

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

THIS DOCUMENT CONSTITUTES AN AGREEMENT BETWEEN:

KIT Solutions, Inc., 5700 Corporate Drive, Suite 530, Pittsburgh, Pennsylvania 15237, hereinafter referred to as **Contractor**;

AND

The Department of Behavioral Health and Developmental Services, (DBHDS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as **Contracting Agency**;

AND IS DATED: July 11, 2011.

In as much as DBHDS requires certain services and the Contractor has agreed to provide such services, by result of negotiation between the parties, and for and in consideration of the respective undertakings of the parties to this contract, the following agreements are made:

1.0 PURPOSE:

The purpose of this agreement is to enter into a contract with KIT Solutions, Inc. to provide database services for the Office of Prevention.

2.0 SCOPE OF WORK:

The **Contractor** shall provide the following services:

- 2.1 The Contractor shall host, provide security for and maintain the Performance Based Prevention System (PBPS) database.
- 2.2 The Contractor shall provide technical assistance and training to the Community Services Boards and state users.
- 2.3 The Contractor shall make any necessary adjustments to the database.
- 2.4 The Contractor shall provide an on-site data coordinator who shall provide technical assistance and training to users and shall provide data monitoring and reporting for Central Office staff.
- 2.5 The contractor shall provide management of the Pre-Post Evaluation Project to include:
 - a. Administration of the project;
 - b. Data collection
 - c. Scanning evaluation forms; and
 - d. Quality assurance.

3.0 CONSIDERATION, COMPENSATION AND PAYMENT:

3.1 The Contracting Agency agrees to pay the Contractor \$190,852 during the 12 month period of this contract.

3.2 Payments shall be made on a monthly basis upon receipt and approval of a valid invoice. The Contractor shall submit invoices on a monthly basis to the Contracting Agency for payment by the Commonwealth to the following address:

DBHDS - Fiscal Office
 Attention: Shelia Parsley
 P.O. Box 1797
 Richmond, Virginia 23218-1797

3.3 All invoices submitted shall display in a prominent place the Contract number assigned to this document.

3.4 Budget:

KIT Prevention Service-VA				
<i>Fiscal year changes, hosting & maintenance</i>	Quantity	# month	Price	Cost
Archival of Historical Data (Free)				\$0
Clean up historical data and transfer relevant data for new fiscal year (Free)				\$0
Hosting & Maintenance (DMHMRSAS)	1	12	\$212	\$2,544
Hosting & Maintenance (Community Service Board - CSB)	40	12	\$212	\$101,760
Total (Hosting & Maintenance)				\$104,304

Annual Cost for on-site data manager position				
Salary				\$47,000
Fringe Benefits @35%*				\$16,450
Technical Supervision (10 hour/month for 12 months)	120		\$100	\$12,000
Telephone				\$1,200
Annual Planning meeting and onsite review of data manager position				\$1,800
NPN Conference User Group + Registration Fee				\$3,500
Subtotal Direct Costs	\$81,950			
5% Administrative Cost				\$4,098
Total Annual Cost for on-site data manager position				\$86,048

* Includes: Medical insurance, company match on Social Security and Medicare, Paid vacation, sick days and retirement plan

Total Annual Costs				\$190,352
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VA 1% Transaction Fee capped at \$500				\$500
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TOTAL BUDGET FOR 2011-2012

\$190,852

4.0 Deliverables:

- 4.1 Hosting of Performance Based Prevention Systems (PBPS)
- 4.2 Database Maintenance (Scheduled Back up, Archive, and Data Recovery)
- 4.3 System Management (Security, Internet traffic monitoring, load balancing)
- 4.4 Pre-Post Evaluation Project

State Level: One State Agency (DBHDS)

- a. Anchor Organization, unlimited access to system wide data, reports, functionalities, and has the decision-making authority for system modifications.
- b. Toll-free technical support during normal business hours (9 to 5).
- c. Technical Support Web-site access and update (24x7, and KIT will continue to update the site with input from DBHDS, i.e. training manual changes).
- d. Monthly database status update report (KIT will provide database growth statistics).
- e. Monthly (or upon special requests) database data export (KIT will provide DBHDS a statewide data set in MS Access format with individual identification encrypted).
- f. Annual data archival based on instruction from DBHDS.
- g. Pre-Post Evaluation Data Verification and Error Rate Report.
- h. Pre-Post Evaluation Data Analysis Report.
- i. Pre-Post Evaluation Technical Review and Evaluation Report.

Regional Level: Forty (40) Community Services Boards (CSB)

- a. One concurrent login account per CSB with unlimited access to regional data, reports, and functionalities.
- b. Additional three concurrent login accounts per CSB.
- c. Toll-free technical support during normal business hours (9 to 5).
- d. Technical Support Web-site access and update (24x7).
- e. Documentation including user manual and training materials for the Pre-Post Evaluation Project.
- f. Pre-Post Evaluation Project scannable forms.

5.0 Period of the Agreement:

- 5.1 This Contract shall commence on August 1, 2011 and shall expire July 31, 2012.
- 5.2 This Contract may be canceled by either party upon 30 days written notice.
- 5.3 If this Agreement is terminated, DBHDS shall be liable only for payment of expenses for services rendered before the effective date of termination.

- 5.4 This contract may be renewed by the Commonwealth, upon written agreement of both parties and subject to any changes negotiated by the parties to the contract prior to the effective date of the renewal period, for four successive one-year periods.

6.0 General Conditions:

- 6.1 **Vendors Manual:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and, in addition, a copy can be obtained from the web site of the Division of Purchases and Supply at www.dgs.state.va.us/dps.
- 6.2 **Applicable Laws and Courts:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 6.3 **Anti-Discrimination:** By signature below, the Contractor certifies that it is and will remain in full compliance with the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, Section 2.2-4343.1E*).

In every contract over \$10,000 the following provisions and 6.1.1. and 6.1.2. below apply:

6.3.1 During the performance of this contract, the contractor agrees as follows:

- a. The contract will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

6.3.2 The contractor will include the provisions of 6.1.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 6.4 **Immigration Reform and Control Act of 1986:** By signature below, the Contractor certifies that they will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 6.5 **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 6.6 **Performances:** All services provided by the Contractor pursuant to this Agreement shall be performed to the satisfaction of DMHMRSAS, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. Contractor shall not receive payment for work found by DMHMRSAS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 6.7 **Modification of Agreement:** DMHMRSAS may, upon mutual agreement with the Contractor, issue written modifications to this agreement, including the scope of work, budget and compensation. Any and all modifications to this agreement shall be in writing and signed by the parties below or their official designee.
- 6.8 **Financial Records Availability:** The Contractor agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is later. DMHMRSAS its authorized agent, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 6.9 **Availability of Funds:** It is understood and agreed between the parties herein that DMHMRSAS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
- 6.10 **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 6.11 **Ethics in Public Contracting:** By signature on this contract, the Contractor certifies that its proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their offer and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- 6.12 **Debarment Status:** The Contractor certifies that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agency of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- 6.13 **Changes to the Contract:** By written notice to the Contractor, the Purchaser may from time to time make changes, within the general scope of the contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- 6.14 **Taxes:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 6.15 **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the Purchaser. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.
- 6.16 **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

6.17 **Authorized to Conduct Business In The Commonwealth:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

KIT SOLUTIONS, LLC

By: Xiaopyan Zhang
Xiaopyan Zhang
President

Date: 7/15/11

DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

By: Joy S. Lazarus
Joy S. Lazarus
Director of Administrative Services

Date: 7/19/11