



THE HSC HEALTH CARE SYSTEM

**Health Services for Children
with Special Needs, Inc.
(HSCSN/NET)**

**REQUEST FOR PROPOSAL
INTEGRATED MANAGED CARE SYSTEM (IMCS)
INFRASTRUCTURE IMPROVEMENT SERVICES (IIS)
PROJECT**

TERMS AND CONDITIONS RELATED TO RFP# HSCSN-0001

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Sealed Proposals

MAIL or HAND DELIVERY ONLY
Due Date: 2:00 PM Eastern Standard Time (EST), December 1, 2011



HEALTH SERVICES FOR CHILDREN WITH SPECIAL
NEEDS

Integrated Managed Care System
Infrastructure Improvement Services

RFP #HSCSN-001



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1 PROCUREMENT OVERVIEW

1.1 Purpose

Health Services for Children with Special Needs, Inc. (HSCSN) is replacing several existing systems for an integrated solution that fully integrates its business processes. HSCSN would prefer the integrated solution to come from the same Offeror. HSCSN may select multiple Offerors if determined to be in HSCSN's best interest. Offerors are encouraged to bid on all systems they can supply, and are required to provide separate pricing for each application. HSCSN encourages Offerors to team together to provide as integrated a solution as possible.

1.2 Authority

This Request for Proposal (RFP) is issued under the authority of the HSC Health Care System. All prospective contractors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid executed proposal by any prospective contractor shall constitute admission of such knowledge on the part of each prospective contractor. Any Bid Proposal submitted by a prospective contractor that fails to meet any published requirement of the cited authorities may be rejected without further consideration at the option of HSCSN.

1.2.1 Procurement Timetable

The following timetable is the estimated and anticipated timetable for the RFP and procurement process.

Table 1 Procurement Timetable

Release RFP for Bids	November 8, 2011
Deadline for Written Questions	November 22, 2011
Response to Questions Posted	November 29, 2011
Proposal Deadline	December 1, 2011 (2:00 EST)
Evaluation of Proposals	December 2 - 16, 2011
Presentations/Demonstrations for Short-List Offerors	December 19 – 30, 2011
Notification of Contract Award	January 23, 2012
Contract Start Date	February 1, 2012
Configuration, Design, and Testing Timeframe	February 1 – October 13, 2012
Implementation Date	October 15, 2012

A more detailed schedule of project phases and anticipated timeframes are available in the Bidder's Library. HSCSN reserves the right to amend the timetable in the best interest of HSCSN. Changes to this timetable and amendments will be posted in the Bidder's Library.



1.3 Procedure for Submitting Questions

Multiple questions may be submitted per submission. Written answers will be available no later than 5:00 p.m. EST, November 29, 2011, via the HSCSN web site at <http://www.hscsn-net.org/>. Questions and answers will become a part of the RFP as an attachment. Written responses provided for the questions will be binding.

Questions should be sent to:

HSCSN
Gene Greer, Chief Information Officer
1101 Vermont Ave NW
Washington, District of Columbia 20005

OR EMAIL: GGreer@hospsc.org
REF: TERMS and Conditions related to RFP# HSCSN-0001

1.4 Proposal Submission Requirements

Proposals must be submitted in two parts: Technical Proposal and Business Proposal.

See transmittal requirements for the Technical Proposal in the RFP document.

The Business Proposal must be submitted under separate sealed cover must be received by HSCSN no later than 2:00 p.m. EST, on Thursday, December 1, 2011. Any proposal received after this date and time will be rejected and returned unopened to the Offeror. Bid Proposals should be delivered to:

HSCSN
Gene Greer, Chief Information Officer
1101 Vermont Ave NW
Washington, District of Columbia 20005

The outside cover of the package containing the Technical Proposals shall be marked:

REF: TERMS and Conditions related to RFP#
(Name of Offeror)

The outside cover of the package containing the Business Proposals shall be marked:

REF: HSCSN-0001
(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by HSCSN. The parties submitting proposals are responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and the



parties assume all risks of delivery. No facsimile proposals will be accepted. The proposal must be signed in blue ink by an authorized official to bind the Offeror to the proposal provisions. Proposals and modifications thereof received by HSCSN after the time set for receipt or at any location other than that set forth above will be considered late and will not be considered for award.

1.5 Procurement Approach

The major steps of the procurement approach are described in detail in Section 2 of this RFP. Proposals must be submitted based on the format and content are each specified in Section 3.16.3 of this RFP.

1.5.1 Offeror Definition

HSCSN has differentiated requirements that must be met pre-contract award by all Offerors from requirements that must be met post-contract award. The term “**Offeror**” will denote that a requirement must be met or a deliverable submitted pre-contract award as part of the proposal package.

1.5.2 Contractor Definition

The term “**Contractor**” denotes a requirement that must be met or a deliverable submitted post-contract award by the selected Contractor.

1.6 Organizations Eligible To Submit Proposals

To be eligible to submit a proposal, an Offeror must provide documentation for each requirement, as specified below:

- The Offeror has not been sanctioned by a State or Federal government within the last 10 years
- The Offeror must have experience in contractual services providing the type of services described in this RFP
- The Offeror must be able to provide each required component and deliverable, as detailed in the Scope of Work
- The Offeror must identify any previous contract where they were terminated before the final solution was operational
- Out-of-state Offerors must comply with the District of Columbia requirements and regulations authorizing the Offeror to transact business in the District of Columbia before a contract can be executed

1.7 Accuracy of Statistics



All statistical information provided by HSCSN in relation to this RFP represents the best and most accurate information available to HSCSN from HSCSN records at the time of the RFP preparation. HSCSN, however, disclaims any responsibility for the inaccuracy of such data and should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract rejection by any Offeror. The Offeror shall account for sizing the system for legislation, such as the current Healthcare Reform, which may result in an increase in Medicaid enrollment around the 2014/2015 timeframe. Neither shall such inaccuracy nor named legislation constitute a basis for renegotiation of any payment rate after Contract award. Statistical information is available on the HSCSN web site.

1.8 Information Electronically Available

The materials listed below are on the Internet for informational purposes only. This electronic access is a supplement to the procurement process and is not an alternative to official requirements outlined in this RFP. This RFP, Terms and Conditions, RFP Questions and Answers (following official written release), and RFP Glossary will be posted in the Bidder's Library, which can be accessed from HSCSN web site <http://www.hscsn-net.org/>. Information concerning services covered by HSCSN and a description of HSCSN organization and functions can also be found on the HSCSN web site. HSCSN Annual Report Summary (<http://www.hscfoundation.org/Publications>) provides information on beneficiary enrollment, program funding, and expenditures broken down by types of services covered in the HSCSN for the respective fiscal years.



2 RULES OF PROCUREMENT AND GENERAL INFORMATION

2.1 Intent of the Procurement Process

It is the intent of the procurement process to ensure the fair and equitable treatment of all persons and Offerors. The procurement process provides for the evaluation of proposals and selection of the winning proposal in accordance with HSCSN policies and procedures. This RFP is designed to provide Offerors with the information necessary to prepare a competitive Bid Proposal. The RFP process is intended to provide HSCSN with competitive information to assist in the selection of a Contractor to provide the desired services. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

HSCSN will award the Contract to the Offeror(s) whose offer is responsive to the solicitation and is most advantageous to HSCSN in price, quality and other factors considered. HSCSN reserves the right to make the award to an Offeror other than the Offeror bidding the lowest price when it can be clearly demonstrated to the satisfaction of HSCSN that award to the low Offeror would not be in the best interest of HSCSN.

2.2 Issuing Officer

This RFP is issued by HSCSN. The individual listed below is the sole point of contact from the date of the release of the RFP until contract award.

Chief Information Officer Name: Gene Greer
Address: 1101 Vermont Ave NW,
Washington, DC 20005
Telephone Number: 202-467-2737
Email address: GGreer@hospsc.org

2.3 Qualifications of Offerors

Each corporation shall report its corporate charter number in its transmittal letter or, if appropriate, have attached to its transmittal letter a signed statement to the effect that said corporation is exempt from the above described, and set forth the particular reason(s) for exemption. All corporations shall be in full compliance with all District laws regarding incorporation or formation and doing business in the District of Columbia and shall be in compliance with the laws of the State in which they are incorporated, formed, or organized.

HSCSN may make such investigations as necessary to determine the ability and commitment of the Offeror to adhere to the requirements specified within this RFP and its proposal, and the Offeror shall furnish to HSCSN all such information and data for this purpose as may be



requested. HSCSN reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capability to fulfill the requirements of the contract. HSCSN reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy HSCSN that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the items contemplated.

HSCSN reserves the right to (a) reject any and all proposals, (b) to request and evaluate best and final offers (BAFOs) from some or all of the respondents, (c) to negotiate with the best proposed offer to address issues other than those described in the proposal, (d) to award a contract to other than the low Offeror, or (e) not to make any award if it is determined to be in the best interest of HSCSN.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions.

2.4 Rules of Procurement

To facilitate the HSCSN procurement, various rules have been established and are described in the following paragraphs.

2.4.1 Restrictions on Communications with HSCSN Staff

Offerors and/or their representatives are not allowed to communicate with any HSCSN staff regarding this procurement from the issue date of this RFP until a Contractor is selected and the Contract is signed, except for the following:

1. The Chief Information Officer, Gene Greer.
2. The HSCSN Project Manager, Bruce Ardis.
3. The HSCSN representatives during presentations.

HSCSN shall reserve the right to reject any proposal for violation of this provision.

This provision does not apply to communications between HSCSN and the present Contractor on matters relating to the internal course of business under the current Contract.

2.4.2 Amendments

HSCSN reserves the right to amend the RFP at any time prior to the date for proposal submission. All amendments will be accessible through a link posted to the HSCSN web site at <http://www.hscsn.org>. Offerors will be notified when amendments are released.



2.4.3 Cost of Preparing Proposal

Costs of developing the proposals are solely the responsibility of the Offeror. HSCSN will provide no reimbursement for such costs. Any costs associated with any presentations to HSCSN will be the responsibility of the Offeror and will in no way be billable to HSCSN. HSCSN plans to conduct site visits. If site visits are made, HSCSN's cost for such visits will be the responsibility of HSCSN and the Offeror's cost will be the responsibility of the Offeror and will in no way be billable to HSCSN.

2.4.4 Acceptance of Proposals

After receipt of the proposals, HSCSN reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by HSCSN. However, HSCSN reserves the right to request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of HSCSN. Where HSCSN may waive minor irregularities as determined by HSCSN, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

HSCSN reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. HSCSN will award the contract to the Offeror whose offer is responsive to the solicitation and is most advantageous to HSCSN in price, quality, and other factors considered. HSCSN reserves the right to make the award to an Offeror other than the Offeror bidding the lowest price when it can be demonstrated to the satisfaction of HSCSN that an award to the low Offeror would not be in the best interest of HSCSN.

2.4.5 Rejection of Proposals

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award for all modules that the Offeror is providing. Offers may submit proposal for Care Management or Claims Management system only. HSCSN reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-responsive. HSCSN further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.



4. An authorized representative of the party does not sign the proposal.
5. The proposal contains false or misleading statements or references.
6. The proposal ultimately fails to meet the announced requirements of HSCSN in some material aspect.
7. The proposal price is clearly unreasonable.
8. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
9. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
10. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.

2.5 Verification of Bid Proposal Contents

The content of a Bid Proposal submitted by an Offeror is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.6 Proposal Amendments and Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to HSCSN, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. HSCSN will not merge, collate, or assemble proposal materials.

Unless requested by HSCSN, no other amendments, revisions, or alterations to proposals will be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

2.7 Disposition of Proposals

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by HSCSN shall upon receipt become and remain the property of HSCSN. HSCSN will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.



2.8 Best and Final Offers

The Chief Information Officer may make a written determination that it is in HSCSN's best interest to conduct additional discussions or change the HSCSN's requirements and require submission of best and final offers (BAFOs). The Chief Information Officer shall establish a date and time for the submission of BAFOs. Otherwise, no discussion of or changes in the bids shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another BAFO, their immediate previous offer will be construed as their BAFO.

2.9 Evaluation of Bid Proposals Submitted

Bid Proposals submitted in a timely manner and meet the mandatory submittal requirements will be reviewed and evaluated in accordance with this section of this RFP. HSCSN will not necessarily award any contract resulting from this RFP to the Offeror offering the lowest cost to HSCSN. Instead, HSCSN will award the contract to the compliant Offeror whose Bid Proposal receives the most points in accordance with the evaluation criteria set forth in Section 2.10 of this RFP. The recommendations for award of contracts presented by the Selection Committee are subject to final approval and signoff by the Executive Management Team.

2.9.1 Oral Presentations

Offerors submitting responsive proposals may be given the opportunity to make an oral presentation. The purpose of the oral presentation is to provide an opportunity for the Offeror to present its proposal and credentials of proposed staff and to respond to any questions from HSCSN.

The presentation will occur at HSCSN, 1101 Vermont NW, Washington, DC 20005. The determination of participants, location, order, and schedule for the presentations is at the sole discretion of HSCSN and will be provided during the Evaluation process. The presentation can include slides, graphics, and other media selected by the Offeror to illustrate the Offeror's Bid Proposal.

The presentation shall not materially change the information contained in the Bid Proposal. The original proposal cannot be supplemented, changed, or corrected either in writing or orally. The Offeror's presentation team shall include, at a minimum, the proposal Transition and Implementation Project Manager (if different from the proposed Account Manager), Director or Account Manager, Systems Manager. HSCSN reserves the right to limit the number of participants in the Offeror's presentation.

2.9.2 Review for Financial Viability

The Bid Proposal of the Offeror who receives the most points in accordance with the evaluation criteria is subject to a review for financial viability. HSCSN may designate a third-party agency to conduct a review of financial statements, and financial references that are provided in the Company Financial Information section of the Bid Proposal.



2.9.3 Reference Checks

HSCSN reserves the right to contact any reference provided in the Offeror's response as a means to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, and to discuss the Offeror's qualifications and the qualifications of any key personnel or subcontractor(s) identified in the Bid Proposal.

2.9.4 Experience and Qualifications

The Offeror must include qualifications for itself and each identified Subcontractor related to the following areas:

- An organizational chart displaying the overall business structure, including how and where the proposed project fits into the Offeror's organizational structure
- Evidence of the qualifications and credentials of the Offeror in terms of proven successful experience through similar projects of like size and scope
- The number and a description of recent similar projects successfully completed
- A statement specifying the extent of Offeror's responsibility and experience on each described project
- Experience in successful claim processing system takeover, implementation, and enhancement in the last three years
- Experience in successful care management system takeover, implementation, and enhancement in the last three years
- Experience implementing Service Oriented Architecture (SOA) technology and federated web services
- Experience in working successfully with health care providers
- Experience with Health Insurance Portability and Accountability Act (HIPAA) regulations and HIPAA compliance requirements
- Experience supporting customers with National Committee for Quality Assurance (NCQA) certification

For each referenced project or contract, the Offeror shall provide a description of work performed, the time period of the project or contract, the staff months required, the contract amount, and a customer reference (including current phone number and email address). The Offeror shall clearly indicate which of the projects or contracts are commercial, Medicare, or Medicaid-related.

2.9.5 Past Performance

HSCSN may use past performance of an Offeror to determine whether the Offeror is "responsible." Documentation that is current within the last three years should support the past performance. This written documentation provided by the Offeror must be on file with HSCSN



Chief Information Officer at the time of the Proposal Opening. Documentation may be in the form of a written or an electronic report, an Offeror Performance Report, a signed and dated memo, or any other appropriate authenticated notation of past performance.

2.9.6 Client References

Offerors must submit a minimum of three separate client references. If the Offeror is proposing subcontractors, the Proposal should include a minimum of three separate client references for each subcontractor or give an explanation as to why three references are not available. HSCSN reserves the right to contact the references listed in the Offeror's Proposal as well as other references who may attest to the Offeror's work experience.

Offeror must demonstrate they possess the Key Personnel for this Product.

HSCSN requires the Offeror submit the following information as part of its client references:

- **Client Contact Information.** Offeror must provide a current or recent client's contact information (name, title, phone number, email address, company name, and correct mailing address). An alternate client contact in such case the State cannot reach the first client contact must also be provided. Failure to provide a similarly situated client's contact information, or to submit client contact information that is deemed inaccurate or materially out of date as a reference may result in the State's refusal to consider the client reference as part of its Offeror evaluation and as a result, reject the Offeror's Proposal.

NOTE: The client contact information must represent an individual with proper authority and span of control inside the client organization. They **must not** be a coworker or a distant client contact within the Offeror's corporate organization, subsidiaries, partnerships, etc.

- **Purpose or Statement of Objectives.** Offeror must provide the client's purpose or statement of objectives using the Product, and for clarity provide the recognizable client project name for client recollection of their working relationship.
- **Dates and Detailed Experience.** Offeror must provide a timeline, beginning month and year and an ending month and year, of a similarly situated client's project phases, milestones, and key deliverables in order to reflect the actual "hands-on work" performed and the duration of the work performed, not simply the submission of a statement of relationship longevity to the client.
- **Description of How the Offeror's Past Applies.** Offerors must be specific in their descriptions. The Offeror may wish to articulate how they overcame the environmental, political, regulatory, technological, and/or economic landscape, the organizational capability and capacity, and the change management challenges of past client projects to successfully implement the Product at a similarly situated client or alternate client site.



2.9.7 Management Letter/Auditor Opinion

Offerors must submit a copy of the “Management Letter and Auditor’s Opinion” from external auditors that was prepared in conjunction with the most recent annual audit. If it identifies any findings or concerns, include a brief description of any corrective action(s) taken to resolve them. If no audit has been performed, provide an explanation and submit a copy of the most recent annual financial statements or an explanation of why the financial statements cannot be provided. The “Management Letter and Auditor’s Opinion” is not the auditor’s cover letter; it is the auditor’s letter to the agency management that describes any audit findings and recommendations.

2.9.8 Information from Other Sources

HSCSN reserves the right to obtain and consider information from other sources concerning an Offeror, such as the Offeror’s capability and performance under other contracts.

2.10 Evaluation Criteria

HSCSN will review all proposals against the following criteria:

- Methodology and approach
- Security
- Experience, expertise, and past performance
- Information Technology (IT) architecture
- Cost

2.11 Notice of Intent to Award

Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to HSCSN taking into consideration price and evaluation factors set forth in the RFPs. A written notice of intended contract award shall be sent via email with a follow up by Certified Mail Return Receipt Requested or by other carriers that require a signature upon receipt. Notice of award shall be made available to the public.

No public disclosure or news release pertaining to this Procurement shall be made without prior written approval of the HSC Health Care System. **FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE OFFEROR BEING DISQUALIFIED.**

No Offeror shall infer or be construed to have any rights or interests to a contract with HSCSN until final approval from all necessary entities and until both the Offeror and HSCSN have executed a valid contract.



2.12 Public Records and Requests for Confidential Treatment

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by District law. This provision shall survive termination or completion of this agreement.

Any request for confidential treatment of information must be included in the Transmittal Letter with the Offeror's Bid Proposal. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Offeror to respond to any inquiries by HSCSN concerning the confidential status of the materials. This request and other Transmittal Letter requirements are described further in Section 4.

Any Bid Proposal submitted that contains trade secrets or other proprietary data must be conspicuously marked on the cover sheet as containing confidential information, all pages with confidential material must be itemized under the above-referenced "request for confidential treatment of information" section of the Transmittal Letter, and each page upon which confidential information appears must be conspicuously marked (e.g., in the Footer) as containing trade secrets or proprietary data as confidential. Material so designated shall accompany the Bid Proposal and shall be readily separable in order to facilitate public inspection of the non-confidential portion of the Bid Proposal. Identification of the entire Bid Proposal as confidential will be deemed non-responsive and disqualify the Offeror.

HSCSN will treat the information designated as trade secrets or proprietary data and marked as confidential information, as confidential information to the extent that such information is determined confidential under the review board, or other applicable law by a court of competent jurisdiction.

The Offeror's failure to request confidential treatment of material will be deemed by HSCSN as a waiver of any right to confidentiality that the Offeror may have had.

2.13 Copyrights

By submitting a Bid Proposal, the Offeror agrees that HSCSN may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. The Offeror consents to such copying by submitting a Bid Proposal and represents/warrants that such copying will not violate the rights of any third-party. HSCSN shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.14 Release of Claims

By submitting a Bid Proposal, the Offeror agrees that it will not bring any claim or cause of action against HSCSN based on any misunderstanding concerning the information provided



herein or concerning HSCSN's failure, negligent or otherwise, to provide the Offeror with pertinent information as intended by this RFP.

2.15 Contract Acceptance Period

If the successful Offeror fails to negotiate and execute a contract, HSCSN (in its sole discretion) may revoke the award and award the contract to the next highest ranked Offeror or withdraw the RFP. HSCSN further reserves the right to cancel the award at any time prior to the execution of a written contract.

At the start of the Contract Acceptance period, the successful Offeror will be required to execute a Business Associate Agreement with HSCSN (**APPENDIX C**).



3 TERMS AND CONDITIONS

3.1 General

The contract between HSCSN and the Contractor shall consist of 1) the contract and any amendments thereto; 2) this RFP, including terms and conditions, and any amendments thereto; 3) the Contractor's proposal submitted in response to the RFP by reference and as an integral part of this contract; and 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the contract and its amendments shall govern. In the event that an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur.

However, HSCSN reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict or ambiguity with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP and its amendments shall govern.

The contract shall be governed by the applicable provisions the HSC Health Care System.

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and HSCSN. The agreed-upon modification or change will be incorporated as a written contract amendment and processed through HSCSN for approval prior to the effective date of such modification or change.

The only representatives authorized to modify this contract on behalf of HSCSN and the Contractor is shown below:

Contractor:	Person(s) designated by the Contractor
HSCSN:	Danny Bellamy, Chief Operating Officer Gene Greer, Chief Information Officer Bruce Ardis, HSCSN Program Manager

3.2 Installation, Testing, and Acceptance

General – HSCSN shall have the right to review and accept or reject all components, deliverables and systems to be provided by the Contractor to the HSCSN under this Contract, pursuant to the methodology set forth in this Section. HSCSN, at its own expense, has the right to perform vulnerability and penetration testing of the overall system.

Acceptance Testing – Following the Contractor's notification to the HSCSN that the Contractor has completed any functional component or deliverable identified in this Contract and in accordance with any timeline approved by HSCSN, the Contractor shall work in conjunction with



the HSCSN Project Manager in determining a start time and duration for testing/review of each delivered item. Thereafter, HSCSN will begin testing the functional component or deliverable to determine whether such functional component or deliverable conforms to the applicable specifications and/or standards as defined in the Agreement and defined in the detailed Configuration and Design sessions (collectively, the "Acceptance Criteria"). After HSCSN has completed such testing or upon expiration of the testing period (the "Acceptance Testing Period"), HSCSN shall notify the Contractor in writing either that: (i) the functional component or deliverable meets the Acceptance Criteria and that acceptance of such functional component or deliverable has occurred ("Acceptance"); or (ii) the Acceptance Criteria have not been met and, in accordance with "Cure" below, the reasons therefore. If the functional component or deliverable is identified as being part of a larger, integrated system being developed there under, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance ("Conditional Acceptance"), and such functional component or deliverable shall be subject to Final Acceptance in accordance Final Acceptance" below.

Acceptance withhold payment shall be paid only after Acceptance is complete per the negotiated contract.

Cure – If HSCSN determines that a functional component or deliverable does not conform to the applicable Acceptance Criteria, the Department promptly shall deliver to the Contractor an exception report describing the nonconformity (the "Exception Report"). Within the time-period specified by HSCSN, following receipt of the Exception Report, the Contractor shall: (i) perform a root-cause analysis to identify the cause of the nonconformity; (ii) provide HSCSN with a written report detailing the cause of, and procedure for correcting, such nonconformity; (iii) provide the HSCSN with satisfactory evidence that such nonconformity will not recur; and (iv) cure the nonconformity; provided, however, that if the nonconformity is incapable of cure within the time-period specified by HSCSN then, within such time-period, the Contractor shall present to HSCSN a plan to cure such nonconformity within a reasonable amount of time. Upon the Contractor's notice to HSCSN that the Contractor has cured any such nonconformity, HSCSN shall re-test the defective functional component or deliverable for an additional testing period of up to 30 calendar days or such other period determined by HSCSN, at the end of which period the process described in Acceptance Testing above shall be repeated.

Final Acceptance – Upon achievement of Conditional Acceptance for all identified functional components or deliverables, HSCSN shall begin testing the system that is comprised of such functional components or deliverables using the applicable test procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After HSCSN has completed such testing or upon expiration of the testing period (the "Final Acceptance Testing Period"), HSCSN shall notify the Contractor in writing that: (i) the system, and all functional components and deliverables that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such functional components and deliverables has occurred ("Final Acceptance"); or (ii) that the Acceptance Criteria have not been met and, in accordance with "Acceptance Testing" above, the reasons therefore. If the HSCSN determines that the Acceptance Criteria have not been so met, the process described in "Acceptance Testing" above shall be initiated, with all references to



"functional component or deliverable" being references to the "system," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Conditional Acceptance, Acceptance, nor Final Acceptance by HSCSN shall not constitute a waiver by HSCSN of any right to assert claims based upon defects not discernable through conduct of the applicable test procedures and subsequently discovered in a functional component or deliverable or the system following HSCSN's Final Acceptance thereof. Nothing else, including HSCSN's use of the system, or any functional component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to HSCSN and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code, or any other law.

The final acceptance withhold payment shall be paid at final acceptance.

3.3 Performance Standards, Actual Damages, Liquidated Damages, and Retainage

HSCSN reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services required pursuant to this contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the scope of work may be assessed as specifically set forth in each performance standard. The Contractor shall be given 15 days notice to respond before HSCSN makes the assessment. The assessments will be offset against the subsequent monthly payments to the Contractor. Assessment of any actual or liquidated damages does not waive any other remedies available to HSCSN pursuant to this contract or District or Federal law. If liquidated damages are known to be insufficient, then HSCSN has the right to pursue actual damages to the extent permissible by law.

If the Contractor's failure to perform satisfactorily exposes HSCSN to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, HSCSN may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. If costs are incurred, HSCSN shall account to the Contractor and return any excess to the Contractor. If the retainage is not sufficient, the Contractor shall immediately reimburse HSCSN the difference or HSCSN may offset from any payments due the Contractor. The Contractor will cooperate fully with the retained Contractor and provide any assistance it needs to implement the terms of its agreement for services for retainage.

3.4 Term of Contract

HSCSN will award a Contract based on proposals. The Contract period begins the day the contract is executed by both parties. The system must be operational within 12 months of contract execution. HSCSN may have, under the same terms and conditions as the existing contract, an option to purchase extended maintenance and other services, if offered by the Offeror.

3.4.1 Stop Work Order



1. Order to Stop Work – The HSCSN Chief Information Officer may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to an extension. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Chief Information Officer shall either:
 - a. Cancel the stop work order.
 - b. Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this contract.
2. Cancellation or Expiration of the Order – If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, only if:
 - a. The stop work order or extension results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts a claim for such an adjustment within 30 days after the end of the stop work order or extension.
3. Termination of Work – If a stop work order or extension is not canceled and the work covered by such stop work order or extension is terminated for default or convenience, adjustment to the contract price will be negotiated between HSCSN and the Contractor.

3.4.2 Termination of Contract

The Contract resulting from this RFP may be terminated by HSCSN as follows:

1. For default by the Contractor.
2. For convenience.
3. For the Contractor’s bankruptcy, insolvency, receivership, liquidation.
4. For non-availability of funds.

At HSCSN’s option, termination for any reason listed herein may also be considered termination for convenience.

3.4.2.1 Termination for Default by the Contractor



HSCSN may immediately terminate this contract in whole or in part whenever HSCSN determines that the Contractor has failed to perform satisfactorily its contractual duties and responsibilities and is unable to resolve such failure within a period of time specified by HSCSN, after considering the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by HSCSN of any such failure to perform satisfactorily its contractual duties and responsibilities, HSCSN may notify the Contractor of the failure and establish a reasonable time period in which to resolve such failure. If the Contractor does not resolve the failure within the specified time period, HSCSN will notify the Contractor that the contract in full or in part has been terminated for default. Such notices shall be in writing and delivered to the Contractor by certified mail, return receipt requested, or in person.

If, after Notice of Termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence on the part of the Contractor or any subcontractor, the Notice of Termination shall be deemed to have been issued as a termination for the convenience of HSCSN, and the rights and obligations of the parties shall be governed accordingly.

In the event of Termination for Default, in full or in part as provided by this clause, HSCSN may procure, upon such terms and in such manner as HSCSN may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to HSCSN for any excess costs for such similar supplies or services for the remainder of the contract period. In addition, the Contractor shall be liable to HSCSN for administrative costs incurred by HSCSN in procuring such similar supplies or services.

In the event of a termination for default, the Contractor shall be paid for those deliverables that the Contractor has delivered to HSCSN. Payments for completed deliverables delivered to and accepted by HSCSN shall be at the contract price.

The rights and remedies of HSCSN provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

3.4.2.2 Termination for Convenience

HSCSN may terminate performance of work under the contract in whole or in part whenever for any reason HSCSN shall determine that such termination is in the best interest of HSCSN.

In the event that HSCSN elects to terminate the contract pursuant to this provision, it shall notify the Contractor by certified mail, return receipt requested, or delivered in person. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least 30 days from the date of receipt of the notice by the Contractor.

Upon receipt of Notice of Termination for convenience, the Contractor shall be paid the following:



- The contract price(s) for completed deliverables delivered to and accepted by HSCSN
- A price commensurate with the actual cost of performance for partially completed deliverables

3.4.2.3 Termination for the Contractor Bankruptcy

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, HSCSN may, at its option, terminate this contract in whole or in part.

In the event HSCSN elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately advise HSCSN.

The Contractor shall ensure and shall satisfactorily demonstrate to HSCSN that all tasks related to the subcontract are performed in accordance with the terms of this contract.

3.4.2.4 Availability of Funds

It is expressly understood and agreed that the obligation of HSCSN to proceed under this agreement is conditioned upon the appropriation of funds by the HSC Health Care System. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming, insufficient, discontinued, or materially altered under which the funds were provided or if funds are not otherwise available to HSCSN, HSCSN shall have the right upon 10 working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expense to HSCSN of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3.4.3 Procedure on Termination

3.4.3.1 Contractor Responsibilities

Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination



- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination
- Deliver to HSCSN within the time frame as specified by HSCSN in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to HSCSN
- Complete the performance of the work not terminated by the Notice of Termination
- Take such action as may be necessary, or as HSCSN may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which HSCSN has or may acquire an interest
- Fully train HSCSN staff or other individuals at the direction of HSCSN in the operation and maintenance of the process
- Promptly transfer all information necessary for the reimbursement of any outstanding claims
- Complete each portion of the Maintenance Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause. The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to HSCSN or its designated Contractor following termination of the contract for any reason.

3.4.3.2 Health Services for Children with Special Needs, Inc. Responsibilities

Except for Termination for Contractor Default, HSCSN will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by HSCSN. The Contractor shall be reimbursed for partially completed deliverables at a price commensurate with actual cost of performance.

In the event of the failure of the Contractor to agree, in whole or in part, as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, HSCSN shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right of appeal, as stated under Section 3.9.6 from any such determination made by HSCSN.

3.4.4 Assignment of the Contract



The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without written consent of HSCSN. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract. No approval by HSCSN of any assignment may be deemed to obligate HSCSN beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. HSCSN shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the District of Columbia upon giving prior written notice to the Contractor.

3.4.5 Excusable Delays

The Contractor and HSCSN shall be excused from performance under this contract for any period that they are prevented from performing any services under this Contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control.

3.4.6 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the District of Columbia. The Contractor shall comply with applicable Federal, State and local laws and regulations.

3.5 Notices

Under this RFP, whenever one party is required to give notice to the other, except for purposes of Notice of Termination under Section 3.4.2 such notice shall be deemed given upon delivery (if delivered by hand), or upon the date of receipt or refusal (if sent by registered or certified mail, return receipt requested, or by other carriers that require signature upon receipt). Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Contractor
Street Address
City, State Zip Code

In case of notice to HSCSN:

HSCSN
Gene Greer, Chief Information Officer



1101 Vermont Ave NW
Washington, DC 20005

HSCSN
Bruce Ardis, HSCSN Program Manager
1101 Vermont Ave NW
Washington, DC 20005

3.6 Cost or Pricing Data

If HSCSN determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Contractor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

3.7 Subcontracting

The Contractor is solely responsible for fulfillment of the Contract terms with HSCSN. HSCSN will make Contract payments only to the Contractor.

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of HSCSN. The Contractor shall notify HSCSN not less than 30 days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

Approval of any subcontract shall not obligate HSCSN as a party to that subcontract nor create any right, claim, or interest for the subcontractor against HSCSN, its agents, employees, representatives, or successors.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract.

The Contractor shall be solely responsible for the performance of any subcontractor under such subcontract approved by HSCSN.

The Contractor shall give HSCSN immediate written notice by certified mail, facsimile, or any other carrier that requires signature upon receipt of any action or suit filed and prompt notice of any claim made against the Contractor or subcontractor, which in the opinion of the Contractor may result in litigation related in any way to the Contract with HSCSN.

3.8 Proprietary Rights

3.8.1 Ownership of Documents

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature,



HSCSN shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of HSCSN, but HSCSN shall reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

3.8.2 Ownership of Information and Data

HSCSN and/or its agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under any contract resulting from this RFP.

The Contractor agrees to grant in its own behalf and on behalf of its agents, employees, representatives, assignees, and Contractors to HSCSN and to their officers, agents, and employees acting in their official capacities a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, reproduce, translate, deliver, and dispose of all such information now covered by copyright of the proposed Contractor.

Excluded from the foregoing provisions in this section, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independently of this Contract. Contractor is and shall remain the owner of all rights, title, and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under Federal and State law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that HSCSN may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

3.8.3 Source Code

If the Contractor licenses any of its application software in source code format, the Contractor must subject to the terms of its third-party license agreement with HSCSN, escrow with an agent approved by HSCSN, a copy of the source code and updated associated technical documentation for the configuration and for the application software that is licensed by Contractor to HSCSN in source code form: (i) upon its acceptance; (ii) when the Contractor delivers an enhancement to the system during the term of this Contract; and (iii) as otherwise described in the work plan. The Contractor must provide the source code and documentation at no additional cost on magnetic media in a format acceptable to HSCSN.

At its option and expense, HSCSN may request that the completeness and accuracy of any such source code and/or associated technical documentation be verified. The verification will be conducted by the escrow agent or, upon at least ten business days' prior notice to the Contractor, a representative of HSCSN, after full disclosure to the Contractor of information reasonably requested by the Contractor about such representative. Unless otherwise agreed in writing by the Contractor and HSCSN, verification will be performed onsite at the Contractor's premises, utilizing the Contractor's equipment and software, at a time reasonably acceptable to the Contractor. The Contractor must make technical and support personnel available as



reasonably necessary for the verification. If the source code and/or associated technical documentation in escrow is not accurate or complete, the Contractor shall promptly correct such inaccuracies or incomplete escrow, but in all cases within ten business days.

3.8.4 Right of Inspection

HSCSN, the Department of Health and Human Services (DHHS), The Centers for Medicare & Medicaid Services (CMS), the Office of Inspector General (OIG), the General Accounting Office (GAO), or any other auditing agency prior-approved by HSCSN, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor must provide access to all facilities and assistance for HSCSN representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Contractor to allow access to all documents, papers, letters, or other materials, shall constitute a breach of contract. All audits performed by persons other than HSCSN staff will be coordinated through HSCSN and its staff. Further, HSCSN reserves the right to inspect and approve any equipment used to perform services under this contract.

3.8.5 Licenses, Patents and Royalties

The use of unlicensed copies of proprietary software is prohibited. The Contractor shall be responsible for any penalties or fines imposed because of unlicensed or otherwise defectively titled software.

The Contractor, without exception, shall indemnify, save, and hold harmless HSCSN and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon HSCSN's alteration of the article. HSCSN will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for HSCSN the right to continue use of, replace, or modify the article to render it non-infringing. If none of the alternatives is reasonably available, the Contractor agrees to take back the article and refund the total amount HSCSN has paid the Contractor under this contract for use of the article.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.8.6 Records Retention Requirements



The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by HSCSN and other Federal or District personnel. All records, including training records, pertaining to the Contract must be readily retrievable within three workdays for review at the request of HSCSN and its authorized representatives. All records shall be maintained and available for review by authorized Federal and District personnel during the entire term of the Contract and for a period of seven years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of seven years or until all issues are finally resolved, whichever is later.

3.9 Interpretations/Changes/Disputes

In the event of a conflict in language among any of the components of the contract, the RFP shall govern. HSCSN reserves the right to clarify any contractual relationship in writing and such clarification will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of HSCSN.

The contract represents the entire agreement between the Contractor and HSCSN and it supersedes all prior negotiations, representations, or agreements, either written or oral between the parties hereto relating to the subject matter hereof.

3.9.1 Conformance with Federal and State Regulations

The Contractor shall be required to conform to all Federal and State laws, regulations, and policies as they exist or as amended.

In the event that the Contractor requests that the Chief Information Officer of HSCSN or his/her designee issue policy determinations or operating guidelines required for proper performance of the contract, HSCSN shall do so in a timely manner. The Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

3.9.2 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

3.9.3 Contract Variations



If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both HSCSN and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

3.9.4 Headings

The headings used throughout the contract are for convenience only and shall not be resorted to for interpretation of the contract.

3.9.5 Change Orders and/or Amendments

The Chief Information Officer or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to HSCSN within 30 days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Dispute Clause of this Contract. Nothing in this case, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

If the parties are unable to reach an agreement within 30 days of HSCSN receipt of the Contractor's cost estimate, the Chief Information Officer of HSCSN shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by HSCSN subject to the Contractor's right to appeal the Chief Information Officer's determination of the price pursuant to the Disputes Section. Nothing in this clause shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

The rate of payment for changes or amendments completed per contract year shall be at the rates specified by the Contractor's proposal.

At any time during the term of this contract, HSCSN may increase the quantity of goods or services purchased under this contract by sending the Contractor a written amendment or modification to that effect, which references this contract and is signed by the Chief Information Officer of HSCSN. The purchase price shall be the lower of the unit cost identified in the Contractor's proposal or the Contractor's then-current, published price. The foregoing shall not apply to services provided to HSCSN at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

3.9.6 Disputes

Any dispute concerning the contract, which is not disposed of by agreement, shall be decided by the Chief Operating Officer of HSCSN who shall reduce such decision to writing and mail or



otherwise furnish a copy thereof to the Contractor. The decision of the Chief Operating Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the HSC Health Care System legal counsel, a written request to render an interpretation.

The interpretation of the HSC Health Care System legal counsel or his duly authorized representative shall be final and conclusive. The Contractor and HSCSN shall be afforded an opportunity to be heard and to offer evidence in support of their interpretations. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

3.9.7 Cost of Litigation

In the event that HSCSN or the HSC Health Care System deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which HSCSN or the HSC Health Care System prevails. Neither HSCSN nor the HSC Health Care System shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against HSCSN or the HSC Health Care System regarding the provisions of the contract. Legal action shall include administrative proceedings.

3.9.8 Attorney Fees

The Contractor agrees to pay reasonable attorney fees incurred by the HSCSN or the HSC Health Care System in enforcing this agreement or otherwise reasonably related thereto.

3.10 Indemnification

The Contractor agrees to indemnify, defend, save, and hold harmless HSCSN, HSC Health Care System, their officers, agents, employees, representatives, assignees, and contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the contract.

The Contractor agrees to indemnify, defend, save, and hold harmless HSCSN, HSC Health Care System, their officers, agents, employees, representatives, assignees, and contractors against any and all liability, loss, damage, costs or expenses which HSCSN may sustain, incur or be required to pay: 1) by reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2) by reason of the Contractor or its employee, agent, or person



within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited to HSCSN or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.

The Contractor agrees to indemnify, defend, save, and hold harmless HSCSN, the HSC Health Care System, their officers, agents, employees, representatives, assignees, and contractors against any and all liability, loss, damages, costs or expenses which HSCSN or the HSC Health Care System may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to HSCSN, or 2) breaching in any manner the confidentiality required pursuant to Federal and State law and regulations.

The Contractor agrees to indemnify, defend, save, and hold harmless HSCSN, the HSC Health Care System, their officers, agents, employees, representatives, assignees, and contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

If in the reasonable judgment of HSCSN, a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by HSCSN or by another resource without unduly interfering with the continued performance of the Contractor, HSCSN may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse HSCSN for the reasonable cost of those services. HSCSN may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with HSCSN or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

3.10.1 No Limitation of Liability

Nothing in this contract shall be interpreted as excluding or limiting any liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor, or for damages incurred in the negligent performance of duties by the Contractor, or for the delivery by the Contractor of products that are defective, or for breach of contract or any other duty by the Contractor. Nothing in the contract shall be interpreted as waiving the liability of the Contractor for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense related to the Contractor's conduct or performance under this contract.

3.11 Status of The Contractor

3.11.1 Independent Contractor



It is expressly agreed that the Contractor is an independent Contractor performing professional services for HSCSN and is not an officer or employee of HSCSN. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and HSCSN.

The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, HSCSN, in its sole discretion, may terminate this contract.

The Contractor shall not purport to bind HSCSN, its officers or employees nor the HSC Health Care System to any obligation not expressly authorized herein unless HSCSN or the HSC Health Care System has expressly given the Contractor the authority to do so in writing.

The Contractor shall give HSCSN immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to this contract or which may affect the Contractor's ability to perform.

No other agreements of any kind may be made by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under this contract or used in the operation of this program without the written approval of HSCSN. Specifically, HSCSN reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract.

In no way shall the Contractor represent itself directly or by inference as a representative of HSCSN or the HSC Health Care System except within the confines of its role as a Contractor for HSCSN. HSCSN's approval must be received in all instances in which the Contractor distributes publications, presents seminars, presents workshops, or performs any other outreach.

The Contractor shall not use HSCSN's name or refer to the contract directly or indirectly in any advertisement, news release, professional trade, or business presentation without prior written approval from HSCSN.

3.11.2 Employment of HSCSN Employees

The Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of HSCSN, without the written consent of HSCSN. Further, the Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the contract, any former employee of HSCSN who has not been separated from HSCSN for at least one year, without the written consent of HSCSN.

3.11.3 Conflict of Interest



No official or employee of HSCSN who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. Such violation will be reported to the HSC Health Care System Corporate Compliance Officer. The Contractor 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.

3.11.4 Personnel Practices

The Contractor must agree to sign the Drug Free Workplace Certification (**APPENDIX A**).

3.11.5 No Property Rights

No property rights inure to the Contractor except for compensation for work that has already been performed.

3.12 Employment Practices

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability.

Such action shall include, but is not limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related State laws and regulations, if any.



The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended.

If HSCSN finds that the Contractor does not comply with any of these requirements at any time during the term of this contract, HSCSN reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of HSCSN.

3.13 Risk Management

The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by HSCSN, or imposition of penalties by HSCSN.

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. 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.

3.13.1 Workers' Compensation

Contractor shall carry workers compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement, and Contractor agrees to comply at all times with the provisions of the workers compensation laws of the District.

3.13.2 Liability

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP.

The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this RFP; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this RFP. The Contractor shall furnish to HSCSN certificates evidencing such insurance is in effect on the first working day following contract signing.

3.14 Confidentiality of Information



All information obtained by Contractor relating to any employee or customer of HSCSN will be kept in absolute confidence and shall not be used by 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.

3.15 The Contractor Compliance Issue

The Contractor agrees that all work performed as part of this contract will comply fully with administrative and other requirements established by Federal and District laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse HSCSN for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.

3.15.1 Federal, State, and Local Taxes

Unless otherwise provided herein, the contract price shall include all applicable Federal, State, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. HSCSN makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

3.15.2 License Requirements

The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

3.15.3 HIPAA Compliance

The Contractor must ensure that all work supports the HIPAA Security Rules and sign a HIPAA Business Associate Agreement (**APPENDIX C**).

3.15.4 Compliance with Privacy Requirements and Regulations

The Contractor must ensure compliance with privacy requirements and regulations as stated in the 1964 Civil Rights Act and the America Recovery and Reinvestment Act (ARRA), Health Information Technology for Economic and Clinical Health Act (HITECH) provisions.

3.15.5 Site Rules and Regulations

The Contractor shall use its best efforts to ensure that its employees and agents, while on HSCSN premises, shall comply with site rules and regulations.



3.15.6 Environmental Protection

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulation (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor Federal agency and the United States EPA Assistant Administrator for Enforcement.

3.15.7 Bribes, Gratuities and Kickbacks Prohibited

The receipt or solicitation of bribes, gratuities, and kickbacks is strictly prohibited.

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities.

3.15.8 Suspension and Debarment

The Contractor certifies that it is not suspended or debarred under Federal law and regulations or any other State's laws and regulations (**APPENDIX B**).

3.16 Software License, Technical Support, and Maintenance

1. The Contractor is responsible for all licenses and maintenance use fees throughout the contract period.
2. All licenses and maintenance use fees will be held by the HSCSN health care outsourcing vendor.
3. HSCSN's prior approval is required before upgrades, new releases and/or version updates are made to all proprietary and Commercial Off-the-Shelf (COTS) software.
 - a. The upgrades, new releases, and/or version updates must be furnished to HSCSN at no additional cost. This includes modifications and enhancements to the Contractor's proprietary versions and core product used in other client sites.
 - b. The Contractor must provide ongoing technical support to HSCSN through post-implementation. HSCSN will determine if onsite technical support is required or if technical support may be provided remotely.
 - c. The Offeror must provide a summary of the technical support offered. All fees for technical support after the initial warranty period must be in the business proposal.
 - d. The Contractor must provide toll-free access to 24x7x365 technical and help desk support.



4. The Contractor must absorb the cost of correcting any system issues caused by system bugs, flaws or defects vs. not caused by HSCSN. If problems are not resolved to the satisfaction of HSCSN, any outstanding invoice(s) may not be paid until the correction is completed.
5. Any work requested by HSCSN of the Contractor that is deemed outside the scope of work of the initial installation or beyond the scope of the maintenance contract, must be clearly defined by the Contractor in a project plan that includes:
 - a. A timeline of milestones, deliverables, and the completion date.
 - b. The structure for charges for such a project including the hourly rates per job class, estimated travel, and incidental costs.
6. Unless an emergency fix/patch to the system is necessary, Contractor must apply all changes requiring access to the HSCSN network and hardware outside of HSCSN business hours.



4 BUSINESS PROPOSAL

4.1 General

The Offeror must certify in the transmittal letter that their offer shall be binding upon the Offeror for a period of 180 days following the proposal due date. Pricing will be considered as a separate criterion of the overall Bid Proposal package.

Offerors must propose a firm fixed price for each of the modules contained on the Pricing Schedule (**APPENDIX D**).

4.2 Bid Proposal Modification in the Event of a Federal and/or District Law, Regulation or Policy

In the event any change occurs in Federal law, Federal regulations, District law, District regulations, HSCSN policies, or HSCSN plan coverage, and HSCSN determines that these changes impact materially on proposal pricing, HSCSN reserves the right to require the Offerors to amend their proposals. The failure of an Offeror to negotiate these required changes will exclude such Offeror from further consideration for contract award. All proposals shall be based upon the provisions of Federal and District laws and regulations and HSCSN's approved Plan coverage in effect on the issuance date of this RFP, unless this RFP is amended in writing to include changes prior to the closing date for receipt of proposals.

4.3 Business Proposal Requirements

The Business Proposal must present a complete detailed description of the Offeror's proposed costs to perform and carry out the requirements as set forth in the RFP and Terms and Conditions documents.

4.3.1 Order of Information

The Business Proposal must be arranged in the following order:

- Transmittal Letter
- Cover Sheet
- Pricing Schedule (**Appendix D**)
- Staffing Schedule (**Appendix E1-E2**)
- Statement of Acknowledgement (**APPENDIX F**)

4.3.2 Transmittal Letter

The transmittal letter must be in the form of a standard business letter, and an individual authorized to bind the Offeror legally must sign it. The transmittal letter must include the following items:



- A statement by the Offeror indicating that neither the Offeror's principal officers (president, vice president, treasurer, chairperson of the board of directors, and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from the Medicare program, Medicaid program, or been convicted of Medicare or Medicaid fraud
- If the Proposal deviates from the terms and conditions of this RFP, the transmittal letter must identify and explain these deviations. HSCSN reserves the right to reject any Proposal containing such deviations.

4.3.3 Cover Sheet

The cover sheet must identify the Name and Number of the RFP and the name and address of the Offeror.

4.3.4 Number of Copies

The Contractor must provide the following Business Proposal packages:

- One original
- Five paper copies
- One electronic copy on DVD



APPENDIX A: DRUG FREE WORK PLACE CERTIFICATION

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;



"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace; 2) the grantee's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and 2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) requiring such employee to participate satisfactorily in a drug abuse assistance or



rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments if needed):

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d) (2) and 76.635(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

Signature

Date

Title

Organization



APPENDIX B: DEPARTMENT OF HEALTH AND HUMAN SERVICES CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
45 CFR Part 76, Appendix A

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Title

Organization



APPENDIX C: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”) is made effective as of the _____ day of _____, 20____, by and between _____ (“Business Associate”) and Health Services for Children with Special Needs, Inc. (“Covered Entity”). This Agreement is intended to satisfy certain requirements of, and shall be interpreted consistent with: (i) the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); (ii) the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 (“ARRA”); and (iii) the associated regulations relating to HIPAA and ARRA promulgated at 45 CFR Parts 160 and 164 as amended (the “Regulations”).

RECITALS

WHEREAS, Business Associate receives, has access to, or creates “Protected Health Information” (as hereafter defined, also known as “PHI” herein) in the course of its interaction with Covered Entity; and

WHEREAS, the “Privacy Rule” and “Security Rule” (each as hereafter defined) require Covered Entity and Business Associate to enter into a written agreement containing satisfactory assurances that the Business Associate will appropriately safeguard such PHI; and

WHEREAS, the parties desire that this Agreement comply with such requirements and otherwise memorialize the terms and conditions regarding the use and disclosure of PHI.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration (which may include consideration under the “Services Contract”, as hereafter defined), the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

I. DEFINITIONS.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are ascribed in the Regulations currently in effect or as amended from time to time. Examples of specific definitions include:

A. Breach. “Breach” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Regulations that compromises the security or privacy of PHI as defined, and subject to the exceptions set forth in, 45 CFR § 164.402.



B. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.

C. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

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

F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

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

H. Security Rule. “Security Rule” shall mean the Standards for Security of Electronic Protected Health Information as set forth in 45 CFR § Part 160 and Part 164, Subparts A and C.

I. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in §13402(h) (1) (A) of ARRA.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

A. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law, and in compliance with each applicable requirement of 45 CFR § 164.504.

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this Agreement.

C. Business Associate agrees, at its sole cost, to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Regulations and/or this Agreement.

D. Business Associate agrees to immediately report to Covered Entity any use or disclosure of PHI in violation of the Regulations and/or not provided for by this Agreement of which Business Associate becomes aware.



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

F. Business Associate agrees to provide access, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, so that Covered Entity (or such designated Individual) can review PHI in a Designated Record Set. Such access shall be provided by Business Associate during normal business hours within five (5) business days of written request by Covered Entity. This provision does not apply if Business Associate or its employees, subcontractors or agents have no PHI in a Designated Record Set of Covered Entity.

G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual. Such amendment shall be made in the time and manner specified by Covered Entity. This provision does not apply if Business Associate or its employees, subcontractors or agents have no PHI in a Designated Record Set of Covered Entity.

H. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use or disclosure of PHI, available to the Covered Entity, or to the Secretary, in a time and manner specified by Covered Entity or designated by the Secretary, for purposes of the Covered Entity and/or the Secretary determining Covered Entity's compliance with the Privacy Rule and/or Security Rule.

I. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

J. Within five (5) business days following written request by Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

K. In the event Business Associate receives or transmits data electronically it shall do so in compliance with all applicable legal requirements (including 45 CFR Part 162) regarding electronic transactions and code sets. Business Associate shall also require any of its agents and subcontractors who perform duties related to this Agreement also to comply with the applicable legal requirements (including 45 CFR Part 162). Business Associate further agrees to comply with any guidelines or requirements adopted by Covered Entity, consistent with applicable legal requirements, which Business Associate shall apply to transactions covered by 45 CFR Part 162, including but not limited to coordination of benefits transactions and claims not submitted electronically.



L. Business Associate agrees to: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by 45 CFR §164.314; (ii) immediately report to the Covered Entity any Security Incident (within the meaning of 45 CFR § 164.304) of which Business Associate becomes aware; and (iii) ensure that any Business Associate employee or agent, including any subcontractor to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to implement reasonable and appropriate safeguards (which shall not be less than that required of Business Associate hereunder) to protect such PHI.

M. Without limiting the generality of Section II.L above, Business Associate agrees to immediately notify the Covered Entity in the event of any breach of the Security Rule by Business Associate or its employees, subcontractors or agents. Such notification shall be made in accordance with the provisions of 45 CFR § 164.410

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

A. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses or disclosures of PHI by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

B. Specific Use and Disclosure Provisions.

1. Except as otherwise limited in this Agreement:

- a. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
- b. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and



- c. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

2. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

IV. OBLIGATIONS OF COVERED ENTITY.

A. To the extent that the following limitations, changes, or restrictions may affect Business Associate's use or disclosure of PHI, Covered Entity shall notify Business Associate of any:

1. Limitation(s) in its notice or privacy practices in accordance with 45 CFR § 164.520;
2. Changes in, or revocation of, permission by Individual to use or disclose PHI; and
3. Restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

B. Covered Entity agrees to: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Business Associate as required by 45 CFR §164.314; (ii) immediately report to the Business Associate any Security Incident (within the meaning of 45 CFR § 164.304) of which Covered Entity becomes aware which affect Business Associate or involve PHI shared by Business Associate; and (iii) ensure that any Covered Entity employee or agent, including any subcontractor to whom it provides PHI received from, or created or received by Covered Entity on behalf of Business Associate, agrees to implement reasonable and appropriate safeguards to protect such PHI.

C. Permissible Requests by Covered Entity. Except as may be set forth in Section III.B. of this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall commence on the effective date first set forth above and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is



destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Agreement.

B. Termination for Cause. In the event that Business Associate breaches or is otherwise in violation of this Agreement, Covered Entity may;

1. Provide an opportunity for Business Associate to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity may terminate this Agreement;

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not reasonably possible or practical; or

3. If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary of Health and Human Services or others as allowed by law.

C. Effect of Termination.

1. Except as provided in Section V.C.2 below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties to this Agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS.

A. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Regulations, HIPAA, and ARRA. All amendments shall be in writing and signed by both parties.

B. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity and any affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, damage, cost or expense, including but not limited to reasonable attorneys' fees and any costs incurred by Covered Entity complying with the terms of the Regulations, HIPAA and ARRA arising out of or relating to any non-permitted use or disclosure



of PHI in violation of the Regulations or other breach of this Agreement by Business Associate or any of its affiliates, directors, officers, employees, agents or subcontractors.

C. Survival. The respective rights and obligations of Business Associate under Sections V.C and VI.D of this Agreement shall survive the termination of this Agreement.

D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Regulations.

E. Assignment. Business Associate may not assign its rights, nor may it delegate its duties, under this Agreement without the prior written consent of Covered Entity.

F. No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that nothing in this Agreement is intended, nor shall it be construed, to confer upon any person or entity other than the parties hereto and their respective successors and assigns, any rights remedies, obligations or liabilities whatsoever.

G. Waiver. Any waiver of any provision of this Agreement shall be in writing and signed by the party against whom it is sought to be enforced. Any such waiver shall not operate or be construed as a waiver of any other provision of this Agreement or a future waiver of the same provision.

H. Applicable Law. The validity, enforceability and interpretation of this Agreement shall be governed by the laws of the District of Columbia and the Regulations.

I. Entire Agreement. The parties acknowledge and agree that this Agreement may supplement an agreement for the exchange of goods and/or services between Business Associate and the Covered Entity (the "Services Contract"). This Agreement, together with the Services Contract and any and all exhibits, schedules and attachments thereto, constitutes the entire agreement between the parties, and supersedes all other agreements, express or implied, oral or written, between the parties related to the subject matter of the Services Contract and this Agreement.

J. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

K. Severability. The provisions of this Agreement shall be severable, and if any provision shall be determined to be invalid, void or unenforceable, in whole or in part, by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

L. Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both parties, and each of which, when so executed,



shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

M. Notice. Any notices or other communications required to be given under this Agreement shall be given in accordance with the notice provision of the Services Contract. In the absence of such a provision, all such notices or other communications shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the individuals at the addresses indicated below. Notice shall be deemed effective upon receipt.

Covered Entity

Health Services for Children with Special Needs, Inc.
1101 Vermont Avenue, NW-12th Floor
Washington, DC 20005
Attn: COO

Business Associate

N. Independent Contractors. The parties to this Agreement are independent contractors. None of the provisions of this Agreement are intended to create, nor shall they be interpreted or construed to create, any relationship between Covered Entity and Business Associate other than that of independent contractors. Except as otherwise expressly set forth herein, neither party hereto, nor any of its representatives, shall be deemed to be the agent, employee or representative of the other party.

O. Construction with Services Contract. The terms of the Services Contract between Business Associate and the Covered Entity (if applicable) shall remain in full force and effect, except as amended by this Agreement. If there is a conflict between the terms of this Agreement and the terms of the Services Contract, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereby affix the signatures of their authorized representatives under seal made effective as of the date first above written.

Health Services for Children with Special Needs,
Inc

Witness: _____

By: _____
Print Name: Danny Bellamy
Title: COO



HEALTH SERVICES FOR CHILDREN WITH SPECIAL
NEEDS

Integrated Managed Care System
Infrastructure Improvement Services
RFP #HSCSN-001

Address: 1101 Vermont Ave. NW
12th Floor
Washington, DC 20005

Witness: _____

By: _____
Print Name:
Title:
Address



APPENDIX D: PRICING SCHEDULE

HEALTH SERVICES FOR CHILDREN WITH SPECIAL NEEDS, INC. PLANNING, DESIGN, DEVELOPMENT, TESTING, AND IMPLEMENTATION PRICE

Pricing Structure							
Non Hardware Related Pricing							
	RFP Section Number	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Year Investment
Software fee							
License fee							
Implementation fee							
Conversion fee							
Help Desk/Call center support							
Maintenance fee							
Hardware Pricing							
	RFP Section Number	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Year Investment
Servers							
Data Storage (SAN)							
Hosting Fee							
Maintenance fee							

AN AUTHORIZED CORPORATE OFFICIAL OF THE VENDOR MUST SIGN THIS FORM.
 THE OFFICIAL'S TITLE AND THE DATE THIS FORM WAS SIGNED MUST BE ENTERED.

Signature of Corporate Official

Title

Date



APPENDIX E1: HEALTH SERVICES FOR CHILDREN WITH SPECIAL NEEDS, INC. STAFFING SCHEDULE THROUGH POST IMPLEMENTATION

	Position Type	#FTE	Avg. Rate/Hr Over Contract Period
1.	Salaries and Benefits		
1a.	Management	_____	\$ _____
1b.	Supervision	_____	\$ _____
1c.	Project Management Staff	_____	\$ _____
1d.	QA Staff	_____	\$ _____
1e.	Data Administrator	_____	\$ _____
1f.	Senior Programmer/Analyst	_____	\$ _____
1g.	Programmer/Analyst	_____	\$ _____
1h.	Trainer/Publications	_____	\$ _____
1i.	Field Representative	_____	\$ _____
1j.	Service Representative	_____	\$ _____
1k.	Clerical	_____	\$ _____
1l.	Medical Professionals	_____	\$ _____
1m.	Other Professionals	_____	\$ _____
	Total	_____	\$ _____
2.	Other Positions		
2a.	_____	_____	\$ _____
2b.	_____	_____	\$ _____

AN AUTHORIZED CORPORATE OFFICIAL OF THE VENDOR MUST SIGN THIS FORM.
 THE OFFICIAL'S TITLE AND THE DATE THIS FORM WAS SIGNED MUST BE ENTERED.

Signature of Corporate Official	Title	Date
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APPENDIX E2: HEALTH SERVICES FOR CHILDREN WITH SPECIAL NEEDS, INC. STAFFING SCHEDULE FOR MAINTENANCE (IF PROPOSED)

	Position Type	#FTE	Avg. Rate/Hr Over Contract Period
1.	Salaries and Benefits		
1a.	Management	_____	\$ _____
1b.	Supervision	_____	\$ _____
1c.	Project Management Staff	_____	\$ _____
1d.	QA Staff	_____	\$ _____
1e.	Data Administrator	_____	\$ _____
1f.	Senior Programmer/Analyst	_____	\$ _____
1g.	Programmer/Analyst	_____	\$ _____
1h.	Trainer/Publications	_____	\$ _____
1i.	Field Representative	_____	\$ _____
1j.	Service Representative	_____	\$ _____
1k.	Clerical	_____	\$ _____
1l.	Medical Professionals	_____	\$ _____
1m.	Other Professionals	_____	\$ _____
	Total	_____	\$ _____
2.	Other Positions		
2a.	_____	_____	\$ _____
2b.	_____	_____	\$ _____

AN AUTHORIZED CORPORATE OFFICIAL OF THE VENDOR MUST SIGN THIS FORM.
 THE OFFICIAL'S TITLE AND THE DATE THIS FORM WAS SIGNED MUST BE ENTERED.

Signature of Corporate Official	Title	Date
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APPENDIX F: STATEMENT OF ACKNOWLEDGMENT

STATEMENT OF ACKNOWLEDGEMENT	
Required Information	To Be Completed by Offeror
Company Name	
Address	
Phone Number	
Fax Number	
Email Address	
Tax Identification Number	
For Profit Agency Y/N	
Not For Profit Agency Y/N	
Corporation Y/N	
Partnership Y/N	
Sole Proprietor Y/N	
Names and titles of the individuals authorized to contractually obligate the organization, the individual authorized to negotiate the contract, and the corporate president, if applicable.	
Signature certifying that the completed Proposal includes the required number of copies of the Proposal in the required format and containing all required information.	
Signature certifying that the Offeror has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP and the Standard Terms and Conditions without qualification.	
Signature certifying that the Offeror is full compliance with all District laws regarding incorporation or formation and doing business in the District of Columbia and shall be in compliance with the laws of the State in which they are incorporated, formed, or organized by execution of any contract resulting from the Bid Proposal.	



STATEMENT OF ACKNOWLEDGEMENT	
Required Information	To Be Completed by Offeror
Signature certifying the Offeror does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap.	
Signature certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and is responsible for, the prices quoted; that the offer is firm and binding; and that he/she has not participated, and will not participate, in any action contrary to the above conditions.	
Signature authorizing the HSCSN or its agents to verify the financial information requested in the RFP.	
Signature certifying that no attempt has been made or will be made by the Offeror to persuade any other person or firm to submit or not to submit a response.	
Signature committing the Offeror to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.	
Signature identifying all amendments to this RFP issued by the Issuing Officer and received by the Offeror or, if no amendments have been received, a statement to that effect.	



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