

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

1. ISSUED BY/ADDRESS OFFER TO:  <p align="center"><b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES (CPS) 609 H STREET, NE, 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b></p>	2. PAGE OF PAGES: <b>1 of 35</b>
	3. CONTRACT NUMBER: <b>RM-12-RFQ-WATP-052-BY2-SC</b>
	4. SOLICITATION NUMBER: <b>RM-12-RFQ-WATP-052-BY2-SC</b>
	5. DATE ISSUED: <b>November 17, 2011</b>
	6. OPENING/CLOSING TIME: <b>November 17, 2011/Tuesday, November 29, 2011@12:Noon (EST)</b>
	7. TYPE OF SOLICITATION/CONTRACT: <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <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: <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>
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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 PROPOSAL 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) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1 PURPOSE OF CONTRACT**

Professional services to administer the payroll process for the Work Adjustment Training Program Payroll Administration at Saint Elizabeths Hospital.

**B.2 CONTRACT TYPE**

The District contemplates awarding a Firm-Fixed-Price Contract.

**B.3 SCHEDULE B – PRICING SCHEDULE – BASE YEAR**

(A)	(B)	(C)	(D)	(E)	(F)
Line No.	Services	Quantity NTE	Units	Unit Price	Extended Price
0001	Checks up to 55 (includes Taxpay; Direct Deposit; Payroll Delivery; Annual Charges to includes: Quarter/Year End Reports Delivery; W-2 Delivery; Provide W-2 Forms)	55	(Bi-Monthly)  26	_____	_____
0002	One Time Set Up Fee Charge (Implementation, Customization & Training)	55	N/A	_____	_____

**GRAND TOTAL \$ \_\_\_\_\_**

\_\_\_\_\_  
**Name of Offeror**

\_\_\_\_\_  
**Name and Title of Person Authorized to Sign for Offeror**

\_\_\_\_\_  
**Signature of Authorized Offeror**

\_\_\_\_\_  
**Date**

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1 PURPOSE OF CONTRACT**

Professional services to administer the payroll process for the Work Adjustment Training Program Payroll Administration at Saint Elizabeths Hospital.

**B.2 CONTRACT TYPE**

The District contemplates awarding a Firm-Fixed-Price Contract.

**B.3 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR ONE**

(A) Line No.	(B) Services	(C) Quantity NTE	(D) Units	(E) Unit Price	(F) Extended Price
0001	Checks up to 55 (includes Taxpay; Direct Deposit; Payroll Delivery; Annual Charges to includes: Quarter/Year End Reports Delivery; W-2 Delivery; Provide W-2 Forms)	55	(Bi-Monthly)  26	_____	_____
0002	One Time Set Up Fee Charge (Implementation, Customization & Training)	55	N/A	_____	_____

**GRAND TOTAL \$ \_\_\_\_\_**

\_\_\_\_\_  
**Name of Offeror**

\_\_\_\_\_  
**Name and Title of Person Authorized to Sign for Offeror**

\_\_\_\_\_  
**Signature of Authorized Offeror**

\_\_\_\_\_  
**Date**

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1 PURPOSE OF CONTRACT**

Professional services to administer the payroll process for the Work Adjustment Training Program Payroll Administration at Saint Elizabeths Hospital.

**B.2 CONTRACT TYPE**

The District contemplates awarding a Firm-Fixed-Price Contract.

**B.3 SCHEDULE B – PRICING SCHEDULE – OPTION YEAR TWO**

(A) Line No.	(B) Services	(C) Quantity NTE	(D) Units	(E) Unit Price	(F) Extended Price
0001	Checks up to 55 (includes Taxpay; Direct Deposit; Payroll Delivery; Annual Charges to includes: Quarter/Year End Reports Delivery; W-2 Delivery; Provide W-2 Forms)	55	(Bi-Monthly)  26	_____	_____
0002	One Time Set Up Fee Charge (Implementation, Customization & Training)	55	N/A	_____	_____

**GRAND TOTAL \$ \_\_\_\_\_**

\_\_\_\_\_  
**Name of Offeror**

\_\_\_\_\_  
**Name and Title of Person Authorized to Sign for Offeror**

\_\_\_\_\_  
**Signature of Authorized Offeror**

\_\_\_\_\_  
**Date**

**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 Work Adjustment Training Program (WATP) has existed at Saint Elizabeths Hospital for over two decades. WATP was initially known as Vocational Rehabilitation Services. The stated purpose of the program is “to provide strong linkages and integration of psychiatric treatment and vocational rehabilitation services in order to provide increased opportunities for work preparation, work adjustment, job placement and continued employment”.

This program currently has between forty-five (45) to fifty-five (55) participants, all of whom are located at Saint Elizabeths Hospital. These individuals receive a bi-weekly paycheck for performing part time work. The current rate of pay is \$7.25 per hour. Currently the majority of employees are receiving a paper paycheck, with 2 or 3 employees with direct deposit into their personal bank account. Annual payroll disbursement is between \$250,000 and \$300,000.

These employees have Federal, State and FICA taxes deducted from their paychecks, receive earnings statements, and receive W2s on an annual basis.

Currently, this program is managed by employing a mix of manual processes and the use of an information system application that is antiquated and can only be supported by specialized programmers. The Department of Mental Health (DMH) is seeking an outside vendor with state of the art technology to administer this process.

**C-2 SCOPE OF WORK/DELIVERABLES**

- C-2.1 Payroll Vendor shall provide a Web-Based Time Accounting System with appropriate security controls to collect and tabulate time worked by employee on a bi-weekly basis as reported by the employee’s supervisor. The Time Accounting System shall have electronic signature capability for the supervisor to ensure the validity of the time reported.
- C-2.2 Payroll Vendor shall provide front-end system administration access for the DMH Payroll Coordinator to review, approve, and manage the payroll process; including supervisory verification of the hours worked by person, the ability to modify participant information as required and the ability to change or modify hours worked and/or pay any withholding rates as required.
- C-2.3 Payroll Vendor shall provide access to the front-end system for the DMH Payroll Coordinator to do the final approval of the bi-weekly payroll distribution.
- C-2.4 Payroll Vendor shall establish a **clearing account** into which DMH would forward – transfer One-Quarter (25%) of the annual estimated payroll and taxes into that account. **It should be noted that payroll funds should not be disbursed unless DMH has ensured that adequate funds exist in the account.**
- C-2.5 Once the disbursements are approved, Payroll Vendor shall create both checks and payment stubs (for those receiving paper checks), or non-negotiable payments statements (for those with funds transferred directly into bank accounts).

- C-2.6 Payroll Vendor shall ensure that the checks or the payment statements are delivered to the DMH Payroll Coordinator (or their designee) twenty-four (24) hours prior to the time in which the checks are to be disbursed.
- C-2.7 Payroll Vendor shall electronically file the proper tax liability forms and forward the withheld taxes to State and Federal entities on a timely basis. This would be once per month for State filing and once per quarter for Federal taxes.
- C-2.8 Payroll Vendor shall provide Tax Statements (W2s) to each employee serviced on an Annual basis.
- C-2.9 Payroll Vendor shall provide bi-weekly payroll reports to the DMH Payroll Coordinator. These reports shall identify the requisite information necessary for the reconciliation of payroll including, but not limited to:
- a. Amount transferred into clearing account
  - b. Work time reported by each employee for bi-weekly period
  - c. Amount paid to each employee
  - d. Taxes withheld by employee
  - e. Total amount of disbursement by payroll cycle
  - f. Amount of taxes filed for each employee, date of taxes filed for each employee
  - g. Amount remaining in clearing account
  - h. Demographics of each employee, including highlighting changes in employee demographics and date that employee demographics were modified
- The reporting must be real time and can be either scheduled to run or on-demand based on the needs of the Payroll Coordinator.
- C-2.10 Payroll Vendor shall provide monthly invoices for administrative management of the Payroll Program that shall clearly identify any costs incurred in that month associated with the administration of the program.
- C-2.11 Payroll Vendor shall establish controls consistent with generally accepted accounting principles for all funds provided by DMH for administrative and programmatic management of the employee payroll.
- C-2.12 Payroll Vendor shall provide evidence of controls that are in place within their system to support this process; including ongoing data backup, security encryption such as firewalls and intrusion detection for the delivery of reports and timesheets.
- C-2.13 Payroll Vendor shall provide a payroll account specialist to this project to support DMH in the implementation of this project and to address any administrative or programmatic concerns in a timely manner. This shall include a project plan outlining key implementation steps such as data conversion, testing, training, and go – live procedures.
- C-2.14 Payroll Vendor shall participate in any official auditing of the Administrative or Program function involving the payroll process.



**C-3 MINIMUM REQUIREMENTS**

- C-3.1 Payroll Vendor shall have a minimum of three years experience in full service Payroll Accounting Web-Based Systems.
- C-3.2 Payroll Vendor shall have a minimum of three years experience with servicing entities with less than 60 employees.
- C-3.3 Payroll Vendor shall have a minimum of three years experience with current industry standard software testing procedures and protocols consistent with software development life cycle (SDLC) methodologies and in configuration management and systems integration.
- C-3.4 Payroll Vendor shall have a minimum of three years experience in Payroll Accounting specifically in the public sector working with regulatory agencies.

**C-4 STANDARD OF PERFORMANCE**

- C-4.1 The Payroll Vendor 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. Payroll Vendor 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 Payroll Vendor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Payroll Vendor'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 Payroll Vendor 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.3 of this Contract.

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

**PART I - THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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**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](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open hyperlink and select “OK.”)
- 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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**SECTION E**

**INSPECTION AND ACCEPTANCE**

- E.1** References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.  
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open hyperlink and select “OK.”)

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

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**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 Fixed Price Contract.

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 One (1) Year from Date of Award with Two (2) One Year Option Periods.

F-3 **OPTION PERIOD**

F-3.1 The District shall extend the POP of this Contract by exercising up to Two (2) One Year Option Periods or a fraction thereof.

F-4 **OPTION TO EXTEND THE TERM OF THE CONTRACT**

F-4.1 The District shall extend the term of this Contract for a period of Two (2) One Year, Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer prior to expiration of the Contract.

F-4.2 If the District exercises the option, the extended Contract shall be considered to include the option provision.

F-4.3 The price for the option period shall be as specified in the Contract.

F-5 **DELIVERABLES**

Section C "Scope of Work/Deliverables."

F-6 **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 – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office      Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**G-2 TYPE OF CONTRACT**

This is a Firm Fixed Contract for Payroll Administration Services (Work Adjustment Training Program Services). 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

Jerome Austin, Accountant  
Department of Mental Health  
Saint Elizabeths Hospital  
1100 Alabama Avenue, Room 227.00G  
Washington, DC 20032  
Phone: (202) 299-5102  
Fax: (202) 561-6943  
E-mail: [jerome.austin@dc.gov](mailto:jerome.austin@dc.gov)

G-6 **SUBMISSION OF INVOICE**

The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6<sup>th</sup> Floor Washington, DC 20002 or by e-mail to [dmh.ap@dc.gov](mailto: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 Contractor, 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 \$100 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.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 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.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 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.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.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.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 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.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 April 2003, 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-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**

**SECTION I – CONTRACT CLAUSES**  
**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](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf). (Right Click on link and select “Open Hyperlink.”)

**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.3. 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, 4<sup>th</sup> 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.12.6.1 Providing or attempting to provide or offering to provide any kickback;
  - I.12.6.2 Soliciting, accepting, or attempting to accept any kickback; or
  - I.12.6.3 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-10.2 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-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.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-5.6 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-5.9 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-5.9 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-2 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-5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-5.5. For all computer software furnished to the District with the restricted rights specified in Section I-5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by 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-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 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-WATP-052-BY2-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 DMH Policies and Rules**
- I.19.5 Solicitation/Request for Quotation Number RM0-12-RFQ-WATP-052-BY2-SC as amended, if appropriate**
- I.19.6 Tax Certification Affidavit (J.3)**
- I.19.7 EEO Package (J.4)**
- I.19.8 Wage Determination (Attachment J.5)**

**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). (Right click on link, select “Open Hyperlink”) **(27 PAGES)**  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](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) (Right click on link, select “Open Hyperlink.”) **(18 PAGES)**  
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,31262,asp>
- J-3 Tax Certification Affidavit (Right click on link, select “Open Hyperlink.”) **(1 PAGE)**  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/TAX\\_CERTIFICATION\\_AFFIDAVIT.pdf](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)** (Right click on link, select “Open Hyperlink”) [http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/eoo\\_compliance.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eoo_compliance.pdf)
- J-5 Wage Determination No. 2005-2103 (Revision 9) June 9, 2010 **(10 PAGES)**  
<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>
- J-6 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.7 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 \*\*\***