal representative, you must provide MAA with a signed authorization. MAA can supply you with this Authorization Form (Form 03).

INDIVIDUAL'S SIGNATURE: _____ **Date:** _____

If this request is by a personal representative on behalf of the individual, complete the following:

Personal Representative's Name: _____ Relationship to Individual: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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PRIVACY POLICY OPERATIONS MANUAL
YOU ARE ENTITLED TO A COPY OF THIS REQUEST

ACCESS REQUEST PROCESSING
(Internal Form 38 – Page 2 of 5)

SECTION A: Access request processing—to be completed by the Privacy Office.

We must respond to an access request within 30 days of its receipt. If the requested records are off-site, we have 60 days to respond.

Date access request received: ___/___/___ Date transmitted to the Privacy Office: ___/___/___
Date appropriate departments and business associates directed to search for requested records: ___/___/___

Use Direction to Retrieve Records page to notify departments and business associates.

Departments directed to search designated record sets for the requested records:

Business associates directed to search designated record sets for the requested records:

Extension of response date:

MAA may take one 30-day extension of our response date by notifying the requester within the original 30- or 60-day response period of the reason for the extension and the date on which we will provide our response.

Extension notice sent on: ___/___/___ Response date promised in extension notice: ___/___/___

Reason given for extension: _____

SECTION B: Response to access request—to be completed by the Privacy Office.

- Access denied on ___/___/___ by transmittal of Denial of Access to Records to the individual.
 - Individual requested review on ___/___/___ of licensed professional's determination to withhold records based on endangerment. Attach sheet explaining disposition on review.
 - Individual lodged complaint on ___/___/___ . Use FORM 53-Complaint to record the nature of the complaint and its disposition.
- Access granted on ___/___/___ by transmittal of Grant of Access to Records to the individual.
 - Records inspected: ___/___/___
 - Copy supplied: ___/___/___ Charges: \$_____ Paid: ___/___/___
 - Summary or explanation provided: ___/___/___ Charges: \$_____ Paid: ___/___/___

SIGNATURE:

I attest that the above information is correct.

Signature: _____ Date: _____

Print name: _____ Title: _____

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DIRECTIONS TO RETRIEVE RECORDS
(Internal Form 38 – Page 3 of 5)

Purpose: This form is used to direct departments and business associates to retrieve records requested by individuals from designated record sets for inspection and copying.

To: _____

From: Privacy Office, Medical Assistance Administration
825 North Capitol Street, NE Suite 5200
Washington, D.C. 20002-4210
(202) 442-5988

On ___/___/___, we received a request from the individual below to inspect and copy the following records:

We believe you may have some or all of the requested records in a designated record set. Please promptly search your designated record sets, retrieve each of the requested records you find, and transmit those records to our Privacy Office. If you find none, please check the box below. Please sign and return this form to our Privacy Office.

As we must respond to this request by ___/___/___, please give this your immediate attention.

Signature: _____ Date: _____

Title: _____

Individual requesting access:

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Identification Number: _____ Social Security Number: _____

Response to direction to retrieve records:

After due search of designated record sets we maintain for you, we:

- Found no records responsive to the individual's request.
 Found the following responsive records and are transmitting these to your Privacy Office:

Signature: _____ Date: _____

Title: _____

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GRANT OF ACCESS TO RECORDS
(Internal Form 38 – Page 4 of 5)

DATE

{INDIVIDUAL'S NAME}
{INDIVIDUAL'S ADDRESS}

Dear {INDIVIDUAL}:

The Medical Assistance Administration (MAA) is granting all or part of the request that we received from you on ____/____/____ to inspect and/or obtain a copy of your records. (If we are denying part of your request, you will receive an additional letter from us identifying the records that you requested that we are not providing and the reasons we are not providing those records.)

- The records you requested are ready for inspection. Please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE, Suite 5200, Washington, D.C. 20002-4210, (202) 442-5988** to schedule the inspection.

- The records you requested are ready for copying to ____ disk or ____ paper as you asked. The copying charge will be \$_____. Upon receipt of payment of this charge, we will promptly copy the records. Please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE, Suite 5200, Washington, D.C. 20002-4210, (202) 442-5988** to arrange to have the copy picked up by or mailed to the persons you designated on your authorization. We will charge you for the postage if you want us to mail the copy.

- The summary or explanation of the records you requested is ready. Please pay \$_____, the charge to prepare the summary or explanation, and contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE, Suite 5200, Washington, D.C. 20002-4210, (202) 442-5988** to arrange to have the summary or explanation picked up by or mailed to the persons you designated on your authorization. We will charge you for the postage if you want us to mail the summary or explanation.

If you have questions or wish to discuss arrangements, please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE, Suite 5200, Washington, D.C. 20002-4210, (202) 442-5988.**

Sincerely,

By: _____
Privacy Office, Medical Assistance Administration

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health - Medical Assistance Administration

PRIVACY POLICY OPERATIONS MANUAL

DENIAL OF ACCESS TO RECORDS

(Internal Form 38 – Page 5 of 5)

{DATE}

{INDIVIDUAL'S NAME}

{INDIVIDUAL'S ADDRESS}

Dear {INDIVIDUAL}:

The Medical Assistance Administration (MAA) is denying all or part of the request that we received from you on ___/___/___ to inspect and/or obtain a copy of your records. (If we are granting part of your request, you will receive an additional letter from us with instructions for inspecting and/or obtaining a copy of the records we are providing.) The reasons we have determined that your request should be denied are:

- We do not have the requested records.
 - We do not know who may have the requested records.
 - You may be able to obtain the requested records by contacting:
- The records you requested are not subject to your access because they are psychotherapy notes, or have been compiled in anticipation of a civil, criminal or administrative proceeding, or may be withheld from you under the Clinical Laboratory Improvement Amendments of 1988 (42 U.S.C. § 263a) or the Privacy Act (5 U.S.C. § 552a) or the corresponding exemption regulation found at 42 C.F.R. § 493.3(a)(2).
- The records you requested were obtained in confidence from a source other than a health care provider, and providing you access to these records is likely to reveal the confidential source.
- The records were created or obtained in the course of research, and you agreed not to have access to them while the research remains in progress when you gave your authorization to participate in the research.
- A licensed health care professional has determined that providing you or your personal representative access to these records is likely to endanger the safety or life of you or another, or that the records contain references to persons who are not health care providers and whose safety or life may be endangered if the access you request were granted.

If you disagree with the determination of the licensed health care professional, you may ask us to designate a different licensed health care professional who did not participate in the determination to deny you access to review that determination. Please contact the **Privacy Office of the Medical Assistance Administration** to request such a review.

You may file a complaint about our denial of your access request with us or with the United States Department of Health and Human Services. Please contact the **Privacy Office of the Medical Assistance Administration at 825 North Capitol Street, NE, Suite 5200, Washington, D.C. 20002-4210, (202) 442-5988** to learn about the procedure for complaining to MAA or to the Department of Health and Human Services.

If you have questions, wish to discuss the denial or file a complaint, please contact our office.

Sincerely,

By: _____
Privacy Office, Medical Assistance Administration

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

ATTACHMENT A

Q #	Bidder's Question	MAA Response
1.	<p>Can you please fill out the provider count attachment so that we can provide an accurate estimate for the pricing requested?</p> <p>Definition of providers: Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Physical Therapists, Music Therapist, Speech Therapists, Psychologists, Psychiatrist, Sports Medicine Providers, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, and Podiatrists employed by or under contract with Customer to provide services within the medical field and for whom Customer is paying the Initial License Fee or Add-on License Fee, as applicable, set forth in this Agreement for use of the Products contained in this Agreement. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, or Nurses (other than Nurse Practitioners), and (hereinafter referred to as "Customer Personnel"). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider.</p>	<p>The definition of "providers" that is given in this question is not consistent with The District's provider definitions. The Offeror should review Section C.1.2.10.</p>
2.	Can you send a copy of the RFP in word format	No.
3.	We cannot locate the LSDBE certification Package on ocp.dc.gov website.	This document is no longer available on the ocp.dc.gov website. The Offeror must contact the department of Small and Local Business Development.
4.	Where can we find the Business Associate Agreement?	Please see Section H.20 HIPAA Compliance – Business Associate Agreement.
5.	<p>Proposal submission logistics</p> <p>The RFP asks for significant level of detail in terms of design, product, and cost. In addition, there are a significant number of outstanding questions that will have an impact on proposal content, pricing, and contractual provisions. In fact, there are significant questions relative to the ability to offer a firm fixed price. As such, we recommend that an extension of at least 3 week be granted by the District to allow for questions to be answered and for contractors to reflect these answers in their responses.</p> <p>We recognize the time constraints that the District (and contractor) is under, but starting with a contract that does not enable District/contractor success will</p>	<p>The proposal due date has been extended to July 28, 2008.</p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	introduce significant delivery risks. Will the District provide the extension?	
6.	Proposal evaluation Please explain the proposal evaluation process and the organizations that will participated including DoH, MAA, OCTO, OCP, CMS, 6 Clinics, 3 hospitals.	Please see Section M - Evaluation For Award.
7.	Exhibit 4 – Diagram “Predictive modeling” and “Adm Decision Support” are represented on the diagram within the Hub. There are no requirements specified for these analytic tools within the RFP Section C. Is it correct to assume that these are future requirements?	These requirements are in the Scope of Work at Sections C.3.2.2.2, C.3.4, C.3.10.3.4, and are requirements of this RFP. The District is looking for the Offeror to describe their capabilities based on Offeror expertise with healthcare-related hub implementations.
8.	Exhibit 4 – Diagram Arrows on diagram are bi-directional. i. There are no requirements in Section C to data to exchange data with CMS. Is the bi-directional arrow correct? ii. Most components listed on right side of diagram are not mentioned in the RFP (only MAA is). What data exchanges are in scope for this project and is a bi-directional arrow correct for each? What are the data exchange requirements?	<ul style="list-style-type: none"> i. Yes. The capability to exchange data should be in the details of data exchange and will be defined at the requirements stage. At a minimum, patient data and encounter/service data will be exchanged. Source systems may support various interfaces such as HL7 and/or web services and/or SOAP, etc. ii. <ul style="list-style-type: none"> a) 6 source systems are in scope and they are explicitly listed in the RFP. Please note that the Department of Corrections is identified on the diagram specifically as future b) Yes. c) Source systems on the right of Exhibit 4 are coming from Safe Passages or direct interface. Source systems details will be provided in Joint Application Development (JAD) sessions that will take place in the design phase of the contract.
9.	Exhibit 4 – Diagram For the MMIS interface, please explain what "Separately Funded" means in terms of source of funding and value of the funding.	The MMIS has its own separate funding source.
10.	District resource & governance Who in the District (individual, role, organization) will have the authority to make governance decisions about JAD sessions participants, data sharing agreements, solution requirements, design trade-offs, deliverable comments/approvals, etc.?	For purposes of the grant and contract processes, the governance issues will be processed through the MTG Steering Committee and its workgroups who will make the final recommendations to the MAA Director or his designee. The final decisions will be communicated to the Contractor through the COTR.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
11.	<p>C.1.2.1 source system interfaces</p> <ul style="list-style-type: none"> i. For each source organization, what are the systems that will be providing the data? What version of the systems? How will data be made available (push or pull)? How the data be made available? ii. For hospital systems, at what stage in the patient interaction will data be extracted for loading to the Hub (appointment booked, admitted, interim testing/diagnosis/treatment information, discharge, etc.)? 	<ul style="list-style-type: none"> i. After the award of the contract, details concerning the data systems in each of the participating organizations will be determined through Joint Application Development (JAD) sessions that will take place in the design phase of the contract. ii. Most probably all of the above, however, the District expects the Offeror to use its expertise in the health care industry to propose the best solution that can enable informed patient treatment at different health care providers.
12.	<p>C.1.2.1 source system interfaces; C.3.10.2.8 Safe Passages</p> <p>Please explain more about the expectation and requirements related to Safe Passage integration with the Hub (e.g., what transactions will be exchanged? what technologies are involved? are user interfaces expected? data domains? method by which Safe Passages present data for integration? Etc.)</p>	<p>Safe Passages system (SPIS) integrates multiple data sources within DOH and outside DOH (i.e. DMH, CFSA, DYRS, DHS...). Data is matched and reconciled automatically and presented through UI and web services; data is available for reports. SPIS supports SOAP/XML interfaces, web services and also can expose data through database views out. On the inbound side, SPIS supports various data sources, (including web services, relational databases, delimited files, etc).</p>
13.	<p>C.2.4.1 synergies with other District initiatives</p> <p>What services/capabilities are currently available from Safe Passages for data integration, client/patient matching and reconciliation, and user access control and audit?</p>	<p>Safe Passages (SPIS) uses two different methods for integration with source systems: 1) automatically generated based on data mappings deployment package of lightweight triggers, views, and procedures for the source relational database to capture required changes (IBM RDA/RSA toolset) and 2) Informatica. SPIS has implemented comprehensive client matching and reconciliation based on fuzzy logic taking into account the totality of data. SPIS includes full audit and user access control based on XACML. However, the HUB will be responsible for user access control, data reconciliation, and integration.</p>
14.	<p>C.1.2.7 user interface</p> <ul style="list-style-type: none"> i. What are the user types for the Hub data? ii. How many online users are anticipated for the pilot? iii. What types of analytic reporting is needed? 	<ul style="list-style-type: none"> i. The District is looking for the Offeror to describe Hub data user type capabilities based on Offeror expertise with healthcare-related hub implementations. User provider types include government agencies, clinic staff and clinicians, and hospital staff and clinicians initially, but the capability for a variety of provider types will be required. ii. It is anticipated that at least a few thousand users will access the pilot Patient Data Hub. Depending on the success of the system, there may be additional users. The system should be scalable for substantial growth.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
		iii. The Offeror should consult section C.3.10.3.4 in developing a response on the analytic reporting that is needed.
15.	<p>C.2.4.1 synergies with other District initiatives Please provide information regarding the NCA-RHIO (status, key contacts, explanation of what linkage is expected for this project). Please confirm that NCA-RHIO integration is expected as part of this project.</p>	<p>Section C.2.4.2 has been amended as follows: <i>The Hub must not prohibit linkage with the NCA-RHIO which is currently in the design phase. Contractor must develop and implement an ongoing process for coordination and feedback with NCA-RHIO.</i></p> <p>Connectivity to the NCA-RHIO is not a requirement for the pilot. However, since six of the clinics in the pilot and the three hospitals would be a part of the future RHIO, future linkages with the RHIO should not be constrained or prevented by this pilot activity.</p>
16.	<p>C.3.1.2.2 implementation phases The RFP states: 'phases of implementation will be determined by the District'. If the requirements and design definition (first 5 months of the project) cause a change to the phasing of the project (more efficient, more responsive to priorities, etc.), then will the District modify the phase definitions? Will the District allow for associated changes to the costs and timeline?</p>	Changes to the phases of the project and associated changes to the costs and timeline can be considered in order to get the best value for the project within the constraints of the District contracting and CMS grant requirements.
17.	<p>C.3.9.1 Turnover Requirement states that the contractor must adhere to the Turnover Requirements that MAA will define. This requirement is open ended and would be difficult to agree in a fixed price engagement. Recommend that MAA defines the requirement and amends the RFP.</p>	<p>Section C.3.9.1 has been amended to read as follows: <i>The Contractor will develop and submit a turnover plan to the District for its approval. The District shall approve the turnover plan. The Contractor shall abide by the requirements.</i></p> <p>Section C.3.2.19.7 has been amended to read as follows: <i>turnover plan</i></p> <p>Section F.5, CLIN 001 Planning Task Requirements, 001F h, has been amended to read as follows: <i>Turnover Plan,</i></p> <p>Section F.5, CLIN 001 Planning Task Requirements, 001F i, has been amended to read as follows: <i>As specified in C.3.2.1.19.</i></p>
18.	<p>C.3.10.2.9 Hybrid Hub The hybrid hub model limits real-time analytic capabilities to the element stored centrally in the Hub. Please acknowledge that real time analytic requirements</p>	The District does not acknowledge that real-time analytic requirements will apply only to data stored centrally in the Hub.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	will apply on only to data stored centrally in the Hub.	
19.	<p>C.3.10.3.4 Analysis and Reporting Tools The Hub as described in the RFP has a primary role as providing real-time data access services for clinical personnel and care managers. As such, the Hub will be optimized for real-time interactions. This requirement (C.3.10.3.4) calls for the Hub to also support analysis and reporting functionality which is conventionally supported with Operational Data Stores (ODS') and data warehouses (DWHS). Will the District be providing an existing or new DWHS environment that will support the analytic and reporting requirements?</p>	No.
20.	<p>C.3.10.3.9 legal support (L.3.1.1.1.8) Our understanding is that contractors are not supposed to provide legal advice. As such, what legal support is anticipated by the District?</p>	Contractors are to provide legal support in accordance with Sections C.1.2.8, C.3.10.3.9, and L.3.1.1.1.8. Legal support includes the provision of legal advice (the District can exercise discretion to act on such advice).
21.	<p>C.3.4 application reports requirements C.3.4.1 'Outcome measures' are referenced 'described above', but no outcome measure information can be found.</p>	Section C.3.4.1 Section F.5, CLIN 001 Planning Task Requirements, 001F: h has been amended to read as follows: <i>The Contractor shall establish reports and ad hoc analysis capabilities to monitor the outcome measures described below in C.3.12.2-C.3.12.6, as well as any other data available within the integrated enterprise system.</i>
22.	<p>C.3.12.3 & C.3.12.4 Hub design requirements These requirements entail significantly detailed information as well as analytic applications (e.g., fraud detection, transforming patient expectations, disease management alerts). Recommend that these requirements be considered for future release of the Hub following initial implementation.</p>	This is not a question, and therefore cannot be answered.
23.	<p>C.3.12.3.5 Transform Patient Expectations It is our experience that Transforming Patient Expectations is done with communications and social marketing. The requirement does not provide clarity about the desired capabilities the Hub will need to provide to support the desire to transform patient expectations. Please explain the requirement to be provided.</p>	Section C.3.12.3.5 has been amended to read as follows: <i>Provide MAA with the ability to improve patient health care and outcomes by providing the right care at the right time, avoiding diagnostic and care duplication, and speeding up approvals for Medicaid provider reimbursement.</i>
24.	C.3.15 Option Requirements Please explain.	Section C.3.15 has been deleted in its entirety.
25.	<p>L.3.1.1.3.2.1 Describe Offeror's approach to ensuring that it will fulfill the Reporting Requirements described in Section C. Which Reporting Requirements should this response address (from the Hub or</p>	The Offeror should address all of the reporting requirements in Section C - Requirements.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	for project/program management)?	
26.	<p>L.3.1.1.4.1.1 Describe Offeror's approach to ensuring that it will fulfill the Financial Functions and Requirements. There are no Financial Functions/Requirements listed in Section C. Please confirm that this proposal requirement is referencing the contractor's financial stability rather than Hub functional requirements.</p>	<p>Section L.3.1.1.4.1.1 has been amended to read as follows: <i>Describe Offeror's approach to providing documentation that shall enable the District to perform an adequate assessment of Contractor's financial stability.</i></p>
27.	<p>L.3.1.2.1.2 Past Performance Attachments The total number and requirements for past performance references is unclear.</p> <ul style="list-style-type: none"> • L.3.1.2.1.2.1 requires five references • L.3.1.2.1.2.2 does not specify a number, but requires a list of relevant references from the past three years. • L.3.1.2.1.2.3 does not specify a number, but requires a list of relevant references from the past five years. <p>Also, questionnaires are only required for L.3.1.2.1.2.3. Please clarify the maximum number of references required. Please also clarify the maximum number of questionnaires required.</p>	<p>Each Past Performance request is a separate requirement with a separate purpose. Please see Section L.3.1.2.1.2.</p>
28.	<p>C.3.2.8.1 C.3.2.8.1 indicates that a Penetration Testing is required for the Hub. What are the Certification and Accreditation requirements for this solution?</p>	<p>The District requires that Penetration Testing shall be conducted for the Patient Data Hub. The contractor shall adhere to the most appropriate requirements which meet or exceed the OCTO Penetration Testing standards.</p> <p>A high level summary of the OCTO Penetration Testing standards is as follows:</p> <p>OCTO security (CWITS) performs security testing, including penetration testing, for all hardware and software to be deployed in data centers. CWITS performs the following steps:</p> <ol style="list-style-type: none"> 1. Identify risks associated with servers, firewalls, networks and software. 2. Test for vulnerability to known means of attack. 3. Provide written report on testing results and suggested corrective actions by Contractor.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
		<p>4. Provide baseline data for future references. 5. Conduct Re-testing after corrective actions as necessary.</p> <p>During the test step, the following tasks are performed by CWITS:</p> <ol style="list-style-type: none"> 1. Footprinting – indirect information collection (no effect on services). 2. Port scanning – direct information collection (may affect service availability). 3. Attack and penetration (may affect service availability). 4. Reporting.
29.	<p>Inclusion of hardware and software in Pricing Currently, there are no CLINs requiring such information, but Section L.3.2.1.5 requires the submission of a Cost/Price Data Package (Incorporated Attachment J.2.5) which requires the contractor to provide software, hardware, and supply costs. Please indicate whether or not the District is expecting cost estimates for hardware and software to be included in proposals.</p> <p>Conditional questions if hardware and software costs are to be included: <u>Conditional Question 1</u>: Given that requirements and designs are not defined and agreed, we believe that while cost estimates for these products can be provided, it is not possible to provide a proposed set of costs that will be contractually binding. Therefore, if hardware and software costs are to be provided in RFP responses, what contractual provisions will be provided via RFP amendment that will enable contractual amendments to these costs following requirements and design approvals?</p> <p><u>Conditional Question 2</u>: If hardware and software costs are to be included, then it would appear that acquisition support and related costs would not be required. Please indicate whether or not acquisition support will be required if hardware and software costs are to be included in proposals.</p>	<p>Yes, the District is expecting cost estimates for hardware and software to be included in proposals in accordance with Section F.5.2, CLIN 008, Hardware and Software Acquisition.</p> <p>Conditional Question 1: There is sufficient information provided to adequately price the hardware and software costs within reasonable limits based on Contractor design.</p> <p>Reasonable adjustments will be made to reflect actual hardware and software costs through the established OCP contract modification process.</p> <p>Conditional Question 2: Acquisition support and related costs are not required. Contractor will provide the software and hardware and transfer ownership to the District in accordance with the approved Turnover Plan, Section C.3.9.1.</p>
a)	<p>Software and Hardware Acquisition There are a number of RFP Sections that address the topic of software and hardware acquisition: Section C.1.2.9 (page 6) indicates that the District will have the option to acquire the software and hardware using one of three methods: via contractor,</p>	<p>Section C.1.2.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software.</i></p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	via GSA Schedule and/or via additional District led procurements.	
b)	<ul style="list-style-type: none"> Section C.3.1.1.4 & L.3.1.1.1.2.4 (pages 13 and 103) indicates the contractor is to provide a list of hardware and software components that the District will purchase. 	<p>Contractor will provide the list for final approval before purchase. Section C.3.1.1.4 has been amended to read as follows: <i>The Contractor shall provide a separate table listing software and equipment, detailing specifications for each item, in order to successfully implement the proposed program. The purpose of each item must be also provided.</i></p> <p>Section L.3.1.1.1.2.4 has been amended to read as follows: <i>A table that lists software, equipment and detailed specifications for each item that will be provided to the District to successfully implement the proposed solution. Offeror shall also describe the purpose of each item.</i></p>
c)	<ul style="list-style-type: none"> Section C.3.2.3.3 (page 20) indicates that the Contract is required to purchase, on behalf of the District, hardware, software, infrastructure, systems and relevant policy for operation documentation. 	<p>Section C.3.2.3.3 has been amended to read as follows: <i>Contractor shall provide hardware, software, database, infrastructure systems and relevant policy for operations documentation.</i></p>
d)	<ul style="list-style-type: none"> Section C.3.10.3.10 (page 33) indicates the contractor is responsible for managing and procuring hardware and software. 	<p>Section C.3.10.3.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub must be included in the total cost of the proposal.</i></p>
e)	<ul style="list-style-type: none"> C.3.10.4 (page 34) states that all hardware and software required for the development and deployment of the District health information exchange solution will be licensed and owned by the District. 	<p>Section C.1.2.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software.</i></p> <p>Section C.3.10.4 has been amended to read as follows: <i>All hardware and software required for the development and deployment of the District health information exchange solution will be licensed and owned by the District. The District shall provide any annual maintenance on software and equipment provided by the Contractor to satisfy the awarded solution.</i></p>
f)	<ul style="list-style-type: none"> As indicated in the previous question, it is not clear whether or not hardware and software costs should be included as part of the fixed price proposal (Cost/Price Data Package - incorporated Attachment 	<p>Hardware and software costs should be included as part of the fixed price proposal.</p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	J.2.5).	Section C.3.10.4 has been amended to read as follows: <i>All hardware and software required for the development and deployment of the District health information exchange solution will be licensed and owned by the District. The District shall provide any annual maintenance on software and equipment purchased by the District to satisfy the awarded solution.</i>
a)	<p>Please provide clarity on the software and hardware acquisition process addressing:</p> <ul style="list-style-type: none"> Role the District will play in the process (Note: We recommend against acquisition via additional District led procurements due to the very short time line for implementation by 30 September 2009); 	Section C.1.2.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software.</i>
b)	<p>Option to propose implementation and rates for implementation</p> <ul style="list-style-type: none"> Contractor responsibilities for acquisition i.e., “manage” versus “on behalf”. 	Section C.1.2.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software.</i>
	<ul style="list-style-type: none"> If “on behalf”, then will hardware and software costs be included in the proposal/contract? 	<p>Hardware and software costs should be included as part of the fixed price proposal.</p> <p>Section C.3.10.3.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub must be included in the total cost of the proposal.</i></p>
	<ul style="list-style-type: none"> If “on behalf”, then will the District sign software license and maintenance agreements directly or will they be transferred prior to Close? 	The transfer of hardware and software from Contractor to the District is to occur during the contract period; no later than acceptance testing, in accordance with Section C.3.9.1.
	<ul style="list-style-type: none"> If “on behalf”, then will the District sign hardware maintenance agreements directly or will they be transferred prior to Close? 	The transfer of hardware and software from Contractor to the District is to occur during the contract period, no later than acceptance testing, in accordance with Section C.3.9.1.
30.	<p>B.3 Price Schedule</p> <p>Based on the CLIN descriptions provided in Section F.5, all deliverables will be due to the District prior to 30 September 2009. Section B.3 identifies a Base Year (B.3.1) and an Option Year One (B.3.2). Is it correct to assume that the Base Year and the Option Year are in fact concurrent terms for spanning from contract award date to 30 September 2009?</p>	The transfer of hardware and software from Contractor to the District is to occur during the contract period, no later than acceptance testing, in accordance with Section C.3.9.1.
31.	There are at least three locations in the RFP which present the Contractor	Section C.3.10.3.9 has been amended to read as follows:

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	<p>with the option to propose implementation and rates for implementation:</p> <ul style="list-style-type: none"> Section C.3.10.3.10 (page 33) indicates “however, the contractor shall have the option to propose implementation and rates for implementation for the initial interfaces as separate line items”. Similarly, in Section F.5 Deliverables, CLIN 010 (page 57), the last sentence includes the following phrase “(the contractor shall have the option to propose implementation and rates for implementation for the initial interfaces)”. Further, Section C.3.15 (page 45) provides the option to propose implementation and rates for implementation of interfaces and web service interfaces as described in Sections C.1.2.1 and C.1.2.7. <p>It is not clear what the District's intention is for allowing such an option, nor is it clear how this option fits into the District's requirement for a fixed price contract—please explain.</p>	<p><i>The Contractor shall provide the hardware and software. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub must be included in the total cost of the proposal.</i></p> <p>Section F.5 Deliverables, CLIN 008 has been amended to read as follows: <i>Contractor shall provide hardware and software as specified in C.3.10.3.9. The total cost of the proposal must include professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software for the Hub.</i></p> <p>Section C.3.15 has been deleted in its entirety.</p>
32.	<p>Is this suggesting that there is a time and materials component to the contract which falls outside the fixed price for the purpose of adding flexibility to account for unknown aspects of the source systems?</p>	No.
33.	<p>F.4.3 & F.4.4 & F.4.5 – Disapproval of Deliverables & Resubmission of Deliverables & MAA Failure to respond</p> <p>The District is reserving 30 days to approve/disapprove deliverables, 14 days for contractor correction; 30 days for review of resubmission; and 14 day grace period for District if they have not provided response to resubmission within the 30 day window. This acceptance process can lead to a situation in which the deliverable approval may take as long as 88 business days (4.5 months elapsed time) before a deliverable might be deemed “final” and approved. In addition, there is no provision for lack of District response to the initial deliverable i.e., Section F.4.5 only applies to deliverable resubmissions rather than for both initial submissions and resubmissions.</p> <p>We recommend that this process of approval/resubmission/failure to respond be modified significantly to eliminate the risk of project delays in this fixed price 12-14 month project. Specifically, we recommend that Sections F.4.3, F.4.4, and F.4.5 be amended such that the District would have up to 7 business days to approve deliverables and resubmissions. If resubmission is required, contractor should have 7 business days to resubmit following notice in writing. If the</p>	This is not a question, and therefore cannot be answered.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	District fails to respond within 7 business days, then the deliverable is accepted as submitted originally or as revised in a resubmission.	
34.	<p>Page 105 of proposal. L.3.1.1.3.3.2 This Section references a Section C.16. No such Section exists in the RFP. Please clarify.</p>	<p>Section L.3.1.1.3.3.2 has been amended to read as follows: <i>Any proposed procedures related to the Management Reports, Reviews and Approval Process Narratives defined in Section L.3.1.1.2.</i></p>
35.	<p>Page 109 of proposal. L.3.1.2.2.2 Organization and Staffing Required Attachments The Section numbering seems to be incorrect. The Section immediately preceding this Section is L.3.1.2.1.2.5. What Sections are missing, if any (i.e., L.3.1.2.2 and L.3.1.2.2.1)? How should the sequencing be adjusted?</p>	<p>Section L.3.1.2.2.2, Organization and Staffing Required Attachments has been amended to read as follows: <i>L.3.1.2.2 Organization and Staffing Required Attachments</i></p> <p><i>L.3.1.2.2.1 An organizational chart showing:</i></p> <p><i>L.3.1.2.2.1.1 Contractor's staff to provide or contribute to the services to be provided under the contract, including, at a minimum, the Key Personnel described in Section H.23.</i></p> <p><i>L.3.1.2.2. 1.2 The organizational chart shall include the staff member's name, if available, and position; and L.3.1.2.2. 1.3 The organizational chart shall depict the reporting lines and accountability among the Contractor's staff and subcontractors as applicable.</i></p> <p><i>L.3.1.2.2.2 An organizational chart showing the organization of key functions within the plan.</i></p> <p><i>L.3.1.2.2.3 List the names and attach the resumes of the Key Personnel listed in Sections H.23. If the position is currently vacant, provide a job description.</i></p>
36.	<p>Page 109 of proposal. L.3.2.1.4.1 It appears that the follow text found on page 109 has been incorrectly inserted. Please confirm. L.3.2.1.4.1 Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.1.2;</p> <p style="padding-left: 40px;">L.3.1.2.3 Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.1.2;</p>	<p>Section L.3.2.1.4.1 has been deleted.</p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	<p style="text-align: center;">L.3.1.2.3.1 Representations and Certifications</p> <p style="text-align: center;">Contractor shall complete the following representations and certifications:</p> <p style="text-align: center;">L.3.1.2.3.1.1 Completed information in the Equal Employment Opportunity Forms, Attachment J.2;</p> <p style="text-align: center;">L.3.1.2.3.1.2 Tax Certification, Attachment J.11; and</p> <p style="text-align: center;">L.3.1.2.3.1.3 First Source Employment Agreement, Attachment J.3</p>	
37.	<p>L.3.2.1.4.1 This Section references Section L.3.2.2, but no such section exists. Please clarify.</p> <p style="text-align: center;">L.3.1.2.3 Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.1.2;</p> <p style="text-align: center;">L.3.1.2.3.1 Representations and Certifications</p> <p style="text-align: center;">Contractor shall complete the following representations and certifications:</p> <p style="text-align: center;">L.3.1.2.3.1.1 Completed information in the Equal Employment Opportunity Forms, Attachment J.2;</p> <p style="text-align: center;">L.3.1.2.3.1.2 Tax Certification, Attachment J.11; and</p> <p style="text-align: center;">L.3.1.2.3.1.3 First Source Employment Agreement, Attachment J.3</p>	<p>Section L.3.2.1.4.1 has been amended to read as follows: <i>Cost and price justifications to support the Contract Pricing and Contract Budget information provided in Section L.3.2.1.2;</i></p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
38.	We would like to request an extension of an additional 30 days to prepare a quality response that meets your needs.	The proposal due date has been extended to July 28, 2008.
39.	Reference paragraph C.1.2., page 4. The RFP describes the source systems, and those include "...and other DC Government data sources, and the capability for additional interfaces and additional systems/providers/entities..." These are open ended requirements for a fixed price contract. Can you list:	
a)	The "other DC Government data sources"	All "other DC Government data sources" are identified in Exhibit 4, on the right hand side of the graphic.
b)	The "additional interfaces"	The HUB should be designed to provide capability in accordance with Section C.1.2. However, future expansion to a large range of providers is outside the actual implementation of the scope of the proposal.
c)	The "additional systems/providers/entities"	The HUB should be designed to provide capability in accordance with Section C.1.2. However, future expansion to a large scope of providers is outside the actual implementation of the scope of the proposal.
40.	Reference paragraph C.1.2.3, page 5. The phrase "...including but not limited to..." is used to describe the required Data Matching and reconciliation. Can you list the additional data matching that is required beyond this requirement?	In Section C.1.2.4 the phrase "...including but not limited to..." includes inclusive examples, but does not comprise a comprehensive list.
41.	The phrase "...including but not limited to..." is used many times in the contract to allow flexibility to the DC Government. However, this is an open ended requirement for a Firm Fixed Price contract. There are many other open ended requirements throughout the RFP. Firm Fixed Price contracts are appropriate when the requirements are listed and solid. It would be more appropriate for this to be a Time and Materials (T&M) contract. Will the DC Government consider changing this contract to a T&M contract?	The phrase "...including but not limited to..." includes inclusive examples, but does not comprise a comprehensive list.
42.	Reference paragraph C.1.2.4, page 5. The phrases "very close to zero" and "very low false negatives" is open ended. What is the metric for 'very close' and 'very low'?	The contractor shall propose specific matching technology . The matching technology metric for "very close to zero" and "very low false negatives" is software replication of human judgment. That is, if a human can make a judgment call on a set of records to determine if they belong to the same or different physical person, then the proposed software should be able to make the same call.
43.	Reference paragraph L.3.1.1.2.1, page 102.	There is no requirement to separately price the physical diagrams

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Q #	Bidder's Question	MAA Response
	The RFP is asking for the physical diagrams, and the pricing for these physical diagrams, upon submission of our response to the RFP. However, the RFP plan is to develop and validate the requirements during the first 5 months of the effort. Will the DC Government drop the requirement for the physical diagrams and the pricing for the physical equipment until after the requirements have been validated?	requested in Section L.3.1.1.2.1. The information provided in the RFP should serve as sufficient guidance for the Offeror to create initial high level architectural diagrams. Once the award has been granted the diagrams will be further refined during the requirements and design stages.
44.	Reference paragraph C.2.4.2, page 12. The RFP is asking for an interface with the NCA-RHIO which is currently in the design phase. Can you provide the interface description and data dictionary for this system?	Section C.2.4.2 has been amended to read as follows: <i>The Hub shall not prohibit linkage with the NCA-RHIO which is currently in the design phase. Contractor shall develop and implement an ongoing process for coordination and feedback with NCA-RHIO.</i> Connectivity to the NCA-RHIO is NOT a requirement for the pilot. However, since six of the clinics in the pilot and the three hospitals would be a part of the future RHIO, future linkages with the RHIO should not be constrained or prevented by this pilot activity.
45.	Reference paragraph C.3.1.2.1, page 14; C.3.2.2.2, page 18. The RFP is asking for „predictive modeling and other enhanced capabilities...“ Can you identify or list particular predictive modeling that you want, and what other capabilities do you want?	These requirements are in the Scope of Work at Sections C.3.2.2.2, C.3.4, C.3.10.3.4, and are requirements of this RFP. The District expects the Offeror to describe their capabilities in this area based on Offeror expertise with healthcare-related hub implementations.
46.	Reference paragraph C.3.2.2.5, page 18. The RFP states that “Any enhancements done between bid and implementation will be included.” We understand that the DC Government wants all the requirements included in the final design, but this opens the contractor up to significant requirements creep that isn't appropriate for a FFP contract. Will the DC Government limit this risk by allowing for a modification in scope if there is an increase in requirements at this stage of the design?	Section C.3.2.2.5 requires the Contractor to implement the latest version available during the implementation period, even if this version has been released after the bid (i.e. Contractor bid lists “HUB1.3” software, but during the implementation timeframe Contractor releases “HUB2.1” software – then this is the version that should be used for implementation, bid notwithstanding).
47.	Reference paragraph C.3.2.3.8, page 20. The RFP states that the contractor shall conduct training. Does this include training of end users in the 3 hospitals and 6 clinics as well? Will the DC Government limit this training to Train the Trainer training, and limit the number of courses and the number of times that these courses will be delivered to end users? C.3.2.3.4 Contractor shall develop a Training Plan that includes training goals and requirements based on the various end users of the project and include training	Yes, training includes end users in the 3 hospitals and 6 clinics in accordance with Section C.3.2.3.8. Training is not limited to Train the Trainer training, nor are the courses and the number of times the courses will be delivered to end users limited, in accordance with Section C.3.2.3.5 or C.3.2.3.8.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	<p>timelines for end users</p> <p>C.3.2.3.5 Contractor shall create:</p> <p style="padding-left: 40px;">C.3.2.3.5.1 Hands-on training materials that are easily understood by both trainers and trainees and with the end user in mind, and</p> <p style="padding-left: 40px;">C.3.2.3.5.2 Self-directed, computer-based training curriculum/modules that will be available via internet.</p> <p>C.3.2.3.6 Contractor shall be responsible for scheduling training, including scheduling of venues.</p> <p>C.3.2.3.7 Contractor shall provide a process and the products necessary to update the computer-based training curriculum and modules.</p> <p>C.3.2.3.8 Contractor shall conduct training.</p>	
48.	<p>Reference C.3.2.5.1, page 21. Are Help Desk operations limited to M-F, or will it include weekend operations?</p>	<p>Help Desk operations are 7 days a week from 7 a.m. to 7 p.m. in accordance with Section C.3.2.5.1.</p>
49.	<p>Reference Paragraph C.3.2.91., page 24. Can you specify the systems, the data items, the data formats, and the amount of data for the population from historical files?</p>	<p>Data items, formats and amounts will be provided in Joint Application Development (JAD) sessions that will take place in the design phase of the contract.</p> <p>Section 3.2.9.1 has been amended to read as follows: <i>Populating the data repository with additional MMIS data (i.e., additional historical files and/or additional files) and internal District government data through direct interface between DOH individual systems as well as Safe Passages that is external to Medicaid,</i></p>
50.	<p>Reference paragraph C.3.2.9.2, page 24.</p>	<p>Please reference Section C.3.10.3.4, Analysis and Reporting Tools.</p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	What analytical tools are required? Please list these tools and the systems and data elements that they will be used for processing.	
51.	Reference paragraph C.3.3, page 25. What other District government agencies will be used to populate the central or virtual MIIS EHR repository?	The District government agencies used to populate the central Patient Date Hub repository are identified in Exhibit 4 on the right hand side of the graphic. There is no virtual repository.
52.	Reference paragraph C.3.8, page 27. How long is the “transition period” expected to last?	Section C.3.8.1 has been amended to read as follows: <i>The Contractor shall be responsible for maintaining the Hub through a transition period through the Close Date and providing assistance in solving problems, including but not limited to malfunctions in software applications, operating systems and systems hardware, policy and operational parameters, and shall provide assistance to District staff/ Contractors and stakeholders in providing solutions to these problems. All calls received are handled in a timely manner.</i>
53.	Reference paragraph C.3.9, page 28. Please specify the turnover requirements to be specified by the MAA.	Section C.3.9.1 has been amended to read as follows: <i>The Contractor will develop and submit a turnover plan to the District for its approval. The District shall approve the turnover plan. The Contractor shall abide by the requirements.</i> Section C.3.2.19.7 has been amended to read as follows: <i>turnover plan</i> Section F.5, CLIN 001 Planning Task Requirements, 001F h, has been amended to read as follows: <i>Turnover Plan,</i> Section F.5, CLIN 001 Planning Task Requirements, 001F i, has been amended to read as follows: <i>As specified in C.3.2.1.19.</i>
54.	Reference paragraph C.3.9.3.2, page 28. How long is “a limited period of time”?	The “...limited period of time...” referenced in Section C.9.3.2 spans from when the system becomes operational to the end of the contract.
55.	Reference paragraph C.3.10.2.3, page 30. The RFP asks that the contractor “provide connections to source systems...” Will these connections be paid for by this contract, or will the contractor	Connection to the source systems will be paid for directly through the contract.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	arrange for the connections, or the upgrade of the connections, and the DC Government will fund and have the connections installed?	
56.	<p>Reference paragraph C.3.10.2.4, page 30. The RFP requires that the contractor shall “Have the ability to link all electronic health and human services records no matter where the records were generated or are stored.” This is very wide open. Will the DC Government limit this requirement to those systems that are compatible with, or those systems that will develop interfaces that are compatible with, the proposed interfacing requirements?</p>	No.
57.	<p>Reference paragraph C.3.10.2.8, page 31. The RFP asks for “A number of indexes...” Will the DC Government list the indexes and, the source systems, and the data formats for these indexes?</p>	<p>Please see Section C.3.10.2.8.</p> <p>This information will be will be provided in Joint Application Development (JAD) sessions that will take place in the design phase of the contract.</p>
58.	<p>Reference paragraph C.3.10.3, page 32. The RFP asks that the “...hub shall hold data designated by MMA...” Please provide the data type, format, and volume so that the storage and processing requirements can be estimated.</p>	<p>Formats should be consistent with national standards.</p> <p>The specifications will depend on what the Contractor proposes. The District anticipates that at least a few thousand users will access the pilot Patient Data Hub. Depending on the success of the system, there may be additional users. The system should be scalable for substantial growth.</p> <p>In addition, Medicaid enrollment is approximately 150,000 recipients.</p>
59.	<p>Reference paragraph C.3.10.3.4, page 32. Please describe the Analysis and Reporting Tools that the contractor is to develop, to include data mining tools, and pattern recognition tools, among others.</p>	Please see Section C.3.10.3.4 Analysis and Reporting Tools.
60.	<p>Reference paragraph C.3.11.3, page 34. This paragraph is missing words. Please clarify.</p>	<p>Section C.3.11.3 has been amended to read as follows: <i>The record locator service shall allow for all necessary information, as determined by the District, to be transmitted between the Hub and the Source, including but not limited to physical health, mental health, substance abuse treatment, dental and public health.</i></p>
61.	<p>Reference paragraph C.3.12.3.4, page 35. The RFP requires that the contractor “provide MAA with the ability to access almost all sources of patient medical history, both outside of DOH and within DOH.” Please bound this requirement by identifying the systems and locations</p>	This information will be will be provided in Joint Application Development (JAD) sessions that will take place in the design phase of the contract.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	of systems from which EMR data will be accessed.	
62.	Reference paragraph C.3.12.3.5, page 35. How will the DC Government access “the ability to transform patient expectations...?”	Section C.3.12.3.5 has been amended to read as follows: <i>Provide MAA with the ability to improve patient health care and outcomes by providing the right care at the right time, avoiding diagnostic and care duplication, and speeding up approvals for Medicaid provider reimbursement.</i>
63.	Reference paragraph C.3.12.4.9, page 36. Please define or list the “additional relevant information ...” required.	Section C.3.12.4.9 has been amended as follows: Section C.3.12.4.9 has been deleted in its entirety. A new Section C.3.12.4.9 has been added: <i>Unique Identifiers (IDs) and Master Patient Indexes (MPIs) from disparate data sources.</i>
64.	Reference paragraph C.3.13.8, page 43. Does the DC Government want the contractor space to be in DC Government space?	No. However, Contractor shall be required to comply with the meeting requirements described throughout Section C.
65.	Reference paragraph C.3.13.10.2, page 43. Does the DC Government have an independent government estimate (IGE) for the Level of Effort (LOE) for the District employees that are expected to support this effort?	No, the District employees LOE will depend on the Offeror's approach and solution.
66.	Reference paragraph C.3.14.2.1, page 45. Does the DC Government want the contractor to provide training to end-users? If so, how many end users are there, and what training should end-users receive?	Yes, training includes end users in the 3 hospitals and 6 clinics in accordance with Section C.3.2.3.8. Training is not limited to Train the Trainer training, nor are the courses and the number of times the courses will be delivered to end users limited in accordance with Sections C.3.2.3.5 or C.3.2.3.8. While the District cannot identify a maximum number of users, it is anticipated that at least a few thousand users will access the pilot Patient Data Hub. Depending on the success of the system, there may be additional users. The system should be scalable for substantial growth.
67.	This is a very large and complex RFP and response. Will the DC Government consider an extension to 30 June 2008 for the submission date?	The proposal due date has been extended to July 28, 2008.
68.	The District has requested a complex solution that requires a detailed response to allow the District to determine the best partner to meet its needs for the project. Would the District please consider extending the due date by at least four (4) weeks to allow vendors sufficient time to formulate a thorough and	The proposal due date has been extended to July 28, 2008.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
	responsive proposal?	
69.	2 - Section B.3 Please confirm that the unit price per CLIN and the total price per CLIN should be the same amount.	For items other than hardware and software pricing, the unit price is the same as the total price.
70.	33 - C.3.10.3.9 Please describe what the District desires in terms of legal support.	Contractors are to provide legal support as referenced in Sections C.1.2.8, C.3.10.3.9, and L.3.1.1.1.8. Legal support includes the provision of legal advice (the District can exercise discretion to act on such advice).
71.	34 - C.3.12.2 Response times are heavily dependent on response rates from other systems where needed data resides. How does the District plan to account for such variables outside the control of the vendor?	The District is looking for Offeror proposals containing creative solutions that address these issues.
72.	45 - C.3.15 Section C.3.15 Option Requirements states: "The qualified contractor shall have the option to propose implementation and rates for implementation for the initial interfaces with source systems as identified in C.1.2.1 and user and web services interfaces as identified in C.1.2.7. These rates shall be binding for work related to the future expansion of the HUB as described in C.1.2.1." Please confirm that the costs/ rates for this should be separate from the firm fixed price in Section B3.	Section C.3.15 has been deleted in its entirety.
73.	Page Attachment J.2.5 Cost / Price Data Package Section 2.1.2 Section 2.1.2 states: "Labor, other direct costs, indirect costs and profit shall be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation of the variation(s) of rates." Please identify what the recommended rates for these items for DOL and DCAA are.	The Department of Labor recommended rates can be viewed at www.dol.gov .
74.	Attachment J.2.5 Cost / Price Data Package Table 3.1.4 Table 3.1.4 states in Note 1: "Attach resume for each name on the list. The names on the list and the resumes are to be in the same order." Should resumes be located in the technical proposal only?	Yes, resumes should be located in the technical proposal only.
75.	In reference to the subject solicitation DCTO-2008-R-0165, Clause 9 Indemnification of the Standard Contract provisions is very broad and unlimited. Will the District of Columbia consider alternative language for Clause 9 Indemnification in the Standard Contract Provisions.	No.
76.	What is your standard procedure for service vendors?	The District is unclear as to what "service vendors" is referencing.

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
77.	Please clarify the Department of Health's position on small business participation (what advantage to the vendor/contractor)	Please see Section M.6.
78.	Would the initial proposed staffing would be exempt from the DC Hire requirement which should only apply to new additions to the team.	Yes.
79.	Would the District of Columbia provide a 2 week extension on DCTO-2008-R-0165	The proposal due date has been extended to July 28, 2008.
81.	Given the sophistication of the questions posed in the RFP, and our desire to provide the highest quality response, we respectfully request a two week extension of the Office of Contracting and Procurement.	The proposal due date has been extended to July 28, 2008.
82.	In C.1.2.3 it is mentioned that the data hub schema will be required to be provided. Is there a mechanism to protect this information, since it is part of a licensable commercial product, and the proposal responses will become public domain?	Proprietary information will remain proprietary after contract award. All Contractor documents should identify proprietary information by providing an identifier such as, "This data is proprietary," on each document page.
83.	In C.2.4.2 who is the NCA RHIO point of contact and who is their primary integrator?	<p>An NCA-RHIO contact is not being provided.</p> <p>Connectivity to the NCA-RHIO is NOT a requirement for the pilot. However since six of the clinics in the pilot and the three hospitals would be a part of the future RHIO, future linkages with the RHIO should not be constrained or prevented by this pilot activity.</p> <p>Section C.2.4.2 has been amended to read as follows: <i>The Hub must not prohibit linkage with the NCA-RHIO which is currently in the design phase. Contractor must develop and implement an ongoing process for coordination and feedback with NCA-RHIO.</i></p>
84.	For section: "C.3.6.1 Application Testing" How can we get a copy of the OCTO/[x] testing procedures we are required to be compliant with?	<p>Section C.3.6.1. has been amended to read as follows: <i>Immediately upon approval of the requirements and the design document, the Contractor shall begin development of the Test Plan, Test Scenarios, and Test Scripts. The Contractor shall consult with the DC Project Management Team as to the test priorities and shall modify the Test Plan as needed to reflect the impact of any Change Orders as they occur. All testing will conform to the OCTO/HSMP standard system testing polices and procedures. At a minimum, testing will include:</i></p> <p>A high level summary of the testing provisions is as follows:</p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
		<ul style="list-style-type: none"> i. Test in the “Integration” environment: full functionality, small amount of data ii. Test in “UAT” environment: full functionality, data volume is close to production volume iii. Performance/load tests in UAT iv. Formalized requirements document and test plan based on this document; both deliverables approved by DC prior to any testing v. Functional and performance tests for both UI and back-end processing, including all data transfers vi. Regression testing automated to the largest possible degree vii. Functional testing includes user access control viii. If any web services are exposed to be consumed by external systems – testing application for each service (or one application that calls several of these services) with the source code and compile/deploy instructions ix. Ticketing system to create and track tickets (defects, changes etc) that ties ticket to the modified code and supports approval chain and state history (i.e. create-assign-open/workon-resolve-(re-open or close)). DC can enable Contractor accounts on existing Rational platform hosted by DC. x. All platform configurations should be tested (and will be tested at UAT); all environments should be created by scripts to the largest possible degree; remaining manual steps should be clearly described in installation instruction. (This is applicable to tasks like Oracle or Websphere installation and configuration etc). Tester should be able to create/initialize environment based on the instruction and available scripts.
85.	C.3.10.1.3: have any of the required data use agreements mentioned in this section been signed, and if so what are their contents. If not is any “framework” for the DUA’s available for review?	<p>None of the agreements have been signed.</p> <p>There is no “framework” available for review.</p>
86.	It is called out in numerous locations in the proposal that the prime is to manage the procurement of hardware and software separately from this proposal. Can the proposer include software licenses and/or hardware in their bid if it is required to deliver the data hub functionality?	<p>Section C.3.10.3.9 has been amended to read as follows: <i>The Contractor shall provide the hardware and software. Professional services costs associated with setup, configuration, software development, deployment and maintenance of equipment and software</i></p>

Offeror Questions for RFP DCTO-2008-R-0165 – Patient Data Hub

Q #	Bidder's Question	MAA Response
		<i>for the Hub must be included in the total cost of the proposal.</i>
87.	Please provide the total number of unique IDs/MPIs for each of the 3 hospital systems to be integrated, as well as the aggregate number from the 6 clinics.	This information is not known at the present time and will be determined in Requirements Analysis.
88.	Could you please provide more information available about the types of interfaces and data being provided via the "Safe Passage" system(s).	Please see the Responses to Question 12 and 13.
89.	Could you please provide more information about the types of data and interface details associated with the IT infrastructure of the Enrollment Broker and the EQRO? E.g. will the enrollment broker simply use an HL7 ADT message to indicate an enrollment event?	No.
90.	Can the proposer include relevant past performances from a subcontractor towards its requirement to provide 5 relevant instances of past performance?	Past performances from a subcontractor cannot be included as a relevant instance of past performance. However, such a reference is welcome as additional information.
91.	The Patient Data Hub project is a very important project to the District. We also understand the complexity inherent in a project of this nature. In order to put together a proposal that meets and/or exceeds the District's requirements, minimizes risk to the District and the vendor, reflects the best thinking the industry has to offer, and promotes competition we respectfully request a two week extension.	The proposal due date has been extended to July 28, 2008.
92.	Beyond the initial 3 year threshold, what is the max length of time information/data must be maintained and made available for?	The Contractor should assume that data shall be maintained in perpetuity.
93.	Could you please provide more definition of what your expectations are for legal support and policy support?	Contractors are to provide legal support in accordance with Sections C.1.2.8, C.3.10.3.9, and L.3.1.1.1.1.8. Legal support includes the provision of legal advice (the District can exercise discretion to act on such advice). Contractors are to provide policy support in accordance with Sections C.1.2.8, and L.3.1.1.1.1.8.
94.	Could you please clarify if data migration will include a back-load of data for immediate historical perspective in the CDR or will data accumulate from day-1 forward?	Data migration composition will be determined during the Joint Application Development (JAD) sessions that will take place in the design phase of the contract.
95.	Could you please define "point-of-care" in the context of this project?	Point of care is the place where the provision of health care occurs (e.g. a clinic or hospital setting) at the participating organizations.
96.	Could you please define "record"? Does a record consist of a single line or full HL7 transaction?	A record is a collection of electronic health information concerning an individual patient. A record forms part of the Electronic Health Record-

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Q #	Bidder's Question	MAA Response
		<p>system (EHR-system), in accordance with Section C.1.4.3.</p> <p>A record consists of more than a single line or a full HL7 transaction.</p>
97.	Could you please define “Certified” for Certified Project manager?	<p>Section C.3.13.5.3.1.1 has been amended to read as follows: <i>A certified Project Manager (PM) shall hold an external Project Management Professional certification such as PMP.</i></p> <p><i>A PM with a minimum of an undergraduate degree and a minimum of two (2) years experience in project management in a project of similar scope and complexity with experience in electronic health information exchange preferred, who shall have day to day responsibility for supervising the performance and obligations under this Contract as well as receive policy direction from the COTR. The PM shall demonstrate overall understanding of electronic health information exchange, specific technical, training, policy, operations and marketing, customer service and quality improvement requirements requested in order to successfully fulfill the obligations of this Contract.</i></p>
98.	<p>Section L.3.1.2.1.2.3.8 References section L.2 for instructions on where and to whom to submit the Past Performance Evaluation Form. Section L.2 does not contain any instructions. Could you please provide instructions for the submission of the Past Performance Evaluation forms?</p>	<p>Section L.3.1.2.1.2.3.8 has been amended to read as follows: <i>Contractor shall forward the Past Performance Evaluation Form attached in Section J.1.4 to each business reference listed above for completion with instructions to return the completed form to the address identified in Box 8 of the Solicitation, Offer, And Award cover page prior to the closing date established for the solicitation and described in Section L.4.</i></p>
99.	<p>C.3.6.1 states that all testing conform to OCTO/[x] SMP standard system testing policies and procedures. The system testing policies and procedures were not included in the RFP. Could you please provide the OCTO's (x) SMP Standard System Testing Policies?</p>	<p>Section C.3.6.1. has been amended to read as follows: <i>Immediately upon approval of the requirements and the design document, the Contractor shall begin development of the Test Plan, Test Scenarios, and Test Scripts. The Contractor shall consult with the DC Project Management Team as to the test priorities and shall modify the Test Plan as needed to reflect the impact of any Change Orders as they occur. All testing will conform to the OCTO/HSMP standard system testing polices and procedures. At a minimum, testing will include:</i></p> <p>A high level summary of the testing provisions is as follows:</p>

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Q #	Bidder's Question	MAA Response
		<ul style="list-style-type: none"> xi. Test in the "Integration" environment: full functionality, small amount of data xii. Test in "UAT" environment: full functionality, data volume is close to production volume xiii. Performance/load tests in UAT xiv. Formalized requirements document and test plan based on this document; both deliverables approved by DC prior to any testing xv. Functional and performance tests for both UI and back-end processing, including all data transfers xvi. Regression testing automated to the largest possible degree xvii. Functional testing includes user access control xviii. If any web services are exposed to be consumed by external systems – testing application for each service (or one application that calls several of these services) with the source code and compile/deploy instructions xix. Ticketing system to create and track tickets (defects, changes etc) that ties ticket to the modified code and supports approval chain and state history (i.e. create-assign-open/workon-resolve-(re-open or close)). DC can enable Contractor accounts on existing Rational platform hosted by DC. <p>All platform configurations should be tested (and will be tested at UAT); all environments should be created by scripts to the largest possible degree; remaining manual steps should be clearly described in installation instruction. (This is applicable to tasks like Oracle or Websphere installation and configuration etc). Tester should be able to create/initialize environment based on the instruction and available scripts.</p>
100	Could you please provide the names of the three hospitals included in the scope of this pilot? At the prebidders conference you stated they were Washington Hospital Center, National Rehabilitation Hospital, and Georgetown Hospital.	This is correct.
101	Could you please confirm your expectation that the only hospital system we need to interface with is Microsoft Amalga (formerly Azyxxi)? Does each of these hospitals have a separate Azyxxi environment or do they have one Microsoft Amalga (formerly Azyxxi) enterprise environment.	For the purposes of the pilot project, each hospital has a separate Amalga environment and there is a combined enterprise environment.

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Q #	Bidder's Question	MAA Response
102	Could you please provide the names of the health centers included in the scope of this project?	The included health centers are as follows: So Others May Eat (SOME), Bread for the City, Whitman-Walker Clinic, Mary's Center, Family Medical Counseling Services, La Clinica del Pueblo.
103	Could you please confirm your expectation that the only health center system we need to interface with is eClinical works?	For implementation during the pilot project, yes, however, the capability must exist for multiple clinic system interfaces beyond those of the pilot project.
104	Could you please provide us with the type and level of commitment that MedStar has made to this project?	Both the hospitals and the health centers have indicated a willingness to support this project.
105	Could you please provide us with the type and level of commitment that the six health centers have made to this project?	Both the hospitals and the health centers have indicated a willingness to support this project.
106	How will the costs incurred by these outside entities (hospitals and health centers) be funded? Will they be funded through investment, separate grant funds, out of the MTG, prime contractor allocating funding, or other format?	This issue will be considered during the Joint Application Development (JAD) sessions that will take place in the design phase of the contract.
107	Could you provide us with the maximum number of end users that are to be trained are part of this effort?	While the District cannot identify a maximum number of users, it is anticipated that at least a few thousand users will access the pilot Patient Data Hub. Depending on the success of the system, there may be additional users. The system should be scalable for substantial growth.
108	Would you accept proposals with alternative payment schedules?	No.