

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES

REQUEST FOR QUOTATION

SOLICITATION NUMBER RM-13-RFQ-079-BY0-TLW

FOR

CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE AND
MEDICATION MANAGEMENT SERVICES

The Government of the District of Columbia, Department of Mental Health, Contracts and Procurement Services is seeking qualified and experienced Contractors to provide Child and Adolescent Psychiatric Treatment, Rehabilitative Services and Medication Management Services to the Consumers of the Department of Mental Health

Opening Date: Monday, March 18, 2013

CLOSING DATE: Monday, March 25, 2013

CLOSING TIME: 2:00 PM EST

To obtain additional copies of this Request for Quotation (RFQ), contact Tira Williams, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Services

- 64 New York Avenue, NE – 2nd Floor Washington DC 20002
Tel: 202.671-3184 ♦ Fax: 202.671-3395 ♦ e-mail: tira.williams@dc.gov

If you wish to respond to this Request for Quotation Solicitation, please submit your Bid in a sealed envelope with the **Solicitation Number, RM-13-RFQ-079-BY0-TLW**, clearly written on the envelope to **MS. TIRA WILLIAMS, 64 NEW YORK AVE., NE – 2ND FLOOR WASHINGTON, DC 20002** **NO LATER THAN MONDAY, MARCH 25, 2013 AT 2:00 PM EST.** You **MUST** include the following with your RFQ submission.

1. Page 1 of the Solicitation with boxes 14, 14A, 15, 15A and 15B completed and, signed where necessary
2. The completed and signed Page 4, the B.4 Pricing Schedule in the solicitation (**PLEASE NOTE: Do not write any additional notes or computations on this page as it may disqualify your Bid.**)
3. A completed **Tax Certification Affidavit (Attachment J.7)**
4. A completed **Equal Employment Opportunity (EEO) Policy Statement (Attachment J.3)**
5. A completed **First Source Employment Agreement (Attachment J.4)**
6. A completed **Bidder/Offeror Certification Form (Attachment – J8)**

Any and all questions pertaining to this solicitation must be submitted **in writing** to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
64 New York Ave., NE – 2nd Floor
Washington, DC 20002

**RM-13 RFQ-079-BY0-TLW
CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE NE, 2th FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 41
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-13-RFQ-079-BY4-TLW
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: March 18,2013 / March 25, 2013 @ 2:00 PM EST

7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <input checked="" type="checkbox"/> NEGOTIATION (RFQ)	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND CONTRACTOR" MEANS "BID AND CONTRACTOR"

10. INFORMATION CALL:	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: <u>Samuel.Feinberg@dc.gov</u>
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<i>PART I – The Schedule</i>				<i>PART II – Contract Clauses</i>			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	30 - 40
x	B	Supplies/Services and Price/Costs	2 - 4	<i>PART III – List of Documents, Exhibits and Other Attach</i>			
x	C	Description/Specs/Work Statement	5 - 9	x	J	List of Attachments	41
x	D	Packaging and Marking	10	<i>PART IV – Representations and Instructions</i>			
x	E	Inspection and Acceptance	11		K	Representations, Certifications and other Statements of Contractors	
x	F	Deliveries or Performance	12 – 13		L	Instrs. Conds., & Notices to Contractors	
x	G	Contract Administration	14 – 18		M	Evaluation Factors for Award	
x	H	Special Contract Requirements	19 – 29				

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 RFQ/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:	15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:	15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:

AWARD (To be completed by the DMH)

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

**RM-13 RFQ-079-BY0-TLW
CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	PERIOD OF PERFORMANCE	3
B.4	SCHEDULE B PRICING SHEET	4

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

B.1.1 The Government of the District of Columbia, Contract and Procurement Services, on behalf of the Department of Mental Health (DMH), is seeking a Qualified and Experienced Child and Adolescent Psychiatrist to provide Treatment and Rehabilitative Medication Management Services within the Mental Health Services Division's Psychiatrists' Practice Group (PPG)

B.2 CONTRACT TYPE

B.2.1 The District contemplates making Multiple Labor Hour Contract awards resulting from this solicitation.

B.2.2 This Labor Hour Contracts shall include all overhead, transportation, profit, labor and materials.

B.3 PERIOD OF PERFORMANCE

B.3.1 The Period of Performance (POP) under this Contract shall be from Date of Award through September 30, 2013.

B.4 REQUIREMENTS TO RESPOND TO THIS REQUEST FOR QUOTATION

Response to this Request for Quotation (RFQ) requires completion of Box 14, 14A, 15, Legibly print or type name and title person authorized to sign; signature **IN BLUE INK** in box 15A and date in Box 15 B; Completion of the Schedule B 4 - Pricing Sheet (Page 4) with signature and date and Completion and return of **all pages** of the attached Compliance documents, (Tax Certification Affidavit, Equal Employment Opportunity document, First Source Agreement, and Contractor/Contractor Certification Form) along with your Dun and Bradstreet number.

All documents must be delivered to the following Contract Specialist.

Tira Williams
Department of Mental Health
Contract and Procurement Services
64 New York Avenue, NE – 2nd Floor
Washington, DC 20002

Phone: (202) 698-3184 • Fax: 202- 698-3395 • email: tira.williams@dc.gov

B.5 SCHEDULE B PRICING SHEET

See Page 4

RM-13 RFQ-079-BY0-TLW
**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
 MEDICATION MANAGEMENT SERVICES**

PART I – THE SCHEDULE

B.4 PRICING SCHEDULE

**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES
 AND MEDICATION MANAGEMENT**

Contract Line Item No. (CLIN)	Item Description	Maximum Quantity of Service Hours	Unit	Unit Price Per Hour	Extended Price
	The District of Columbia Department of Mental Health (DMH) is seeking Qualified and Experienced Child and Adolescent Psychiatrists to provide Treatment, Rehabilitative Services and Medication Management Services within the Psychiatrists' Practice Group (PPG). Services shall be required through September 30, 2013.				
0001	CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND MEDICATION MANAGEMENT SERVICES	<u>266</u>	<u>Per Hour</u>	<u> </u>	<u>\$ </u>
Extended Total					<u>\$ </u>

Print Name of Contractor

Print Name of Authorized Person

Title

Signature of Authorized Person _____
Date

*****END OF SECTION B*****

PART I – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
C.1	OVERVIEW	6
C.2	SCOPE OF SERVICES	6 - 7
C.3	GENERAL REQUIREMENTS	7 - 8
C.4	SPECIFIC REQUIREMENTS	8
C.5	INSURANCE	8 - 9
C.6	STANDARDS OF PERFORMANCE	9
C.7	ADVERTISING AND PUBLICITY	9
C.8	CONFIDENTIALITY	9

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 OVERVIEW:

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. The mission of the District of Columbia, Department of Mental Health, Mental Health Services Division (MHSD) is to provide specialized outpatient mental health services that are not otherwise available in the Department of Mental Health provider network. The MHSD operates a Psychiatrists' Practice Group (PPG) that provides Psychiatric Services to Medicaid eligible children and youth with serious emotional disturbances residing within the District of Columbia. Over the past three years, the PPG has consisted of three full time child and adolescent psychiatrists. The recent retirement of one of these physicians has left a major unfilled service gap. There is a significant shortage of child and adolescent psychiatrists, nationwide. Among the hardest hit by this shortage are underserved urban areas such as Southeastern Washington DC. This Contract is for Part Time Child and Adolescent Psychiatric Services to be provided from Date of Award through September 30, 2013. Services are to be provided at the DMH/MHSD program located at 821 Howard Road, SE, Washington, DC 20020.

C.2 SCOPE OF SERVICES

- C.2.1 The District of Columbia, Department of Mental Health, Mental Health Services Division (MHSD) is seeking Part Time Child & Adolescent Psychiatrists to provide Treatment, Rehabilitative Services and Medication Management Services within the MHSD Psychiatrists' Practice Group (PPG). The PPG provides outpatient psychiatric services to Medicaid eligible children and youth with serious emotional disturbances residing within the District of Columbia. The Psychiatrists shall work under the day-to-day direction and administrative oversight of the CYSD Director, and will have clinical supervision and guidance provided by the DMH Associate Chief Medical Officer.
- C.2.2 The Contractor shall participate in monthly administrative meetings with the CYSD Director and other staff psychiatrists for continuous quality improvement of the Psychiatric Practice Group.
- C.2.3 The Contractor shall provide medically necessary treatment and rehabilitative services to children/youth and their families or surrogate caregiver (s) with emphasis on medication/somatic and diagnostic/assessment services. The Contractor may provide other core services including counseling/psychotherapy and specialty services as appropriate including crisis services and treatment of individuals with co-occurring disorders and their families.

**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

- C.2.4 The Contractor shall treat children/youth, family members, and others with dignity and respect. The Contractor shall communicate a welcoming attitude and convey empathy and hope to children/youth along with their families including those with co-occurring disorders and shall provide services that are culturally competent.
- C.2.5 The Contractor shall complete psychiatric assessments utilizing the five axis DSM – IV system or its current equivalent. The Contractor shall work closely with family members and other members of the treatment team, screen for medical problems or risks and refer children/youth to appropriate non-psychiatric care.
- C.2.6 The Contractor shall provide education on mental illness and medications to children/youth and family members and shall actively involve children/youth and their families in the creation of individual plans of care (IPCs). In addition, the Contractor shall obtain necessary laboratory services and perform needed Abnormal Involvement Movement Scale (AIMs) assessments.
- C.2.7 The Contractor shall perform assessment for children/youth who are committed to outpatient care by court order and may be required to write petitions for involuntary court commitments.
- C.2.8 The Contractor shall maintain clinical documentation according to, DMH, MHRS and Medicare/Medicaid requirements and standards and treat all clinical information in a confidential manner, consistent with HIPAA requirements.
- C.2.9 The Contractor shall keep up to date with best practices in Child Psychiatry and Community Mental Health and shall participate in on-going continuing education. The Contractor shall follow MHRS clinical practice standards and requirements and additional clinical practice standards and requirements as may be issued by DMH and MHSD.
- C.2.10 The Contractor shall participate, only upon request, in MHSD and DMH special initiatives as it pertains to children/youth; Continuous, Comprehensive, Integrated Systems of Care (CCISC) for treatment of co-occurring disorders; services to the homeless population; emergency response; and other initiatives as they arise.
- C.2.11 The potential Contractor shall comply with MHSD and DMH requirements pertaining to scheduling and billing and shall follow productivity standards including percentage of time spent in direct patient care.

C.3 GENERAL REQUIREMENTS

- C.3.1 The Contractor shall have proficiency in Psychiatric Diagnostic Assessment and Treatment Planning.
- C.3.2 The Contractor shall have up to date knowledge of best practices for the Psychopharmacologic Management of Acute and Chronic Psychiatric Disorders.

**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

- C.3.3 The Contractor shall have up to date knowledge of best practices for the monitoring of side effects and laboratory abnormalities attributable to the use of psychotropic medication.
- C.3.4 The Contractor shall have a preparedness to implement crisis intervention/de-escalation techniques when necessary.
- C.3.5 The Contractor shall have a proficiency in writing FD-12s.
- C.3.6 The Contractor shall prepare prompt and accurate clinical documentation consistent with DMH/MHSD requirements including documentation of medical necessity.
- C.3.7 The Contractor shall provide the timely completion of service records for billing purposes.
- C.3.8 The Contractor shall possess computer skills at a level with which to work in an electronic practice management system

C.4 SPECIFIC REQUIREMENTS

- C.4.1 The Contractor must have graduated from a U.S. or Canadian medical school accredited by the Liaison Committee on Medical Education (LCME) or a foreign medical school or accredited by the Educational Commission for Foreign Medical Graduates (ECFMG).
- C.4.2 The Contractor must have successfully completed a Child & Adolescent Psychiatry Fellowship Training Program approved by the American Council of Graduate Medical Education (ACGME).
- C.4.3 The Contractor must be board eligible for certification by the American Board of Psychiatry and Neurology (ABPN).
- C.4.4 The Contractor must possess a current unrestricted District of Columbia license to practice medicine.
- C.4.5 The Contractor must have the ability to work within Mental Health Rehabilitation Services Standards.
- C.4.6 The Contractor must be eligible to be privileged by MHSD to provide psychiatric services.

C.5 INSURANCE

Contractor shall have or obtain and maintain throughout the term of an awarded Contract under this solicitation, medical malpractice insurance of not less than one million dollars (\$1,000,000.00) for individual incidents and three million dollars (\$3,000,000) in

annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Contract awarded under this solicitation. Contractor shall purchase a “tail” for the policy when:

- (a) provider cancels or fails to renew the policy, or
- (b) a Contract under this solicitation expires, whichever occurs first.

Failure to maintain the malpractice insurance at anytime during the term of a Contract awarded under this solicitation shall constitute default. A copy of all correspondence between the Contractor and his/her malpractice insurer shall be sent to DMH immediately upon Contract awarded under this solicitation.

C.6 STANDARDS OF PERFORMANCE

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

C.7 ADVERTISING AND PUBLICITY

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

C.8 CONFIDENTIALITY

Information concerning DMH Consumers in accordance with the Confidentiality Law, the Privacy Rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

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

PART I – THE SCHEDULE

SECTION D

TABLE OF CONTENTS

PACKAGING AND MARKINGS

NOT APPLICABLE TO THIS SOLICITATION

***** END OF SCHEDULE D *****

PART I – THE SCHEDULE

SECTION E

TABLE OF CONTENTS

INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant Contract shall be governed by the Government of the District of Columbia's Standard Contract Provisions (SCP) Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1 – 3.

[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))

(Right Click on Link and Select Open Hyperlink)

***** END OF SCHEDULE E *****

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
F.1	CONTRACT TYPE	13
F.2	PERIOD OF PERFORMANCE	13
F.3	OPTION TO EXTEND THE TERM OF THE CONTRACT	13

**RM-13 RFQ-079-BY0-TLW
CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

F.1 CONTRACT TYPE

The District contemplates multiple Labor Hour Contract Awards as a result of this solicitation.

F.2 PERIOD OF PERFORMANCE

The Period of Performance for this Contract shall be from Date of Award through September 30, 2013.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

DOES NOT APPLY TO THIS CONTRACT.

*****END OF SCHEDULE F *****

PART I – THE SCHEDULE

SECTION G

TABLE OF CONTENTS

CONTRACT ADMINISTRATION

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
G.1	INVOICE PAYMENT	15
G.2	SUBMISSION OF INVOICES	15 - 16
G.3	PAYMENT	16
G.4	ASSIGNMENTS	16
G.5	CONTRACTING OFFICER (CO)	17
G.6	AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)	17
G.7	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	17 - 18

G.1 INVOICE PAYMENT

- G.1.1 The District shall make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- G.1.2 The District shall pay the Contractor on or before the 30th day after Accounts Payable receives a proper invoice which has been certified as correct by the Contract COTR.

G.2 SUBMISSION OF INVOICES

- G.2.1 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, 4th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. After receiving a proper invoice, the Accounts Payable office shall forward the invoice to the COTR for certification. After the invoice has been certified by the COTR, it shall be returned to Accounts Payable for processing. Payment shall be made within thirty (30) days after the Accounts Payable Office receives a proper invoice from the Contractor which has been certified to be correct by the COTR, 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.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
- G.2.2.1 Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2 Contract number, block number eleven (11) and encumbrance number, block number seven (7) of the Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting officer;

**RM-13 RFQ-079-BY0-TLW
CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.6) above to be notified in the event of a defective invoice); and
- G.2.2.8 Authorized signature

G.3 PAYMENT

In accordance with the Quick Payment Act, DC Official Code § 2-221.02, payments shall be made within thirty (30) 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 Solicitation at the prices stated in the Section B, Clause B.4, Schedule B Pricing Sheet.

G.4 ASSIGNMENTS

- G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution
- G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.
- G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to

Name of Assignee

Address of Assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by the Director, Contracts and Procurement/Agency Chief Contracting Officer. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Services
64 New York Ave., NE – 2nd Floor
Washington, DC 20002
Telephone: 202- 671-3188; Fax: 202-671-3395

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 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 Contractor's performance during the term of this Contract and make recommendations to the Director, Contracts and Procurement Services/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement shall be responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract.

In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract.

Marie Morilus-Black shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Marie Morilus-Black
Director, Child and Youth Services Division
Office of Programs and Policy
DC Department of Mental Health
64 New York Ave., NE – 2nd floor
Washington, DC 20002
Office Phone: (202) 671-2900
Office Fax: (202) -671-2971
Email: marie.morilus-black@dc.gov

- G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

***** END OF SCHEDULE G *****

PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
H.1	LIQUIDED DAMAGES	20
H.2	CONTRACTOR LICENSE/CLEARANCES	20
H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	21 - 26
H.4	COST OF OPERATION	26
H.5	AMERICAN WITH DISABILITIES ACT of 1990 (ACT)	26
H.6	SECTION 504 OF THE REHABILITATION ACT of 1973, AS AMENDED	26
H.7	MANDATORY SUBCONTRACTING REQUIREMENT, (IF APPLICABLE)	26 - 29

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 \$200.00 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.1.3 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. "Business Associate" shall mean the Contractor.
- (b) DMH. 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 DC 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 64.502(g).
- (f) Privacy Rule. shall mean the requirements and restrictions contained in Standards for Privacy of Individually Identifiable Health Information at 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 the 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.

**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

- (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 164.50, except to the extent District of Columbia laws have preemptive effect by operation of 45 CFR part 160, subpart B, or regarding other protected information required by District or Federal law.
- (j) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

H.3.2 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Privacy and Confidentiality Compliance Section H.3.2, or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Section H.3.2.
- (c) 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 Health Information by the Business Associate in violation of the requirements of this Section H.3.2.
- (d) Business Associate agrees to report to DMH any use or disclosure of the Protected Health Information not provided for by this Section H.3.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a Sub- Contractor, to whom it provides Protected Health 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) Business Associate agrees to provide access, at the request of DMH and in the time and manner proscribed by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer, to Protected Health 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) Business Associate agrees to make any amendment(s) to Protected Health information in a Designated Record Set that DMH directs or agrees to pursuant to 45

CFR 164.526 at the request of DMH or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement Services/Agency Chief Contracting Officer

- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health 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 Services/Agency Chief Contracting Officer for purposes of determining DMH's Compliance with the Privacy Rule.
- (i) 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) Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3.3, the Business Associate may use or disclose Protected Health information to Perform functions, activities, or services for, or on behalf of, DMH as specified in this Solicitation, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.3.3, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.3.3, the Business Associate may disclose Protected Health 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.3.3, the Business Associate may use Protected Health Information to provide Data Aggregation Services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of the 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

- (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.3.6 Term and Termination

- (a) ***Term.*** The requirements of this HIPPA Privacy Compliance Clause shall be effective as of the date of Contract Award, and shall terminate when all of the Protected Health 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 Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) ***Termination for Cause.*** Upon DMH's knowledge of a material breach of this Section H.3.3 by Business Associate, DMH shall either:

**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

- (1) Provide an opportunity for 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 Business Associate has breached a material term of this HIPPA 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 paragraph H.3.6.(c) of this section, upon termination of the Contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to Protected Health Information that is in the possession of Sub-Contractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that the Business Associate determines that returning or destroying the Protected Health 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 Services/Agency Chief Contracting Officer that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those Purposes that make the return or Destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

H.3.7 Miscellaneous

- (a) Regulatory References - A reference in this Section, H.3 in the Privacy Rules means the section as in effect or as amended.
- (b) Amendment - The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival - The respective rights and obligations of the Business Associate under

Section H.3.2 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 Clause shall be resolved to permit Covered Entity to comply with the Privacy Rules.

H.4 COST OF OPERATION

All Costs of operation under this Contract shall be borne by the Contractor. This shall include, but is not limited to, taxes, surcharges, licenses, insurances, transportation, salaries and bonuses.

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this Contract, this Contractor and any of its sub-Contractors 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. The Act Prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. Seq.

H.7 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)

H.7.1 Contracts in excess of \$250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of material, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such material, goods and supplies are purchased from certified small business enterprises.

H.7.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.7.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.7.3 Any Prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.7.1 and H.7.2.

H.7.4 The purpose of the following information being provided is the help Prospective Contractors/Contractors who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link and on the left side of page, select "Doing Business in the District of Columbia", scroll down list, select "Request for CBE Firms Listing", this shall take Prospective Contractors/Contractors to a form to complete and submit online to begin a search. Request may take up to 24 to 72 hours depending upon the scope of work categories needed. Subcontracting information may also be obtained from web link in Section J.10 on page 42 of this solicitation.

H.7.5 **SUBCONTRACTING PLAN**

If the Prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract is accordance with the provisions of Section H.7.1. The Prime Contractor responding to this solicitation, which is required to subcontract, shall be required to submit with its proposal, a notarized statement detailing is subcontracting plan. **RESPONDERS TO THIS REQUEST FOR QUOTATION (RFQ) SHALL BE DEEMED NONRESPONSIVE AND SHALL BE REJECTED IF THE BIDDER/OFFEROR IS REQUIRED TO SUBCONTRACT BUT FAILS TO SUBMIT A SUBCONTRACTING PLAN WITH HIS/HER PROPOSAL.** Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.7.5.1 A description of the goods and services to be provided by SBE's or, if insufficient qualified SBE's are available, by any certified business enterprises;

H.7.5.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient, qualified SBEs are available, who are certified business enterprises.

H.7.5.3 The names and addresses of all proposed subcontractors who are SBEs nor, if insufficient, SBEs are available, who are certified business enterprises.

H.7.5.4 The name of the individual employed by the Prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual.

H.7.5.5 A description of the efforts the Prime Contractor shall make to ensure that SBEs or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts.

H.7.5.6 In shall subcontracts that offer further subcontracting opportunities, assurances the that Prime Contractor shall include a statement, approved by the Director/ACCO, that the

Subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;

H.7.5.7 Assurances that the Prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the Prime Contractor with the subcontracting plan.

H.7.5.8 A list of the type of records the Prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances the Prime Contractor shall make such records available for review upon the District's request; and

H.7.5.9 A description of the Prime Contractor's recent efforts to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.7.6 **SUBCONTRACTING PLAN COMPLIANCE REPORTING**

H.7.6.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

- (a) The dollar amount of the Contractor procurement;
- (b) A brief description of the goods procured or the services Contracted for;
- (c) The name of the business enterprise from which the goods were procured or Contracted;
- (d) Whether the subcontractors to the Contract are certified business enterprises;
- (e) The dollar percentage of the Contract awarded to the SBEs, or if insufficient SBEs, to other certified business enterprises.
- (f) A description of the activities the Contractor engaged in in order to achieve the subcontracting requirements set forth in its plan; and
- (g) A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.7.7 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING
PLAN

- H.7.7.1 If, during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contracts Provisions.
- H.7.7.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report or (ii) submits a monitoring or compliance report with the intention to defraud.
- H.7.7.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

*****END OF SCHEDULE H *****

**RM-13 RFQ-079-BY0-TLW
CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

PART I: THE SCHEDULE

SECTION I

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>CLAUSE TITLE</u>	<u>PAGE NO.</u>
I (1 through 19)	CONTRACT CLAUSES	31 - 40

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
(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 Consumer 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 Contractor 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 (dmh.dc.gov) with Link. <http://dmh1.dc.gov/page/policies-rules>
(Right Click on link and select "Open Hyperlink.")

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.

I.9 RESERVED FOR FUTURE USE

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, 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 (See Section 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 Services
Agency Chief Contracting Officer
Government of the District of Columbia
Department of Mental Health
64 New York Ave., NE - 2th Floor
Washington, DC 20002

I.13 WORKERS' COMPENSATION INSURANCE

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the Contract work shall 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 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.)

CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND MEDICATION MANAGEMENT SERVICES

into the environment shall 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.14.1 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 Contractor in connection with a sub-Contract 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.

CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND MEDICATION MANAGEMENT SERVICES

- 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.17.7 The Anti-Kickback Act of 1986, 41 U.S.C. §51-58 (the Act), prohibits any person from:
1. Providing or attempting to provide or offering to provide any kickback;
 2. Soliciting, accepting, or attempting to accept any kickback; or
 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.17.8 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.17.9 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.17.10 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

**RM-13 RFQ-079-BY0-TLW
CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

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 unreasonable 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 shall 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

**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
MEDICATION MANAGEMENT SERVICES**

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, if 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 this Contract, provided that such incorporated material is identified by the Contractor at the time of signing.

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 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v Gray, et al. ca 74-285 (TFH) (Dixon Settlement Agreement)
- I.19.2 Wage Determination No. 05-2103, Rev. 10 dated June 15, 2010 (See link in Section J.)
- I.19.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007 (See link in Section J.)
- I.19.4 Sections A through J of this Contract, Number RM-13-RFQ-079-BY0-TLW
- I.19.5 Request for Quotation Submission dated Monday, March 25, 2013.
- I.19.6 Request for Quotation Released on Monday, March 18, 2013.

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 *****

RM-13 RFQ-079-BY0-TLW
**CHILD AND ADOLESCENT PSYCHIATRIC TREATMENT, REHABILITATIVE SERVICES AND
 MEDICATION MANAGEMENT SERVICES**

SECTION J: LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached) http://www.wdol.gov/sca.aspx
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments" (Document Separately Attached)
J.5	Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement Agreement.pdf
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Separately Attached) http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf
J.7	Tax Certification Affidavit (Document Separately Attached)
J.8	Bidder/Offeror Certifications Bidder/Offeror Certification Form (Document Separately Attached)

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