

**DC Department of Mental Health  
Solicitation, Offer, and Award – Section A**

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 33</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-09-RFQ-089-BY4-RKG</b>
		5. DATE ISSUED: <b>Friday, June 5, 2009</b>
		6. OPENING/CLOSING TIME: <b>Friday, June 26, 2009, 2:00 P.M.</b>
7. TYPE OF CONTRACT <b>Request for Quote</b>	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>
----------------------	--	--	---

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<i>PART I – The Schedule</i>				<i>PART II – Contract Clauses</i>			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	5
x	B	Supplies/Services and Price/Costs	1	<i>PART III – List of Documents, Exhibits and Other Attach</i>			
x	C	Description/Specs/Work Statement	4	x	J	List of Attachments	1
x	D	Packaging and Marking	2	<i>PART IV – Representations and Instructions</i>			
x	E	Inspection and Acceptance	5	x	K	Representations, Certifications and other Statements of The Contractors	N/A
x	F	Deliveries or Performance	2	x	L	Instrs. Conds., & Notices to The Contractors	N/A
x	G	Contract Administration	4		M	Evaluation Factors for Award	N/A
x	H	Special Contract Requirements	7				

**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 30 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:		

**AWARD (To be completed by the DMH)**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE



**PART I – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**TABLE OF CONTENTS**

<b>SECTION NO.</b>	<b>SECTION TITLE</b>	<b>PAGE NO.</b>
C.1	BACKGROUND	4
C.2	SCOPE OF WORK	4
C.3	SPECIFIC REQUIREMENTS	4
C.4	VENDOR REQUIREMENTS	5
C.5	STANDARD OF PERFORMANCE	5
C.6	ADVERTISING AND PUBLICITY	6
C-7	CONFIDENTIALITY	6
C-8	RIGHTS IN DATA	6

## **C.1 BACKGROUND**

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia Government that reports directly to the Mayor. DMH's operation units include the Mental Health Authority (MHA), Saint Elizabeths Hospital (SEH), Comprehensive Psychiatric Emergency Program (CPEP) and the Community Services Agency (CSA) located in the District of Columbia. DMH, CPEP provides comprehensive mental health services to adults, children, youths, and their families. DMH, CSA serves more than 7,500 people annually through the CSA and other community-based mental health service providers under contract to the agency. Inpatient services, whether acute, long-term, or forensic, are provided at Saint Elizabeths Hospital. The Contractor shall provide these DMH Agencies access to authoritative online bibliographic databases.

## **C.2 SCOPE OF WORK**

The District of Columbia Department of Mental Health is seeking online database services with full text. The Contractor shall provide access to authoritative bibliographic online databases to include a comprehensive source for full text nursing and allied health journals, a comprehensive source covering topics in emotional and behavioral characteristics, psychiatry and psychology, mental processes in a full text database covering nearly 600 journal titles, a comprehensive sociology full text research database with 708 journals dating back to 1908, archive access to peer-reviewed scholarly and scientific articles from the field of psychoanalysis, a health technology assessments database with studies of medical, social, ethical and economic implications of healthcare interventions and an evidence based database with full text articles and protocols focusing on the effects of healthcare.

## **C.3 SPECIFIC REQUIREMENTS**

The Contractor shall:

Provide the DMH staff with easy on-line access to a comprehensive suite of full text databases which include the following:

- CINAHL with Full Text
- Nursing Reference Center
- PEP Archive (Psychoanalytic Electronic Publishing)
- SocINDEX
- Psychology and Behavioral Sciences Collection
- Health Technology Assessments
- Cochrane Database of Systematic Reviews

Provide comprehensive and customizable solutions with 7 days, 24 - hour on-line access to full text databases.

Provide online information from bibliographic sources, quickly and efficiently.

#### **C.4 VENDOR REQUIREMENTS**

The Contractor must have demonstrated skills in the following areas:

Experience with public and special libraries;

Experience with the District of Columbia Mental Health System;

The Contractor shall be required to sign a District of Columbia, DMH Contract and be bound by the District Health Insurance Portability and Accountability Act (HIPPA), Mental Health Act rules and all other terms/conditions associated with confidentiality, along with disclosure of identifiable health information that is transmitted or maintained by electronic media or is transmitted or maintained in any other form or medium.

#### **C.5 STANDARD OF PERFORMANCE**

The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all times comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

##### **C.5.1 Period of Performance**

The Period of Performance for this contract shall be from Date of Award through One (1) Year with Four (4) One (1) Year Options.

##### **C.5.2 Place of Performance and Invoices**

The Contractor shall provide an original invoice to the Contracting Officer's Technical Representative (COTR) as designated in this Contract in Section G. Service shall be provided at all networked computer work stations of the D.C. Department of Mental Health:

Department of Mental Health Authority  
64 New York Ave., NE, Washington, DC 20002

St. Elizabeths Hospital  
2700 Martin Luther King Jr. Avenue, SE., Washington, DC 20032

Comprehensive Psychiatric Emergency Program  
1905 E St., SE, Building 14, Washington, DC 20003

Community Services Administration  
North Mental Health Center  
1125 Spring Road, NW, Washington, DC 20010

## **C.6 ADVERTISING AND PUBLICITY**

The Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

## **C.7 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH Clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B, and Section H.2 of this Contract.

## **C.8 RIGHTS IN DATA**

Any data first produced in the performance of this contract shall be the sole property of the DMH. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for DMH under this contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

The Contractor agrees to give DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of DMH at such time as to review the intent to release such data to the public. DMH shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

\*\*\*END OF SECTION C\*\*\*

**PART I- THE SCHEDULE**

**SECTION D**

**PACKING AND MARKING**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
D-1 & D-2	PACKAGING AND MARKING	8

**PART I – THE SCHEDULE**

**SECTION D: PACKAGING AND MARKING**

- D-1 The packaging and marking requirements for this Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1).
- D-2 The Contractor shall be responsible for all posting and mailing fees connected with the performance of this Contract.

**\*\*\* END OF SECTION D \*\*\***

**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
E-1 & E-2	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES	10
E-3	TERMINATION FOR CONVENIENCE	11
E-4	TERMINATION FOR DEFAULT	12-13

## **PART I – THE SCHEDULE**

### **SECTION E**

#### **INSPECTION AND ACCEPTANCE**

##### **E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

- (a) The Contractor shall be held to the full performance of the Contract. The DMH shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.
- (b) A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.
- (c) The DMH shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

##### **E-2 Therefore: In the case of non-performed work, DMH:**

- (a) Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the Contract.
- (b) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.
- (c) May, at its option, perform the services by the DMH personnel or other means.

##### **In the case of unsatisfactory work, DMH:**

- (a) Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;
- (b) May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of Officer and at no additional cost to the DMH.

**E-3 TERMINATION FOR CONVENIENCE**

1. The DMH may terminate performance of work under this Contract for the convenience of the Government, in whole or, from time to time, in part, if the Director, Contracts and Procurement/Agency Chief Contracting Officer, Director ACCO, determines that a termination is in the Government's best interest.
2. The Director, Contracts and Procurement/Agency Chief Contracting Officer, Director ACCO, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination and, except as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall immediately proceed with the following obligations:
  - (a.) Stop work as specified in the notice.
  - (b.) Place no further Subcontracts or orders except as necessary to complete the continued portion of the Contract.
  - (c.) Terminate all applicable Subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
  - (d.) Assign to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, all rights, titles, and interests of the Contractor under the Subcontracts terminated, in which case DMH shall have the right to settle or pay any termination settlement Quotation arising out of those terminations.
  - (e.) With approval or ratification to the extent required by the Director, Contracts and Procurement/Agency Chief Contracting Officer, settle all outstanding liabilities and termination settlement Quotations arising from the termination of Subcontracts; approval or ratification shall be final for purposes of this clause.
  - (f.) Transfer title, if not already transferred, and, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, deliver to DMH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated, and (ii) completed or partially completed plans, drawings, and information.
  - (g.) Complete performance of the work not terminated.
  - (h.) Take any action that may be necessary for the protection and preservation of property related to this Contract.

**E-4 TERMINATION FOR DEFAULT**

1. DMH may, subject to the conditions stated below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - (a) Perform the services within the time specified in this Contract or any extension; or
  - (b) Make progress so as to endanger performance of this Contract; or
  - (c) Perform any of the other material provisions of this Contract.
2. DMH's right to terminate this Contract may be exercised if the Contractor does not cure such failure within 10 days (or such longer period as authorized in writing by the Contracting Officer) after receipt of the notice to cure from the Contracting Officer specifying the failure.
3. If DMH terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Director, Contracts and Procurement/Agency Chief Contracting Officer considers appropriate, supplies and services similar to those terminated, and the Contractor shall be liable to DMH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
4. Except for default by Sub Contractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God, (2) fires or floods, (3) strikes, and (4) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
5. If the failure to perform is caused by the fault of a sub Contractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the Sub Contractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the Subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
6. If the Contract is terminated for default, DMH may require the Contractor to transfer title and deliver to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall also protect and preserve property in its possession in which CFSA has an interest.
7. Shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.

8. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of DMH.
9. The rights and remedies of DMH in this clause are in addition to any other rights and remedies provided by law or under this agreement.

**\*\*\* END OF SECTION E \*\*\***

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERY and PERFORMANCE**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
F-1	PERIOD OF PERFORMANCE	15
F-2	DELIVERY OF DELIVERABLES	15
F-3	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	15

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERY AND PERFORMANCE**

**F-1 PERIOD OF PERFORMANCE (POP)**

Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be within the Base Year with no options from the Date of Award through One (1) Year and Four (4) One (1) Year Options as indicated on the Pricing Schedule Period of Performance, Section B, Page 2.

**F-2 DELIVERY OF DELIVERABLES**

Contractor shall provide the Deliverables to the COTR for this procurement as outlined in Section C.

**F-3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Contract, or in meeting any other requirements set forth in this Contract, the Contractor shall immediately notify the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the DMH.

**\*\*\* END OF SECTION F \*\*\***

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
G-1	CONTRACT ADMINISTRATION	17
G-2	TYPE OF CONTRACT	17
G-3	MODIFICATION	18
G-4	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	18
G-5	SUBMISSION OF INVOICES	18
G-6	CERTIFICATION OF INVOICES	19
G-7	PAYMENTS	19
G-8	RESPONSIBILITY FOR AGENCY PROPERTY	19

## **PART I – THE SCHEDULE**

### **SECTION G**

#### **CONTRACT ADMINISTRATION DATA**

##### **G-1 CONTRACT ADMINISTRATION**

Correspondence or inquiries related to this Contract Agreement or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office/Fax (202) 671-3195  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

##### **G-2 TYPE OF CONTRACT**

This is a Fixed Price Contract agreement. The Contractor shall be remunerated at a Fixed Rate indicated in Section B for service performed. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the work actually performed. Pursuant to the Terms and Conditions, individuals under Fixed Price Contracts working for Department of Mental Health (DMH) are not eligible to be paid for holidays and sick leave.

This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.

By accepting this order or Contract the Contractor agrees, that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 **MODIFICATIONS**

Any changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 **DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

***Velora A. Jernigan-Pedrick, MLS***  
***Librarian***  
*Department of Mental Health*  
*Saint Elizabeths Hospital*  
*Health Sciences Library CT6A*  
*2700 MLK, Jr. Ave., S.E.*  
*Washington, D.C. 20032*  
*202 645-7379 voice*  
*202 645-8353 fax*  
*Velora.Jernigan-Pedrick@dc.gov*

G.5 **SUBMISSION OF INVOICE**

The Contractor shall submit an original and three copies of the invoice on a monthly basis to the Contracting Officer's Technical Representative (COTR). The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from the Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and must be resubmitted as indicated in this clause.

**G-6 CERTIFICATION OF INVOICE**

Contracting Officer's Technical Representative shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

**G-7 PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay the Contractor for performing the services under this Contract at the prices stated in Section B.

**G-8 RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Sub Contractors. The Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

**\*\*\* END OF SECTION G \*\*\***

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
H-1	CONTRACTOR LICENSE CLEARANCES	21
H-2	PRIVACY AND CONFIDENTIALITY COMPLIANCE	21-25
H-3	COST OF OPERATION	25
H-4	LIQUIDATED DAMAGES	25
H-5	PROTECTION OF PROPERTY	26
H-6	AMERICANS WITH DISABILITES ACTION OF 1990 (ADA)	26
H-7	SECTION 504 OF THE REHABILITATION ACT OF 1973	26

## **PART I – THE SCHEDULE**

### **SECTION H**

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **H-1 CONTRACTOR LICENSE/CLEARENANCES**

The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

##### **H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

###### **H.2.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
  - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.

- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

#### H.2.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a sub Contractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting<sup>22</sup>

Officer, for purposes of the determining DMH's compliance with the Privacy Rule.

- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### H.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall 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.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### H.2.4 Obligations of DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.

- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of protected information.

#### H.2.5 Permissible Requests by DMH

- (a) DMH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DMH.

#### H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - (2) Immediately terminate the Contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
  - (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of sub Contractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
  - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

## H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DMH to comply with the Privacy Rule.

## H-3 **COST OF OPERATION**

All costs of operation under this Contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, meals, transportation, salaries and bonuses.

## H.4 **LIQUIDATED DAMAGES**

- H.4.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$100 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.4.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.
- H.4.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

**H.5 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

**H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, this Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended:**

During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. Section 794 et. seq.

**\*\* END OF SECTION H \*\*\***

**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**TABLE OF CONTENTS**

<b>CLAUSE No.</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
I (1 through11)	CONTRACT CLAUSES	28-32

## **PART II – CONTRACT CLAUSE**

### **SECTION I – CONTRACT CLAUSES**

#### **I-1 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

#### **I-2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the “OCP Policies” link, and then the link to “Standard Contract Provisions-Supply and Services Contracts.”

#### **I-3 RESERVED**

#### **I-4 TIME**

Time, if stated in a number of days, includes all calendar days unless otherwise stated. Business days shall mean all days excluding Saturdays, Sundays, Holidays and other days in which District government is closed.

#### **I-5 SUSPENSION OF WORK**

I-5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and by Procurement/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

I-5.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I-5.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension

order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

**I-6 STOP WORK ORDER**

- I-6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.
- I-6.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).
- I-6.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be modified, in writing, accordingly.
- I-6.4 If the stop-work order 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 the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- I-6.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I-6.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**I-7 RESERVED**

**I-8 RESERVED**

**I-9 ANTI-KICKBACK PROCEDURES**

**I-9.1 Definitions:**

- I-9.1.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, sub Contractor, or sub Contractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subContract relating to a prime Contract.
- I-9.1.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I-9.1.3 “Prime Contract,” as used in this clause, means a Contract or Contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I-9.1.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime Contract with the District.
- I-9.1.5 “Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- I-9.1.6 “SubContract,” as used in this clause, means a Contract or Contractual action entered into by a prime Contractor or sub Contractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.
- I-9.1.7 “Sub Contractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subContract entered into in connection with such prime Contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier sub Contractor.
- I-9.1.8 “Sub Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a sub Contractor.
- I-9.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
  - I-9.2.1 Providing or attempting to provide or offering to provide any kickback;
  - I-9.2.2 Soliciting, accepting, or attempting to accept any kickback; or

I-9.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a sub Contractor to a prime Contractor or higher tier sub Contractor.

I-9.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.

I-9.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.

I-9.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the Prime Contractor withhold from sums owed a sub Contractor under the prime Contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

I-10 **INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

I.10.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.10.2 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.10.3 Workers' Compensation: The 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 Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.10.5 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

- I.10.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I-11 ORDER OF PRECEDENCE**

Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007. A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth, in descending order of precedence, documents that are hereby incorporated into this Contract by reference and made a part of the Contract:

1. Sections A through J of this Contract number RM-09-RFQ-089-BY4- RKG.
2. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (J.1).
3. Tax Certification Affidavit (J.2).
4. Equal Employment Opportunity statement (J.3).

**\*\*\* END OF SECTION I \*\*\***

**PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF REQUIRED COMPLIANCE DOCUMENTS**

**TABLE OF CONTENTS**

**REQUIRED COMPLIANCE DOCUMENT WEBSITES (Control plus click to follow internet link):**

- J-1            STANDARD CONTRACT PROVISIONS
  - Standard Contract Provisions (March 2007)\*
  
- J-2            TAX CERTIFICATION AFFIDAVIT
  - Tax Certification/Affidavit\*
  
- J-3            EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT
  - EEO Information and Mayor Order 85-85\*

The Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated herein by reference.

\*\*\* END OF SECTION J \*\*\*