

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH CONTRACTS AND PROCUREMENT SERVICES (CPS) 609 H STREET, NE, 4th FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 37
	3. CONTRACT NUMBER: RM-12-RFQ-062-BY0-SC
	4. SOLICITATION NUMBER: RM-12-RFQ-062-BY0-SC
	5. DATE ISSUED: January 13, 2012
	6. OPENING/CLOSING TIME: Friday, January 13, 2012/Thursday, January 19, 2012 @2:00pm (est)
	8. DISCOUNT FOR PROMPT PAYMENT:
. TYPE OF SOLICITATION/CONTRACT: <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE (SAS) <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ)	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** 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 RFP will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the request for quotation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the REQUEST FOR QUOTE 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:	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) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

SECTION B

SUPPLIES OR SERVICES AND PRICE

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PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

SUPPLIES OR SERVICES

The District of Columbia, Department of Mental Health (DMH) has an immediate need for a Contractor with experience in the planning and development of Substance Abuse and Mental Health Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) and Center for Mental Health Services (CMHS) Grants. Contractor also shall have experience in providing Implementation Based Strategic Planning assistance and facilitation through both on-site and electronic modalities.

PRICE/COST

This is a Request for Quotation (RFQ). Payment shall be made based on the Fixed Unit Prices for the grant writing services as specified on Schedule B Pricing Sheet.

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF CONTRACT

The District of Columbia, Department of Mental Health (DMH) has an immediate need for a Contractor with experience in the planning, development and grant writing services for previous Substance Abuse and Mental Health Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) and Center for Mental Health Services (CMHS) Grants. In addition, Contractor also shall have experience in providing Implementation Based Strategic Planning assistance and facilitation through both on-site and electronic modalities.

B.2 CONTRACT TYPE

The District contemplates awarding a Contract based upon a Request for Quote with a Quotation submitted by the Prospective Bidder.

B.3 SCHEDULE B – PRICING SCHEDULE

(A)	(B)	(C)	(D)	(E)
Line Item No.	Services	Quantity Per Day	Unit Price	Extended Price
0001	<u>Phase I: Evaluation Work:</u> Conduct interviews with key DMH staff, reading reports, conducting a literature search and other data gathering activities required to develop the content of the grant	_____	\$ _____	\$ _____
0002	<u>Phase II: Grant Writing Services:</u> Prepare and submit a draft of grant application to the Contracting Officer’s Technical Representative (COTR)	_____	\$ _____	\$ _____

PERIOD OF PERFORMANCE FROM DATE OF AWARD FOR ONE CALENDAR YEAR

 Name of Contractor

 Name and Title of Person Authorized to Sign for Contractor

 Date

*** END OF SECTION B***

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND:

The District of Columbia is the recipient of a planning grant from the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS) to develop a detailed strategic plan to address the current mental health services for bifurcation of the funding for children, youth and families. The goal is to develop a strategy that will increase access to and integration of these services. This plan and the information gathered through the planning process will be used to develop an implementation grant from SAMHSA.

The District of Columbia, Department of Mental Health is seeking a contractor to facilitate the planning process and development of the Implementation Based Strategic Plan and the grant submission.

C.2 MINIMUM QUALIFICATION

- C.2.1 Contractor shall have knowledge and familiarity with System of Care Concepts and prior experience in the development of SAMHSA System of Care Grants. Contractor shall have knowledge and experience in children's mental health;
- C.2.2 Contractor shall have prior significant advisory role in the planning and development previous SAMHSA, CSAT, and CMHS grants;
- C.2.3 Contractor shall have planning and coordination experience among service providers on numerous federal, state and local projects;
- C.2.4 Contractor shall have experience in providing implementation based strategic planning assistance and facilitation through both on-site and electronic modalities;
- C.2.5 Contractor shall have the capability to very quickly identify a consultation and support person to assist the Department of Mental Health (DMH) in the development of the Implementation Based Strategic Planning for the grant;
- C.2.6 Contractor shall have expertise or consulting experience in the design, implementation, monitoring, and evaluation of mental health, substance abuse, and HIV-AIDS programs for the most vulnerable minority populations;
- C.2.7 Contractor shall provide current resume/CV on all personnel who shall be assigned to this contract; and
- C.2.8 Complete and submit with Quotation all required compliance documents contained in Section J.

C.3 SCOPE OF WORK/DELIVERABLES

C.3.1 There shall be two phases to this contract:

C.3.1.1 Phase I – Evaluation Work: Identified Evaluator to work with DMH to collect and analyze data to measure the following:

- a) number of organizations or communities that demonstrate improved readiness to change their systems in order to implement mental health-related practices that are consistent with the goals of the grant. State Mental Health Vendor Reporting T1 and T2 Data (The number of T1 and T2 measures reported);
- b) number of organizations collaborating/coordinating/sharing resources with other organizations as a result of the grant;
- c) number of consumers/family members representing consumer/family organizations who are involved in ongoing mental health-related planning and advocacy activities as a result of the grant;
- d) evaluator shall have familiarity with the Transformation Accountability (TRAC) System where the data shall be managed by the TRAC System-Infrastructure Development, Prevention and Mental Health Promotion Indicators (IPP). The IPP indicators shall be collected quarterly after entry of annual goals;
- e) data shall be used to manage the project and assure continuous quality improvement, including consideration of how systems shall identify disparate outcomes for different racial/ethnic groups. Systems shall be put in place to relate process and outcome information routinely to program staff and Contractor shall be expected to assist DMH of the management of this work;
- f) evaluation shall also document the outcome of the SOC Expansion team Kick-Off Summit and creation of the Blue Print/Logic Model, which shall guide the planning into implementation process;
- g) evaluator shall work closely with DMH to create, distribute, collect, analyze and report-out on various stakeholders 'satisfaction surveys of the entire planning process; and
- h) evaluator shall report on the progress achieved, barriers encountered, and efforts to overcome these barriers in a performance assessment report to be submitted quarterly, and summarized in a final evaluation report after year one is completed.
- i) evaluator shall periodically review the performance data described above and report to SAMHSA on a quarterly basis. The evaluation shall assess all committees' progress. These data shall also be shared quarterly with the System of Care (SOC) Expansion Team and used to improve management and functioning of the Team and project components. The assessment is designed to help determine the achievement of stated by DC Gateway Grant outcomes and which adjustments need to be made to the project.

C.3.1.2 Facilitation Work: Identified Facilitation tasks shall consist of the following:

- a) provide face to face facilitation at Executive Team meetings and Stake holders meetings;
- b) provide on-going consultation, averaging twice a month to the stake holders group, through conference calls or in person upon request from DMH;

- c) provide written feedback to DMH on strategic planning progress and make recommendations for improvements;
- d) provide, upon request, participation in the planning and/or grant writing for future grants associated with the DC Gateway Project; and
- e) Contractor shall work with the Executive Team and the SOC Expansion Team and its Subcommittees in the creation and submission of an Implementation Grant in the event SAMHSA releases an RFP for implementation of the Comprehensive Strategic Plan, the Social Marketing Plan, and the Social & Linguistic Competency Plan that result from this planning grant.
- f) Phase I shall be completed by September 30th, 2012 as per the DC Gateway Grant award.

C.3.1.3 Phase II Grant Writing Services: create consistent provision of planning and writing services to support the development of the comprehensive plan that imitates from the work performed under the DC Gateway planning grant awarded:

- a) Contractor shall provide grant writing services to DMH with respect to the SAMHSA implementation grant for the DC Gateway Implementation of Plan developed as a result of the Planning grant noted above;
- b) Contractor shall, through interviews, email and fax communication, elicit the information from DMH necessary for developing a qualified SAMHSA SOC grant (this information shall include, but not be limited to, information about the corporate status of DMH, current and recent programs operated by the Client, as required by the RFP);
- c) Contractor shall prepare, with appropriate input from DMH, the program narrative, to meet the RFP bid requirements and develop a highly competitive grant;
- d) Upon commencing the grant preparation process the vendor shall meet with DMH to discuss a mutual information/ draft exchange process and mutually agreed upon timeframes;
- e) Contractor shall prepare an outline of the grant with questions to solicit information required from DMH for each section of the narrative. DMH shall be responsible for submitting the requested information to the Vendor by the mutually agreed upon date;
- f) Contractor shall make recommendations about existing DMH programs for the purpose of enhancing the likelihood that the grant funding shall be obtained;
- g) Contractor shall prepare, for DMH, a comprehensive list of required documents for the application that DMH shall be responsible for obtaining, such as letters of support, forms and resumes. This list shall be presented to the DMH in a timely fashion to allow the DMH sufficient time to incorporate these documents into the grant package for timely submission by DMH(Contractor shall not submit grant applications on behalf of DMH); and
- h) Completing the final draft on time shall require the active participation of the DMH. Lack of responsiveness could cause an inability to meet the deadline with a qualified and competitive grant.

C.4 STANDARD OF PERFORMANCE

C.4.1 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 services under this contract. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

C.5 ADVERTISING AND PUBLICITY

C.5.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, 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.6 CONFIDENTIALITY

C.6.1 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.

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

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

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PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf

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PART I - THE SCHEDULE

SECTION F

DELIVERY and PERFORMANCE

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PART I - THE SCHEDULE

SECTION F

DELIVERY AND PERFORMANCE

F-1 **CONTRACT TYPE**

The District contemplates awarding a contract based on Quotation received from Bidder.

F-2 **PERIOD OF PERFORMANCE**

F-2.1 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 (POP) for this Contract shall be from Date of Award for One (1) Calendar Year.

F-3 **DELIVERABLES**

See Section C – Scope of Work/Deliverables of this Contract

F-4 **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

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE – 4th Floor
Washington, DC 20002
(202) 671-3188 – Office Email: Samuel.feinberg@dc.gov

G-2 TYPE OF CONTRACT

This is a Request for Quotation. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this contract individuals working under this contract for Department of Mental Health (DMH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

This Contract is a “non-personal service 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 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract beyond September 30, 2012. DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this

contract beyond September 30, 2012, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G-5 **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:

Marie Morilus-Black, LCSW-R
Department of Mental Health
Children and Youth Services Director
609 H Street, NE, 5th, WDC 20002
Phone: 202-671-0344
Cell: 202-441-5371
Fax: 202-673-7502 Email: marie.morilus-black@dc.gov

G-6 **SUBMISSION OF INVOICE**

The Contractor shall submit an original and three copies of the invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoices shall include 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 Thirty (30) days after the COTR receives a proper and certified invoice from DMH Accounts Payable of the Contractor's Invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G-7 **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-8 **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-9 **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 Subcontractors. 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

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 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 Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of **\$500 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

H.1.2 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-2 CONTRACTOR LICENSE/CLEARANCES

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.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 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.3.2 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.3 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.3.
- (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.3.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, 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 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.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, 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.3, 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.3, 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 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.

- (d) Except as otherwise limited in this Section H.3, 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.3.4 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.3.5 Permissible Requests by DMH

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.3.6 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.3 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.3.6(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 subcontractors 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.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.3 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.3 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.3.6 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 April 2003, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DMH to comply with the Privacy Rule.

H-4 **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, transportation, salaries and bonuses.

H.5 **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.6 **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 I: THE SCHEDULE

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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PART I: THE SCHEDULE

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

CONTRACT CLAUSES

I.1 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://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.6 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.

<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

I.7 OTHER CONTRACTORS

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

I.8 SUBCONTRACTORS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

1.9.1 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

I-10 SUSPENSION OF WORK

I-10.1 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 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-10.2 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-10.3 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-11 STOP WORK ORDER

- I-11.1 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-11.2 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-11.3 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-11.4 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-11.5 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-11.6 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.12 INSURANCE

The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractor, and if so, the evidence of insurance

submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Government of the District of Columbia
Department of Mental Health
609 H Street, NE, 4th Floor
Washington, DC 20002

I.13.1 WORKERS' COMPENSATION INSURANCE

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease, and \$500,000/disease policy limit shall be included.

I.14.2 COMMERCIAL GENERAL LIABILITY INSURANCE

A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent contractors, and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.14.3 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least thirty (30) days written notice to the District, prior to any termination or material alternation.

I.15 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Mental Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.16 **FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.17 **ANTI-KICKBACK PROCEDURES**

Definitions:

“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, subcontractor, or subcontractor 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.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

- I.17.1 “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.17.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.
- I.17.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.
- I.17.4 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- I.17.5 “Subcontractor,” 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 subcontractor.
- I.17.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- I-17.6 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.17.6.1 Providing or attempting to provide or offering to provide any kickback;
- I.17.6.2 Soliciting, accepting, or attempting to accept any kickback; or

- I.17.6.3 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 subcontractor to a prime Contractor or higher tier subcontractor.
- I.17.7 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-17.6 of this clause in its own operations and direct business relationships.
- I.17.8 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-17.6 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.17.9 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 subcontractor 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.18 RIGHTS IN DATA**
- I.18.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.18.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.18.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-

independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.18.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.18.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- I.18.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.18.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.18.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.18.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
- I.18.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.18.7 The restricted rights set forth in Section I-18.6 are of no effect unless:
- I.18.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- I.18.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.18.8 In addition to the rights granted in Section I-18.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-18.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- I.18.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-18.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.18.10 For all computer software furnished to the District with the rights specified in Section I-18.3, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-18.7. For all computer software furnished to the District with the restricted rights specified in Section I-18.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.
- I.18.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:
- I.18.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or

- I.18.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.18.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.18.13 Sections I-18.6, I-18.7, I-18.8, I-18.11 and I-18.12 in this clause are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of

I.19 ORDER OF PRECEDENCE

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:

- I.19.1 Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) (Attachment J.2)**
- I.19.2 Sections A through J of this Contract Number RM-12-RFQ-062-BY0-SC**
- I.19.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)**
- I.19.4 Wage Determination No. 2005-2103 (Revision No. 9, June 9, 2010)**
- I.19.5 Request for Quote (RFQ) Submission from Prospective Vendor**
- I.19.6 DMH Policies and Rule**

This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contact.

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

PART I: THE SCHEDULE

SECTION J

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

- J-1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). **(27 PAGES)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf
- J-2 Consent Order Dated December 12, 2003 In Dixon, et al. v Fenty, et al., ca 74-285 (TFH) (Dixon Consent Order) (18 Pages) **(18 PAGES)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,31262|.asp>
- J-3 Tax Certification Affidavit **(1 PAGE) (RETURN WITH QUOTE)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf
- J-4 Equal Employment Opportunity (EEO) Policy Statement **(6 PAGES)**
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf
(RETURN WITH QUOTE)
- J-5 First Source Agreement **(9 Pages)**
http://does.dc.gov/does/frames.asp?doc=/does/lib/does/frames/New_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf **(RETURN WITH QUOTE)**
- J-6 Wage Determination No. 2005-2103 (Revision 9) June 9, 2010 **(10 PAGES)**
<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>
- J-7 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) **(2 PAGES)**
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8 Department of Mental Health Policies and Rules **(NEW) (85 PAGES)**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>

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 *****