



---

---

**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH  
CONTRACTS AND PROCUREMENT ADMINISTRATION**

---

---

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
INVITATION FOR BID (IFB)  
AVATAR MANAGEMENT REPORTS SPECIALIST  
RM-11-IFB-029-BY1-AMRS-OF**

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of an experienced Contractor to serve as a Management Reports Specialist for a specific information technology project. The Contractor shall work closely with members of the SEH and Department of Mental Health (DMH) staff.

**Opening Date: Friday, October 22, 2010**  
**Closing Date: Wednesday, November 03, 2010**  
**Closing Time: 2:00 PM EST.**

Please contact Contracts Specialist O'Linda Fuller, *MBA* @ 202 671-3179 or address: 64 New York Avenue NE, 4<sup>th</sup> Floor Washington, D.C. 20002, or email: [Olinda.fuller@dc.gov](mailto:Olinda.fuller@dc.gov) to obtain a copy of the IFB.

1. ISSUED BY/ADDRESS OFFER TO: <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>TH</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 34</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-11-IFB-029-BY1-AMRS-OF</b>
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: <b>October 22, 2010/ November 3, 2010 @ 2:00 PM EST.</b>
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (IFB)	8. DISCOUNT FOR PROMPT PAYMENT: N/A	
NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: <b>202-671-3171</b>	B. E-MAIL ADDRESS: Samuel.feinberg@dc.gov
----------------------	---	--	--

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	27-33
x	B	Supplies/Services and Price/Costs	2-4	PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement	5-8	x	J	List of Attachments	34
x	D	Packaging and Marking	9-10	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	11-12	x	K	Representations, Certifications and other Statements of Contractors	N/A
x	F	Deliveries or Performance	13-14	x	L	Instrs. Conds., & Notices to Contractors	N/A
x	G	Contract Administration	15-18	x	M	Evaluation Factors for Award	N/A
x	H	Special Contract Requirements	19-26				

### OFFER (TO BE COMPLETED BY 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 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 IFB/shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (Contractor acknowledge receipt of amendments to the SOLICITATION for Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF CONTRACTOR: N/A			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE: 773	NUMBER: 866	EXT: 2180		

### AWARD (To be completed by the DMH) IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

16. ACCEPTED AS TO THE FOLLOWING ITEMS: N/A	17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>SAMUEL J. FEINBERG, CPPO, CPPB DIRECTOR, CONTRACTS AND PROCUREMENT ADMINISTRATION AGENCY CHIEF CONTRACTING OFFICER</b>	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

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

**TABLE OF CONTENTS**

<b>SECTION NO.</b>	<b>SECTION TITLE</b>	<b>PAGE NO.:</b>
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	ORDERING PROCEDURES	3
B.4	PRICING SCHEDULE	4

**SECTION B  
SUPPLIES OR SERVICES AND PRICE**

**B.1 PURPOSE OF SOLICITATION**

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of an experienced Contractor to serve as a Management Reports (Developer) Specialist for a specific information technology project. The Contractor shall work closely with members of the SEH and Department of Mental Health (DMH) staff.

**B.2 CONTRACT TYPE**

The District of contemplating executing a Labor Hour Base Year Contract (One Year from the Date of Award) with Two Option Year Periods.

**B.3 ORDERING PROCEDURES**

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule C as agreed upon in the contract. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of performance of this Contract and not completed within that period of performance shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the some extent as if the order were completed during the Contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the Contract expiration date.

**SCHEDULE B – PRICING SCHEDULE**

**B.1 BASE YEAR**

CONTRACT LINE ITEM NO.: (CLIN)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	AVATAR Management Reports Specialist	1920	HOURS		
GRAND TOTAL					

**B.2 OPTION YEAR ONE**

CONTRACT LINE ITEM NO.: (CLIN)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	AVATAR Management Reports Specialist	1920	HOURS		
GRAND TOTAL					

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Signature of Authorized Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

**TABLE OF CONTENTS**

<b>CLAUSE NO.:</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
C.1	STATEMENT OF WORK	6
C.2	WORK TO BE PERFORMED	6
C.3	LOCATION OF WORK	6
C.4	GENERAL REQUIREMENTS	7
C.5	STANDARD OF PERFORMANCE	7
C.6	ADVERTISING AND PUBLICITY	7
C.7	CONFIDENTIALITY	7-8
C.8	RIGHTS IN DATA	8

## SECTION C

### SCOPE OF WORK

#### **C.1 SCOPE OF WORK:**

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of an experienced Contractor to serve as a Management Reports (Developer) Specialist for a specific information technology project. The Contractor shall work closely with members of the SEH and Department of Mental Health (DMH) staff.

#### **C.2 WORK TO BE PERFORMED**

- C.2.1 Contractor shall serve as a Crystal Reports Developer for implementation of the Avatar system.
- C.2.2 Contractor shall create detail designs for the reports, create PL/SQL stored procedures, UT PL/SQL and Crystal Reports;
- C.2.3 Contractor shall finalize the detail designs, to create test data for reports, to test the reports and test the performance of the Crystal PL/SQL in the performance environment with high volume data;
- C.2.4 Contractor shall provide daily, on-site (at the SEH campus) technical assistance to the Business Operations Administration on issues related to reporting capability;
- C.2.5 Contractor shall manage report migrations from development to production
- C.2.6 Contractor shall attend meetings with SEH, DMH and other entities, when requested; and
- C.2.7 Contractor shall provide ways for users to have ease of access for using management reports to improve patient care.

#### **C.3 LOCATION OF WORK**

Department of Mental Health  
Saint Elizabeths Hospital  
1100 Alabama Avenue SE  
Washington, DC 20032

#### **C.4 GENERAL REQUIREMENTS**

Contractor shall meet the following minimum requirements:

- C.4.1 Contractor shall have five (5) years plus experience in development of management reports using Crystal Reports from Cache or other RDBMS
- C.4.2 Contractor shall have good knowledge of PL/SQL. Contractor must be able to write PL/SQL independently.
- C.4.3 Contractor shall have good communication skills and business analysis skills with proven experience in proposing and developing solutions;
- C.4.4 Contractor shall have experience in a health and/or human services organization with experience in participation on project teams;
- C.4.5 Contractor shall have the ability to work in a fast paced environment communicate effectively to both technical and non technical staff
- C.4.6 Contractor shall have a BS or BA degree in MIS or equivalent work experience in the health and human services field

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

- C.5.1 Contractor shall at all time, act 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. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

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

- C.6.1 Unless granted prior, express, written authority by the Contracting Officer, Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that the DMH endorses, recommends or prefers Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

#### **C.7 CONFIDENTIALITY**

- C.7.1 Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to DMH hereunder, Contractor may have access to certain information of DMH and its clients that are confidential. Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, without the Contracting Officer's prior, express, written authority, any confidential DMH information.

In the event of ambiguities under this clause, Contractor may seek guidance or clarification from the Contracting Officer, in writing.

**C.8 RIGHTS IN DATA**

C.8.1 Any data first produced in the performance of this contract shall be the sole property of the DMH. Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for DMH under this contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.8.2 Contractor agrees to give the DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. Contractor agrees not to assert any rights in common law or in equity in such data.

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 DMH at such time as to review the intent to release such data to the public. The DMH shall not unreasonably withhold consent to Contractor's request to publish or reproduce data in professional and scientific publications.

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

**SECTION D**  
**PACKING AND MARKING**  
**TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE	PAGE NO.
D.1 & D.2	PACKAGING AND MARKING	10

## **SECTION D**

### **PACKAGING AND MARKING**

- D.1 The packaging and marking requirements for this Solicitation shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007/July 2010 (Attachment J.1).
- D.2 Contractor shall be responsible for all posting and mailing fees connected with the performance of this Solicitation.

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

**SECTION E**  
**INSPECTION AND ACCEPTANCE**  
**TABLE OF CONTENTS**

CLAUSE NO. NO.	CLAUSE TITLE	PAGE
<hr/>		
E.1	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES	12

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1 Inspection and Acceptance for this Solicitation shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.3) as required on page 5 and/or 6.

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

**SECTION F**  
**DELIVERY and PERFORMANCE**

**TABLE OF CONTENTS**

CLAUSE	CLAUSE TITLE	PAGE NO.
F.1	PERIOD OF PERFORMANCE	14
F.2	DELIVERY OF DELIVERABLES	14
F.3	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	14
F.4	RESERVED	14

**SECTION F**

**DELIVERY AND PERFORMANCE**

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

Performance under this Solicitation shall be in accordance with the terms and conditions set forth herein and by any Modification made thereto. The Period of Performance under this Solicitation shall be a Labor Hour Base Year Contract (One Year from the Date of Award) with Two Option Year Periods. Option periods shall be exercised and renewed at the sole and absolute discretion of the Department of Mental Health (DMH), based upon favorable annual reviews and annual appropriated funding.

**F.2 DELIVERY OF DELIVERABLES**

Contractor shall provide the following Deliverables to the COTR for this procurement as outlined in Section C.5.

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

In the event Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in this Solicitation, or in meeting any other requirements set forth in this Solicitation, 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 Contractor should be granted an extension of time, if any. Receipt of Contractor's notification shall in no way be construed as an acceptance or waiver by the DMH.

**F.4 DELIVERABLES**

	<b>Deliverables</b>	<b>Quantity</b>	<b>Format</b>	<b>Due Date</b>

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

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

TABLE OF CONTENTS

CLAUSE No.	CLAUSE TITLE	PAGE NO.
G.1	CONTRACT ADMINISTRATION	16
G.2	TYPE OF CONTRACT	16
G.3	MODIFICATION	16
G.4	AVAILABILITY OF FUNDS	17
G.5	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	17
G.6	SUBMISSION OF INVOICES	17-18
G.7	CERTIFICATION OF INVOICES	18
G.8	PAYMENTS	18
G.9	RESPONSIBILITY FOR AGENCY PROPERTY	18

## 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  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office/ (202) 671-3195  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

#### G.2 TYPE OF CONTRACT

This shall be a Firm Fixed Price contract. Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. This Contract shall be a “non-personal services contract”. It is therefore, understood and agreed that Contractor and/or 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 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**

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, 2010, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until 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**

COTR shall be Anthea Seymour. A COTR is a designated Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Contract, have direct responsibility to assign work to Contractor, review 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: Anthea Seymour.

**DMH – SEH LIAISON (COTR)**

- G.5.1 Contracting Officer Technical Representative, (COTR) shall monitor the performance and provide technical guidance to the Contracting Officer.
- G.5.2 Anthea Seymour shall serve as the Contracting Officer's Technical Representative (COTR) for this study:

**COTR CONTACT INFORMATION**

Anthea Seymour  
1100 Alabama Avenue SE  
Washington, DC 20032  
(202) 645-0718 Direct/(202) 645- Fax  
Email: [Anthea.seymour@dc.gov](mailto:Anthea.seymour@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) . One a copy of the invoice shall be sent to the Contracting Officer's Technical Representative (COTR) as listed above. 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 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 Contractor for performing the services under this Contract at the prices stated in Section B.

**G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

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 Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or SubContractors. 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 \*\*\***

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

TABLE OF CONTENTS

CLAUSE No.:	CLAUSE TITLE	PAGE NO.
H.1	LIQUIDATED DAMAGES	20
H.2	PRIVACY AND CONFIDENTIALITY COMPLIANCE	20-25
H.3	COST OF OPERATION	25
H.4	CONTRACTOR LICENSE CLEARANCES	25

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 LIQUIDATED DAMAGES

H.1.1 When Contractor fails to perform the tasks required under this Contract, DMH shall assess Liquidated damages in an amount of Four Hundred Eighty dollars (\$480.00) per day against Contractor until such time Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract. When Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, Contractor shall be liable for liquidated damages accruing until the time DMH is able to award aid contract to a qualified responsive and responsible Contractor. Additionally, if 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 PRIVACY AND CONFIDENTIALITY COMPLIANCE

##### H.2.1 Definitions

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

restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.

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

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

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a 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.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

#### H.2.4 Obligations of DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

#### H.2.5 Permissible Requests by DMH

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

#### H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and

cure is not possible; or

- (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of 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.2.7 Miscellaneous

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

**H.3 COST OF OPERATION**

H.3 All costs of operation under this Contract shall be borne by Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

**H.4 CONTRACTOR LICENSE/CLEARANCES**

H.4.1 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.

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

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**TABLE OF CONTENTS**

<b>CLAUSE No.:</b>	<b>CLAUSE TITLE</b>	<b>PAGE NO.</b>
I (1 through 12)	CONTRACT CLAUSES	27-33

**SECTION I**

## **CONTRACT CLAUSES**

### **I.1 GOVERNING LAW**

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

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

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-3), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the "OCP Policies" link, and then the link to "Standard Contract Provisions-Supply and Services Contracts."

**I.3** This Section is Reserved for Future Use.

### **I.4 TIME**

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

**I.5** This Section is Reserved for Future Use.

### **I.6 SUSPENSION OF WORK**

I.6.1 the Director, Contracts and Procurement/Agency Chief Contracting Officer may order 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.6.2 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 Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

- I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before 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.7 STOP WORK ORDER**

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to Contractor, require 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 Contractor, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, 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 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-3).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, 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.7.4 If the stop-work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Contract; and 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.7.5 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.7.6 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.8 ANTI-KICKBACK PROCEDURES**

### **I.8.1 Definitions:**

- I.8.1.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, 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.
- I.8.1.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.8.1.3 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.8.1.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.
- I.8.1.5 “Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- I.8.1.6 “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.8.1.7 “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.8.1.8 “SubContractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subContractor.

- I.8.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:
- I.8.2.1 Providing or attempting to provide or offering to provide any kickback;
  - I.8.2.2 Soliciting, accepting, or attempting to accept any kickback; or
  - I.8.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subContractor to a prime Contractor or higher tier subContractor.
- I.8.3 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.8.4 When Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.8.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a 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.9 INSURANCE**

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

- I.9.1 Bodily Injury: Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.9.2 Property Damage: Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.9.3 Workers' Compensation: Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and Contractor agrees to comply at all times with the provisions of the workers' compensation

laws of the District.

- I.9.4 Employer's Liability: Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.9.5 Automobile Liability: Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.9.6 All insurance provided by Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.10 ORDER OF PRECEDENCE**

A conflict in language 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.12.1 Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order).
- I.12.2 Contract Sections A through J of this Solicitation/Contract Number RM-11-IFB-029-BY1-AMRS-OF
- I.12.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007/July 2010.
- I.12.4 DMH Policies and Rules
- I.12.5 Reserved.
- I.12.6 Invitation for Bids submission date.
- I.12.7 Solicitation/Request for Invitation for Bids Number RM-11-IFB-029-BY1-AMRS-OF as amended, if appropriate.

- I.12.8 EEO Statement and DOES (J.4)
- I.12.9 First Source (J.5)
- I.12.10 Tax Certification Affidavit (J.7)
- I.12.11 Wage Determination (J.8)

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

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
TABLE OF CONTENTS**

CLAUSE NO.	CLAUSE TITLE
---------------	--------------

**WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:**

**\*\*Hold Ctrl + Click link to open attachments**

- J.1     **STANDARD CONTRACT PROVISIONS (MARCH 2007) (27 pages)**  
[http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard\\_contract\\_provisions\\_0307.pdf&open=|34644|](http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_contract_provisions_0307.pdf&open=|34644|)
- STANDARD CONTRACT PROVISIONS (JULY 2010) (38 pages) Online Solicitation and Purchase Order Only**  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_July\\_2010.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_July_2010.pdf)
- J.2     **WAGE DETERMINATION (REVISION8, May 26, 2009)**  
<http://www.wdol.gov/wdol/scafiles/archive/sca/05-2103.r9>
- J.3     Consent Order date December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order). (18 pages)  
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,31262.asp>
- J.4     **EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85**  
[http://ocp.dc.gov//DC/OCP/Vendor\\_Support+Center/Solicitation+Attachments/EO+Information+and+Mayor+Order+85-85](http://ocp.dc.gov//DC/OCP/Vendor_Support+Center/Solicitation+Attachments/EO+Information+and+Mayor+Order+85-85)
- J.5     **FIRST SOURCE EMPLOYMENT AGREEMENT**  
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/First+Source+Employment+Agreement>
- J.6     **BUDGET PACKAGE (ATTACHMENT ONE)**
- J.7     **TAX CERTIFICATION AFFIDAVIT**  
<http://www.ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.8     **LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006)**  
<http://ocp.dc.gov/DC/OCP/Publication%20files/Living%Wage%20Act%20Fact%20Sheet2010.pdf>
- J.9     **DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

<http://www.dmh.dc.gov/dm8h/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.a>  
[sp](#)

J.10 Solicitation/Request for Invitation for Bid (IFB) Number: RM-11-IFB-029 –BY1-MHSD-BPSMS-OF

Offeror 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/July 2010 and incorporated herein by reference.

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