

Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

OSCAR SALAZAR, JR. et al., on
behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

DISTRICT OF COLUMBIA et al.,

Defendants.

AMENDED REMEDIAL ORDER

Upon consideration of Plaintiffs' Motion for Clarification of
This Court's Remedial Order of January 21, 1997, and Defendants'
Motion to Alter and Amend Judgment or, in the Alternative, to Amend
Amended Findings of Fact and Conclusions of Law, or in the
Alternative to Amend the Remedial Order, the oppositions thereto,
it is this ____ day of _____, 1997,

ORDERED that the parties' motions are granted in part and
denied in part as set forth below. The portions of this Court's
Remedial Order of January 21, 1997, which order injunctive relief
are superseded by this Amended Remedial Order. The other portions

of the Court's Remedial Order of January 21, 1997, which are not included in this Amended Remedial Order, continue to be applicable.

WHEREFORE, it is hereby

ORDERED, that a Monitor is to be appointed in the instant case with the duties and responsibilities set forth herein and at other points in this Remedial Order:

The function of the Monitor is to report, record, evaluate, observe, and provide recommendations, as appropriate, about Defendants' activities so as to achieve full compliance with the provisions of this Order. The Monitor shall remain neutral and objective in carrying out all monitoring duties. The Monitor shall receive reasonable compensation from the District of Columbia, as determined by the Court.

In an Order dated March 10, 1997, this Court appointed Thomas W. Chapman as the Monitor.

The Monitor shall be under the direct supervision and control of the Court, and shall not be empowered to direct Defendants to take or refrain from taking any specific action to achieve compliance with the provisions of this Order. The Monitor shall endeavor to work cooperatively with Defendants and Plaintiffs, and may recommend efficient and economical methods by which Defendants may achieve compliance.

From time to time, as directed by the Court or as provided in this Order, the Monitor shall prepare written reports to the Court, copies to counsel, indicating the status of Defendants' compliance with said Order, and the factors that affect such compliance. The parties shall have fifteen (15) days thereafter within which to submit comments on such reports, and prior to the Court taking any action.

II. Processing of Medicaid Applications (Claim 4)

After considering the arguments of counsel concerning amendment to the provisions of the Remedial Order concerning Claim 4, the Court orders as follows:

With respect to non-disability, non-foster care, non-Public Assistance Medicaid applications (hereafter, "application" or "applicant"), beginning no later than July 21, 1997, Defendants shall determine eligibility and mail a notice of decision within 45 days of the date of receipt of all applications, including pending applications as of that date, unless the applicant has not provided Defendants with all the information and documents needed to verify eligibility that were requested by Defendants in writing no later than 5 days after the date of the application and the applicant has informed Defendants orally or in writing that a postponement of the decision is requested. If the request has been made orally,

Defendants shall make and retain contemporaneous written notes of the conversation documenting the applicant's request.

Provided however, if an applicant submits the documentation and/or verification required for the District to determine the applicant's Medicaid eligibility more than 40 days after the receipt of the signed application by the District, the District shall have 5 days to process the application from the time that the applicant submits all the documentation and/or verification. The processing of an application within 5 days of the time the documentation and/or verification is submitted pursuant to this subparagraph shall be considered as timely. The processing of an application later than 5 days after the time the documentation and/or verification is submitted pursuant to this subparagraph shall be considered as untimely. This subparagraph shall only apply if the District has requested from the applicant, in writing, all the documentation and/or verification that is required and has not been submitted (a) within 5 days of the time the application is submitted; or (b) within 5 days of the applicant's submission of information or a document which first causes the need for additional documentation and/or verification.

Beginning on May 15, 1997, and continuing on the 1st and 15th of every month between May 1 and July 21, 1997, defendants shall

submit a report to the Court, the Monitor and plaintiffs' counsel, describing defendants' efforts to meet the July 21, 1997, deadline for processing applications in 45 days. Such report shall include information concerning any new employees hired by defendants to process applications, the status of training of any new employees hired by defendants to process applications, a description (if applicable) of any improvements in performance to date based on the new employees or through any other means, and any other issues identified by the Monitor for inclusion in the report.

Beginning no later than March 22, 1997, Defendants shall include in a document provided at the time the application is made to each applicant (including those who mail in applications or submit them at a location other than a Department of Human Services service center) and all written notices to applicants identifying information or documentation to be supplied to Defendants a conspicuous statement that Defendants must approve or disapprove the application within 45 days unless the applicant has not submitted all the required documentation within the 45-day period and has requested orally or in writing a delay of the eligibility determination. If the applicant has not received notice of approval or disapproval by the 45th day, the applicant is to call the social service worker to whom the application was submitted

(i.e., the SSA or the SSR) and/or the SSR's supervisor and request that such a determination be made.

Beginning no later than March 22, 1997, Defendants shall include in a document provided at the time the application is made to each applicant (including those who mail in applications or submit them at a location other than a Department of Human Services service center) and all written notices to applicants identifying information or documentation to be supplied to Defendants a conspicuous statement that, if the eligibility of the applicant is not determined within 45 days of the application, the applicant may obtain free legal assistance concerning the application by contacting Plaintiffs' counsel. This statement shall give the name, address and telephone number of Plaintiffs' counsel. The reasonable time and expenses of Plaintiffs' counsel shall be deemed compensable monitoring of this Order under 42 U.S.C. § 1988.

Beginning no later than March 15, 1997, and on the 15th day of each month thereafter, Defendants shall submit to the Court, the Monitor, and counsel, a monthly report for each DHS service center (reporting the Multinational Unit separately as long as it exists), listing in alphabetical order (a) by name and Medicaid identification number (if any), the date each application was received, (b) by name and Medicaid identification number (if any),

the date each application was approved or denied and the number of days between the date of receipt of the application and the date of approval or denial, (c) by name and Medicaid identification number (if any), the date the applicant was requested to submit additional information, the information requested, the date the applicant submitted any information in response, and the information submitted; (d) by name and Medicaid identification number (if any), the date the applicant requested a postponement of the decision; (e) the names, telephone numbers (if known), addresses and Medicaid identification numbers of all applicants whose applications were approved during the month after 45 days had elapsed since the date of the application and all applicants whose applications were still pending more than 45 days after the date of application on the last day of the month; and (f) by name and Medicaid identification number (if any), the date and content of all notices sent to applicants, including, but not limited to, requests for verification and decision notices. In addition, the report shall set forth in composite form the total number of applications received in the month, the number approved in the month, and the number denied in the month.

III. Processing of Medicaid Recertifications (Claim 5)

After considering the arguments of counsel concerning

amendment to the provisions of the Remedial Order concerning Claim

5, the Court orders as follows:

With respect to non-Public Assistance, non-foster care, Medicaid recipients (including the disabled) (hereafter, "recipient"), beginning no later April 21, 1997, Defendants shall not terminate a recipient's eligibility for Medicaid benefits unless Defendants have sent the recipient a recertification form at least fifty-five (55) days prior to the end of the eligibility period, and either: (a) the recipient has not returned the recertification form and Defendants have sent an advance termination notice at least twenty-five (25) days prior to the end of the recipient's eligibility period; or (b) some or all of the information and/or documentation requested by Defendants in writing has not been received by Defendants after the recipient has been given a minimum of ten (10) days to produce the information or documentation requested and Defendants have determined to deny continued eligibility for Medicaid and a notice of termination of benefits has been mailed to the recipient fifteen (15) days prior to the actual termination of benefits; or (c) the recertification form, information and documentation have been received by the last day of the eligibility period and Defendants have determined that the recipient is no longer eligible for Medicaid and a notice of

termination of benefits has been mailed to the recipient fifteen (15) days prior to the actual termination of benefits.

Beginning no later than May 30, 1997, the Monitor shall start conducting independent quality control testing to ensure that the computer changes which Defendants have promised to make and which are required to implement this portion of the Order are fully operational. The Monitor shall report in detail the type of quality control testing done and the results to the Court, and counsel for the parties.

Beginning no later than April 21, 1997, Defendants shall include in a written notice to all Medicaid applicants, and in a written notice to all Medicaid recipients at the time of recertification, a conspicuous statement that, if the recipient returns the recertification form and all required information and documentation prior to the end of the eligibility period, the recipient's eligibility must be continued uninterrupted until the recipient receives a notice of termination that states Defendants' determination that the recipient is no longer eligible for Medicaid. The notice shall also include information about other rights such as the right to a hearing, if there is an adverse determination on eligibility.

The notice required in the preceding paragraph shall include

a conspicuous statement that if the recipient's Medicaid eligibility is terminated without advance notice or after notice that erroneously states that the recipient did not return the recertification form or all information and/or documentation requested, the applicant may obtain free legal assistance by contacting Plaintiffs' counsel. This statement shall give the name, address and telephone number of Plaintiffs' counsel. The reasonable time and expenses of Plaintiffs' counsel shall be deemed compensable monitoring of this Order under 42 U.S.C. § 1988.

Beginning no later than March 15, 1997, and on the 15th of each month thereafter, Defendants shall submit to the Court, the Monitor, and counsel, a monthly report for each DHS service center handling recertifications (reporting the Multinational Unit separately as long as it exists). The monthly report shall include the following information for each recipient whose Medicaid eligibility was terminated during the month: (a) in alphabetical order, the name, address, telephone number (if known), and Medicaid identification number for each such recipient; (b) the date any recertification form(s) was mailed to the recipient; (c) the date the recipient's then current eligibility period began; (d) the date the recipient's then current eligibility period expires; (e) the date that the recertification form was noted as having been

returned by the recipient; (f) the date(s) of any request(s) by Defendants for additional information and/or documentation; (g) the date that the additional information and/or documentation was noted as having been submitted by the recipient; (h) the date that Defendants terminated the recipient's eligibility; and (i) the date that any advance notice(s) of termination was mailed to the recipient. In addition, the report shall set forth in composite form the total number of recertification forms received back from recipients in the month, the number approved in the month, the number denied in the month and the number of applicants who received continued eligibility in order to allow Defendants additional time to make a determination on the recertification.

IV. Eligibility Verification System (EVS)

After considering the arguments of counsel concerning an amendment to the provisions of the Remedial Order concerning the Eligibility Verification System (EVS), the Court orders as follows:

Defendants shall not operate the Eligibility Verification System (EVS) in a manner that causes eligible Medicaid recipients' benefits to be terminated, suspended, or interrupted without advance notice or an opportunity for a hearing. Beginning no later than March 21, 1997, the Income Maintenance Administration will

instruct its providers that they must call the EVS backup system if EVS reports ineligibility. Beginning no later than March 15, 1997, the Income Maintenance Administration will add to its Rights and Responsibilities sheet the statement that providers have been so instructed.

Beginning no later than March 15, 1997, Defendants shall include in a document provided at the time the application is made to each applicant (including those who mail in applications or submit them at a location other than a Department of Human Services service center), notices of eligibility, and recertification forms or accompanying written materials a conspicuous statement that, if, during a period when they are eligible for Medicaid, EVS informs the recipient or a provider is informed that the recipient is not eligible for Medicaid, the recipient may obtain free legal assistance by contacting Plaintiffs' counsel. This statement shall give the name, address and telephone number of Plaintiffs' counsel. Defendants shall provide this same information, at least annually, to all Medicaid providers and require the providers to provide Medicaid recipients with this same information if EVS reports them as ineligible for Medicaid. The reasonable time and expenses of Plaintiffs' counsel shall be deemed compensable monitoring of this Order under 42 U.S.C. § 1988.

Beginning no later than March 15, 1997, Defendants shall submit to the Court, the Monitor, and counsel, a monthly report of all systemic problems experienced by EVS, including but not limited to, breakdowns and failures of the system to provide needed information in a timely manner.

Beginning no later than March 15, 1997, Defendants shall conduct quality control of the EVS system and make monthly reports to the Court, the Monitor, and counsel regarding the results of the quality control. Defendants shall be deemed in compliance with this portion of the Order only if they can establish through a statistically valid sampling method that the verification system, including both EVS and the back-up system, accurately confirms the eligibility status of at least 98% of all requests for eligibility verification in any given month.

Beginning no later than April 21, 1997, Defendants shall maintain a consistently accurate back-up system that can be used when EVS and/or its replacement states that a person is ineligible. The back-up system shall include a telephone information service that shall provide Medicaid recipients and providers with all eligibility information provided by EVS or its replacement, 24 hours a day, 365 days a year. Defendants shall direct providers to use the back-up system whenever EVS reports ineligibility.

Beginning no later than April 21, 1997, Defendants shall notify:

(a) recipients of the existence and purpose of the back-up system and its telephone number in the notices approving the recipient's eligibility and recertification; and (b) providers of the existence and purpose of the back-up system and its telephone number in a Transmittal.

If Defendants fail to meet the deadlines or other requirements set forth above, the Monitor shall study the reasons for such failure and possible remedies, and submit recommendations to the Court for implementation by Defendants. The parties shall have fifteen (15) days thereafter within which to submit comments on the Monitor's recommendations, and prior to the Court taking any action.

V. EPSDT Services (Claim 6)

After considering the arguments of counsel concerning amendment to the provisions of the Remedial Order concerning Claim 6, the Court orders as follows:^{1/}

Defendants shall provide or arrange for the provision of early and periodic, screening, diagnostic, and treatment services (EPSDT) when they are requested by or on behalf of children.

^{1/}The following provisions in this Section of the Order shall relate to all Medicaid recipients under the age of 21 (hereafter "child" or "children").

No later than December 31, 1997, the Monitor shall submit to the Court and counsel a report and recommendations pertaining to adoption and maintenance of a tracking system for all children that shows:

(a) by name and Medicaid identification number, whether each child has obtained the screens, as defined in 42 U.S.C. 1396d(r)(1)(B), and laboratory tests set forth in the District of Columbia periodicity schedule issued in accordance with 42 U.S.C. 1396d(r)(1)(A)(i), 1396d(r)(2)(A)(i), 1396d(r)-(3)(A)(i), 1396d(r)(4)(A)(i), at the times set forth in that schedule, including lead blood screens, dental services, and vision and hearing tests (hereafter "screens and laboratory tests");

(b) by name and Medicaid identification number, whether each child has received age-appropriate immunizations in accordance with the American Academy of Pediatrics immunization schedule (hereafter "immunization schedule");

(c) by name and Medicaid identification number, whether and on what date(s) each child has been referred for corrective treatment determined to be necessary as a result of an EPSDT screen or laboratory test;

(d) by name and Medicaid identification number, whether and on what date each child referred for corrective treatment as a

result of an EPSDT screen or laboratory test has obtained the corrective treatment for which the child was referred;

(e) by name and Medicaid identification number, the date on which any of the outreach activities set forth in the second paragraph below were undertaken with respect to the child.

The parties shall have fifteen (15) days thereafter within which to submit comments on the tracking system report, and prior to the Court taking any action.

Beginning no later than November 1, 1997, Defendants shall make every reasonable effort, including telephone calls, scheduling of appointments for recipients, mailed reminders and personal visits, to contact parents, guardians of children, or the children themselves, if appropriate, based on the child's age, who are due for, or who have failed to keep appointments for, EPSDT screens and laboratory tests set forth in the District of Columbia periodicity schedule issued in accordance with 42 U.S.C. 1396d(r)(1)(A)(i), 1396d(r)(2)(A)(i), 1396d(r)(3)(A)(i), 1396d(r)(4)(A)(i), immunizations, or follow-up treatment to correct or ameliorate a defect identified during an EPSDT screen or laboratory test, or have otherwise not obtained EPSDT screens, laboratory tests, immunizations, follow-up treatment or other services, in order to assist them to obtain such services. Defendants may enter into

(60) days of its due date, based on the child's age, under the periodicity schedule or immunization schedule for all children over the age of two years and within thirty (30) days of its due date for all children under the age of two years. Annual data shall be separately calculated and compliance separately required for each age category set forth on the HCFA Form 416;

(c) the provider or MCO shall meet an 80 percent participant ratio, as defined by the HCFA State Medicaid Manual, Section 5360.B (November 1993) for 1999 and thereafter for all children enrolled with the provider or MCO. In order to be considered timely, each screen, laboratory test and immunization must be conducted within sixty (60) days of its due date, based on the child's age, under the periodicity schedule or immunization schedule for all children over the age of two years and within thirty (30) days of its due date for all children under the age of two years. Annual data shall be separately calculated and compliance separately required for each age category set forth on the HCFA Form 416;

(d) Beginning on November 1, 1997, Defendants shall provide periodic reports to the Court, the Monitor, and Plaintiffs on the provision of EPSDT services. By July 15, 1997, the Monitor shall confer with the parties and recommend to the Court the information to be provided by the Defendants in the reports and the dates on

which the reports shall be submitted. The parties shall thereafter have 15 days to comment on the Monitor's proposal. The first report shall cover November and December 1997; thereafter reports shall be quarterly.

No later than March 22, 1997, Defendants shall amend the District's periodicity schedule to require dental services at least annually for children age 6 through 20.

Beginning no later than October 1, 1997, Defendants shall follow the federal requirements set forth in the HCFA State Medicaid Manual, Section 2700.4 (April 1995), in reporting line 12 on the HCFA Form 416 concerning referrals or comparable provisions in future forms for treatment of conditions discovered in the course of EPSDT screens and laboratory tests.

Beginning no later than March 22, 1997, Defendants shall offer scheduling and transportation assistance prior to the due date of each eligible child's periodic screening, laboratory tests and immunizations as required by the HCFA State Medicaid Manual, Section 5150 (April 1995), when this assistance is requested and necessary.

Beginning no later than March 22, 1997, Defendants shall assure that children and their parents or guardians shall be provided assistance, when requested and necessary, with

transportation to EPSDT appointments by bus, Metro or taxicab.

Beginning no later than November 1, 1997, Defendants shall provide case management services as described in the HCFA State Medicaid Manual §4302 and as defined by 42 U.S.C. 1396n(g)(2), to children with a need for such services under the EPSDT program.

Beginning no later than May 15, 1997, and continuing on the 15th of each subsequent month to November 1, 1997, Defendants shall report to the Court, the Monitor and plaintiffs' counsel, concerning its implementation of case management services to children with multiple barriers to health care who need intensive and individualized case management.

VI. EPSDT Notice (Claim 7)

After considering the arguments of counsel concerning amendment to the provisions of the Remedial Order concerning Claim 7, the Court orders as follows:^{2/}

By February 20, 1997, Defendants shall effectively inform all pregnant women, parents, child custodians, and teenagers who are sui juris and who have been determined to be eligible for Medicaid benefits, including individuals who are blind or deaf, or who are illiterate, of the availability of early and periodic, screening,

²The following provisions in this Section of the Order shall relate to all Medicaid recipients under the age of 21 (hereafter "child" or "children").

diagnostic, and treatment services (hereafter "EPSDT") and the need for age-appropriate immunizations against vaccine-preventable diseases. Notice shall be provided to all such individuals, to all applicants for Medicaid, and to all Medicaid recipients, at least annually, in writing. In addition, oral notice must be given at least annually if such individual meets with a social service representative. The oral and written notice shall use clear and non-technical language, and shall be designed to effectively inform EPSDT-eligible individuals about the benefits of preventive care, the services available under the EPSDT program, where and how to obtain those services, the cost-free nature of the services, and the availability of necessary scheduling and transportation assistance.

Defendants shall establish and maintain a helpline that explains EPSDT services in Spanish which is available whenever no Spanish-speaking DHS employee is available to give an oral explanation and the person to whom notice is to be given understands only Spanish.

By February 20, 1997, Defendants shall develop a program, to be implemented by March 22, 1997, to provide adequate notice about the EPSDT program to eligible persons who are blind or deaf, and who cannot read or cannot understand English. Defendants shall

submit the plan to the Court, the Monitor and counsel within ten (10) days of its completion. Within thirty (30) days of defendants notifying the Court, the Monitor, and plaintiffs' counsel of the plan and its implementation, the Monitor shall evaluate the program, and submit a report on its implementation to the Court and counsel. The parties shall have fifteen (15) days thereafter within which to submit comments on the report, and prior to the Court taking any action.

Beginning no later than February 20, 1997, Defendants shall require all providers of Medicaid services to give all pregnant women, parents, child custodians, and teenagers who are sui juris, and who have been determined to be eligible for Medicaid benefits, including individuals who are blind or deaf, or who are illiterate, written material describing EPSDT services in simple terms when they first visit the provider and on subsequent visits, unless the provider has given the recipient such material within the preceding year. Defendants shall also require all providers of Medicaid services to explain the EPSDT program orally to such recipients at least annually. Defendants shall require providers to call the Spanish helpline described above whenever the person to whom notice is to be given understands only Spanish.

The written and oral notices set forth in the preceding

paragraphs shall include:

(a) An explanation of all EPSDT medical services, including screens, laboratory tests, immunizations and corrective treatment;

(b) An explanation of the importance of these services, and a strong recommendation that the services be utilized;

(c) A schedule for screens, laboratory tests and immunizations, including a pocket-size card with the schedule;

(d) An explanation of the right of the child to follow up treatment to correct or ameliorate any medical need identified during a screen or laboratory test;

(e) An explanation of the right to scheduling assistance in order to make EPSDT appointments and the procedures for obtaining such assistance; and

(f) An explanation of the right to transportation assistance and the procedures for obtaining such assistance for EPSDT appointments.

Beginning no later than March 22, 1997, Defendants shall develop and implement effective coordination of EPSDT notice and outreach with the Commission on Public Health, the District of Columbia public school system, Headstart programs, the Women, Infants and Children nutrition program, public housing programs,

Title XX programs, and the District's Part H early intervention program. The plan for coordination shall be provided to the Court, the Monitor and counsel within ten (10) days of its completion. The Monitor shall submit, within fifteen (15) days thereafter, an evaluation of the coordination plan, and shall monitor its implementation.

By June 30, 1997, and after consulting with the parties, the Monitor shall submit a report on the need for, the feasibility and mechanics of, and the cost of a statistically valid study of the effectiveness of EPSDT notice in the District of Columbia. The parties shall have fifteen (15) days thereafter within which to submit comments on such report, and prior to the Court taking any action.

VII. Reimbursement Procedure for Class Members' Expenses

After considering plaintiffs' motion to clarify the provisions of the Remedial Order concerning reimbursement notification and noting the agreement of counsel, the Court orders as follows:

The following procedures shall apply to all current and future Medicaid recipients and all those who were Medicaid recipients or were eligible for Medicaid at any time since March 2, 1990.

No later than March 22, 1997, Defendants shall amend their Medicaid State Plan to allow for corrective payments to Medicaid

recipients who have incurred out-of-pocket medical expenses that, but for Defendants' error, should have been paid by Medicaid.

Beginning no later than sixty (60) days after this Court enters a further Order setting forth the reimbursement procedures Defendants shall inform (1) all Medicaid applicants in a document provided at the time the application is made to each applicant (including those who mail in applications or submit them at a location other than a Department of Human Services service center) and all notices of eligibility or accompanying written materials, (2) recipients in the recertification form (or a contemporaneously mailed document) and all notices as to eligibility or accompanying written materials, and (3) providers at least annually, of the procedures for obtaining reimbursement of out-of-pocket medical expenses that should have been paid by Medicaid. The notice to applicants and recipients shall include a conspicuous statement that the applicant or recipient may obtain free legal assistance in obtaining reimbursement by contacting Plaintiffs' counsel, and shall include the name, address and telephone number of such counsel. The reasonable time and expenses of Plaintiffs' counsel shall be deemed compensable monitoring of the Order under 42 U.S.C. § 1988.

The Monitor shall develop procedures for notifying and

reimbursing members of the Plaintiff class who have incurred out of-pocket expenses at any time after March 2, 1990, that should have been covered by Medicaid. The procedures developed by the Monitor shall include reasonable and practical methods for notifying former Medicaid recipients of their right to reimbursement. Reimbursement of class members shall be made when the class member presents reasonable and reliable documentation or other evidence of their out-of-pocket expenses. The procedures shall also provide that requests for reimbursement shall be submitted within one hundred eighty (180) days of the date that the notice was received or the expense incurred, whichever is later.

Class members shall be informed that they are entitled to free legal assistance in obtaining reimbursement and be given the name, address and telephone number of Plaintiffs' counsel. The reasonable time and expenses of Plaintiffs' counsel shall be deemed compensable monitoring of the Order under 42 U.S.C. § 1988. The Monitor shall submit his recommended procedures to the Court by May 15, 1997. The parties shall have fifteen (15) days thereafter within which to submit comments on the reimbursement plan, and prior to the Court taking any action.

VIII. Monitoring Fees to Plaintiffs' Counsel

The Court declines to amend the portions of the Remedial Order which require notice to the class of their entitlement to free legal assistance from plaintiffs' counsel. Plaintiffs' counsel may respond to all calls which come to their office and make reasonable inquiry to determine whether the caller is a member of the plaintiff class. If the caller is a member of the plaintiff class, plaintiffs' counsel may provide the caller with legal assistance. The reasonable time and expenses of Plaintiffs' counsel in making such inquiry and providing such legal assistance shall be deemed compensable monitoring of this Order under 42 U.S.C. § 1988 and applicable law interpreting that statutory provision.

Beginning on May 15, 1997, and continuing thereafter, plaintiffs' counsel shall provide defendants' counsel with a monthly statement of their fees and expenses associated with monitoring defendants' compliance with the Remedial Order.

IX. Continuing Jurisdiction

The Court shall retain jurisdiction of this matter to make any necessary orders enforcing or construing this Order.

X. Other Matters

All requests for relief set forth in Plaintiffs' Motion for Clarification of This Court's Remedial Order of January 21, 1997,

and Defendants' Motion to Alter and Amend Judgment or, in the Alternative, to Amend Amended Findings of Fact and Conclusions of Law, or in the Alternative to Amend the Remedial Order, not specifically addressed in this Amended Remedial Order are denied.

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Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.2

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

STANDARD CONTRACT PROVISIONS

TABLE OF CONTENTS

1. *Covenant Against Contingent Fees:*.....1
2. *Shipping Instructions – Consignment:*.....1
3. *Patents:*.....1
4. *Quality:*.....1
5. *Inspection Of Supplies:*.....1
6. *Inspection Of Services:*.....3
7. *Waiver:*.....4
8. *Default:*.....4
9. *Indemnification:*.....6
10. *Transfer:*6
11. *Taxes:*.....6
12. *Appointment of Attorney:*.....7
13. *District Employees Not To Benefit:*.....7
14. *Disputes:*.....7
15. *Changes:*10
16. *Termination For Convenience Of The District:*.....10
17. *Recovery Of Debts Owed The District:*.....14
18. *Retention and Examination Of Records:*14
19. *Non-Discrimination Clause:*14
20. *Definitions:*16
21. *Health And Safety Standards:*.....16
22. *Appropriation Of Funds:*.....16
23. *Buy American Act:*.....16
24. *Service Contract Act of 1965:*17
25. *Cost and Pricing Data:*.....23
26. *Multiyear Contract:*.....25
27. *Termination Of Contracts For Certain Crimes And Violations:*.....25

March (2007)

1. **Covenant Against Contingent Fees:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. **Shipping Instructions – Consignment:**

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. **Patents:**

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. **Quality:**

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. **Inspection Of Supplies:**

- (a) **Definition.** "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

March (2007)

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

March (2007)

- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

March (2007)

- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. **Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. **Default:**

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

March (2007)

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s)" means subcontractor(s) at any tier.

March (2007)

9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children's Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

March (2007)

12. Appointment of Attorney:

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

March (2007)

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

March (2007)

- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

March (2007)

- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.

March (2007)

- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

March (2007)

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
 - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of :
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

March (2007)

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

March (2007)

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

March (2007)

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation; and
- (e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

March (2007)

- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

- (a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

March (2007)

“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
- (1) For use outside the United States;
 - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the District determines the cost to be unreasonable.

24. Service Contract Act of 1965:

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
- (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
 - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation.

March (2007)

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
 - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
 - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
 - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

March (2007)

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
 - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
 - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
 - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
 - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

March (2007)

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
 - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
 - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

March (2007)

- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - (1) For each employee subject to the Act:
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (c) Daily and weekly hours worked; and
 - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
 - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
 - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

March (2007)

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.
- (l) Contractor's report:
 - (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
 - (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- (m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.
- (n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.
 - (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

March (2007)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
 - (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

March (2007)

- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
 - (1) Vendor quotations;
 - (2) Nonrecurring costs;
 - (3) Information on changes in production methods or purchasing volume;
 - (4) Data supporting projections of business prospects and objectives and related operations costs;
 - (5) Unit – cost trends such as those associated with labor efficiency;
 - (6) Make or buy decisions;
 - (7) Estimated resources to attain business goals;
 - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
 - (1) final payment under the contract;

March (2007)

- (2) final termination settlement; or
- (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
 - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
 - (2) There has been any breach or violation of:
 - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
 - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
 - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
 - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.3

05-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2104

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 2
Date Of Revision: 11/07/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
01012 - Accounting Clerk II	13.79
01013 - Accounting Clerk III	15.49
01020 - Administrative Assistant	17.32
01040 - Court Reporter	21.45
01051 - Data Entry Operator I	17.49
01052 - Data Entry Operator II	12.67
01060 - Dispatcher, Motor Vehicle	13.82
01070 - Document Preparation Clerk	16.50
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	12.75
01112 - General Clerk II	13.72
01113 - General Clerk III	15.32
01120 - Housing Referral Assistant	18.74
01141 - Messenger Courier	20.84
01191 - Order Clerk I	10.23
01192 - Order Clerk II	14.74
01261 - Personnel Assistant (Employment) I	16.29
01262 - Personnel Assistant (Employment) II	15.45
01263 - Personnel Assistant (Employment) III	17.49
01270 - Production Control Clerk	20.84
01280 - Receptionist	20.78
01290 - Rental Clerk	12.29
	15.45

01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
12000 - Health Occupations	

12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49

14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52

23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
22.12	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	20.36
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46

23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.06
25040 - Sewage Plant Operator	20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	20.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	16.67
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	16.67
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11

30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.62
30461 - Technical Writer I	20.25
30462 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another

day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.4

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

**GOVERNMENT OF THE DISTRICT
OF COLUMBIA**

D.C. Office of Contracting and Procurement
Employer Information Report (EEO)

Reply to:
Office of Contracting and Procurement
441 - 4th Street, N. W., Suite 800S
Washington, DC. 20001

Instructions:

Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
One copy shall be retained by the Contractor.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

SINGLE ESTABLISHMENT EMPLOYER:
(1) Single-establishment Employer Report

MULTI-ESTABLISHMENT EMPLOYER:

- (2) Consolidated Report
(3) Headquarters Report
(4) Individual Establishment Report (submit one for each establishment with 25 or more employees)
(5) Special Report

2. Total number of reports being filed by this company? 1

3. OFFICIAL USE ONLY

1. Name of Company which owns or controls the establishment for which this report is filed:

Medical Transportation Management Inc.

Address (Number and street) 116 Hawk Ridge Drive City or Town Lake St. Louis Country USA State MO Zip Code 63367

b. Employer Identification No. [REDACTED]

OFFICIAL USE ONLY

2. Establishment for which this report is filed.
Same See Above

a. Name of establishment
Same See Above

Address (Number and street) City or Town Country State Zip Code

b. Employer Identification No.

3. Parent of affiliated company
MTM Holdings Inc

a. Name of parent or affiliated company
MTM Holdings Inc

b. Employer Identification No. [REDACTED]

Address (Number and Street) City or Town Country State Zip Code
116 Hawk Ridge Drive Lake St. Louis USA MO 63367

1. Is the location of the establishment the same as that reported last year?
 Yes No No report last year Report on combined basis

2. Is the major business activity at this establishment the same as that reported last year?
 Yes No No report last year Report on combined basis

OFFICIAL USE ONLY

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)

Manage and Provide Non-emergency medical transportation

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).
 Yes No

Section D - EMPLOYMENT DATA

R(a)(6)

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS" ARE HEREBY INCLUDED AS A PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, Alaina Macia, THE AUTHORIZED REPRESENTATIVE OF MTM, Inc., HEREIN AFTER REFERRED TO AS THE "CONTRACTOR" CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1995, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4925. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT CONTRACT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

Medical Transportation Management, Inc.
CONTRACTOR

Alaina Macia
NAME

Alaina Macia
SIGNATURE

President and CEO
TITLE

POHC-2006-R-0010
CONTRACT NUMBER

7-12-06
DATE

District of Columbia Register
GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
 - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
 - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
 - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
 - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
 - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
 - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
 - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

ATTEST: Signed by Clifton B. Smith
Secretary of the District of Columbia

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100.□ PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

(a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and

(b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
 - (b) Recruitment or recruitment advertising;
 - (c) Demotion, layoff, or termination;
 - (d) Rates of pay, or other forms of compensation; and
 - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.
- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 AFFIRMATIVE ACTION PROGRAM
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
 - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
 - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
 - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
 - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
 - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
 - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
 - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
 - (1) Including it in any organizational manual;
 - (2) Publicizing it in company newspapers, annual report, etc.;
 - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
 - (4) Posting; and
 - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
 - (1) Informing and discussing it with all recruitment sources;
 - (2) Advertising in news media, specifically including news media directed to minorities and women;
 - (3) Notifying and discussing it with all known minority and women's organizations; and
 - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

(a) Officials and managers;

(b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

- 1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.
- 1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.
- 1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.
- 1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.
- 1112 AFTER EXECUTION OF CONTRACT
- 1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.
- 1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.
- 1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.
- 1113 MONITORING AND EVALUATION
- 1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.
- 1114 AFFIRMATIVE ACTION TRAINING PROGRAM
- 1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:
- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
 - (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
 - (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

- 1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.
- 1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.
- 1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.
- 1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

- 1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.
- 1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.
- 1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.
- 1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:
- (a) A convenient time and place of hearing;
 - (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
 - (c) A concise statement of the matters to be brought before the hearing.
- 1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
 - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.
- 1199 DEFINITIONS

1199.1

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

Contract – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

Contracting Agency – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

Contracting Officer – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

Contractor – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

Director – the Director of the Office of Human Rights, or his or her designee.

Dispute – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

Minority – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

Subcontract – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

Subcontractor – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.5

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: POHC-2006-R-0010

Contract Amount: _____

Project Name: MTM, Inc

Project Address: 16 Hawk Ridge Drive, Lake St. Louis, MO 63367 Ward: _____

Nonprofit Organization: (Yes) _____ (No) X

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as **DOES**, and MTM, Inc, hereinafter, referred to as **EMPLOYER**. Under this Employment Agreement, the **EMPLOYER** will use **DOES** as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. The **EMPLOYER** will use **DOES** as its first source for the recruitment, referral and placement of employees.
- B. The **EMPLOYER** shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with **DOES**.
- C. **DOES** will provide recruitment, referral and placement services to the **EMPLOYER** subject to the limitations set out in this Agreement.
- D. **DOES** participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by **DOES**.

- B. Notification of specific needs, as set forth in Section II.A. must be given to **DOES** at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the **EMPLOYER'S** current workforce need not be referred to **DOES** for placement and referral.
- D. The **EMPLOYER** will submit to **DOES**, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the **EMPLOYER**.

IV. PLACEMENT

- A. **DOES** will notify the **EMPLOYER**, prior to the anticipated hiring dates, of the number of applicants **DOES** will refer. **DOES** will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The **EMPLOYER** will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by **DOES**.
- C. In the event **DOES** is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the **EMPLOYER** will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the **EMPLOYER** will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the **EMPLOYER** has selected its employees, **DOES** will not be responsible for the employees' actions and the **EMPLOYER** hereby releases **DOES**, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
 - B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
 - C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
 - D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
 - E. With the submission of the final request for payment from the District, the EMPLOYER shall:
 1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
 - F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
 1. A good faith effort to comply is demonstrated by the contractor;
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.6

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage \$11.75 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880



LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11 became effective June 9, 2006. It generally provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the amount of \$11.75 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than \$11.75 per hour.

"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the "*Living Wage Act*":

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor is not paying at least the living wage you should report it to the Contracting Officer.

If you believe that your employer is not paying you at least the required living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Avenue, N.E., Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Law or any regulations adopted pursuant to the law.*



Government of the District of Columbia
Anthony A. Williams, Mayor

Department of Employment Services
Gregory P. Irish, Director

Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.7

**D.C. Medicaid Active Transportation Providers,
Provider Type = 27**

as of 4/18/2007

Earliest Active Enrol Date	Name	Address Line1	Street Address	CITY	ST	Zip	Phone #
11/1/1969	CENTER FOR MENTAL HLTH/TOKENS		4250 CONNECTICUT AVE. N.W.	WASHINGTON	DC	20008	202-678-3000
3/23/1976	JENKINS TRANSPORTATION SERVICE INC.	DAN JENKINS	5803 39TH AVENUE	HYATTSVILLE	MD	20781	301-779-0555
1/1/1980	BATTLE'S TRANSPORTATION INC.		1360 OKIE STREET, N.E.	WASHINGTON	DC	20002	202-462-8658
1/1/1980	CHILDRENS HOSP NMC/TOKENS	FACILTY 053/FAMILY SVCS.	111 MICHIGAN AVE NW	WASHINGTON	DC	20010	202-745-5323
1/1/1980	HOWARD UNIV.HOSPITAL/TOKENS		2041 GEORGIA AVE NW	WASHINGTON	DC	20060	202-745-6100
1/1/1980	ATW, INC. T/A CAPITOL CAB		622 8TH STREET NE	WASHINGTON	DC	20002	202-544-7735
1/1/1980	WASHINGTON HOSP.CENTER/TOKENS	CASHIER OFFICE	110 IRVING STREET NW	WASHINGTON	DC	20010	202-541-0500
4/1/1985	NATIONAL CHILDRENS CENTER		6200 SECOND STREET NW	WASHINGTON	DC	20011	202-722-2356
10/18/1988	EPSPS TRANSPORTATION CO.		75 RHODE ISLAND AVE., NW	WASHINGTON	DC	20001	202-462-6742
2/1/1994	O.J.S TRANSPORTATION	SUITE 200	5023 FOURTH STREET, N.W.	WASHINGTON	DC	20011	202-722-1715
6/23/1994	L & N TRANSPORTATION CO., INC.		4300 32ND ST	MT RAINIER	MD	20712	202-526-6509
9/2/1994	UNI-CARE TRANSPORTATION		P.O.BOX 42230	WASHINGTON,	DC	20015	202-321-7300
9/27/1994	PAPA-MED WHEELCHAIR		23230 RIDGE ROAD	GERMANTOWN	MD	20876	800-572-0005
5/18/1995	HANDI-PRO TRANSPORTATION INC.		P.O. BOX 2373	WASHINGTON	DC	20013	202-635-6050
11/1/1995	K.B.I. TRANSPORT SERVICES		P.O. BOX 41064	ARLINGTON	VA	22204	202-399-6904
7/15/1996	WATKINS TRANSPORT CORPORATION		7603 BETHAL DRIVE	DISTRICT HEIGHTS	MD	20747	301-336-5318
9/11/1996	F & C TRANSPORTATION	T/A F & C TRANSPORTATION	7915 HART ROAD	FORT WASHINGTON	MD	20744	301-567-6724
10/1/1996	QUALITY TRANSPORT		7109 MATHEW ST	GREENBELT	MD	20770	301-446-1751
7/31/1997	E.Z. MEDICAL WHEELS	SUITE 1	1701 WEST VIRGINIA AVE. NE	WASHINGTON	DC	20009	202-387-6040
9/8/1997	LAMONT AND WADE ASSOCIATES		1917 U PLACE S.E.	WASHINGTON	DC	20020	301-297-8546
9/29/1997	LYNCH TRANSPORTATION SERVICE		11200 HOMESTEAD DRIVE	UPPER MARLBORO	MD	20774	301-808-3980
10/21/1997	A-ALWAYS ENTERPRISES, INC.		5219 QUIET PLACE	DALE CITY	VA	22193	703-551-1234
1/13/1998	SAMS TRANSIT	#C8	4038 WARNER AVENUE	HYATTSVILLE	MD	20784	301-386-1020
2/6/1998	JUNIOR'S ENTERPRISES INC.		4111 KILBOURNE DRIVE	FT. WASHINGTON	MD	20744	301-316-0665
3/17/1998	SERVICES CORP TRANSPORTATION	601 PENNSYLVANIA AVE., NW	SUITE 900	WASHINGTON	DC	20004	301-568-6671
3/17/1998	CHEEKS & SON TRANSPORTATION, INC.		12138 CENTRAL AVENUE	MITCHELLVILLE	MD	20774	202-582-4581
6/22/1998	YOUNG STAR TOURS		4025 MINNESOTA AVENUE N.E.	WASHINGTON	DC	20019	240-375-7945
7/29/1998	GRACE TRANSPORT SERVICES INC	SUITE 204	4825 NORTH CAPITOL STREET N.	WASHINGTON	DC	20011	202-529-7388
7/29/1998	PRECIOUS CARE, INC.		9500 MAZZONI AVENUE	LANHAM	MD	20706	301-306-2296
8/20/1998	PEOPLE HELPING PEOPLE INC.		6320 PATTERSON STREET	RIVERDALE	MD	20737	301-864-4609
12/1/1998	AMORY'S CARE TRANSPORTATION		13618 HAYWORTH DRIVE	POTOMAC	MD	20854	240-463-0938
12/3/1998	MULTI-TRANSPORATION (MTI)		3309 B STREET, SE	WASHINGTON	DC	20019	202-581-3644
3/15/1999	E & P TRANSPORTATION SERVICES INC.		1406 H STREET, N.E.	WASHINGTON	DC	20002	202-399-0711
6/9/1999	NILE EXPRESS TRANSPORT INC.		P.O. BOX 21650	WASHINGTON	DC	20009	202-320-3666
6/21/1999	MINUTEMAN TRANSPORTATION		8624 GEORGIA AVE	SILVER SPRING	MD	20910	301-585-5830
7/5/1999	SUNRISE TRANSPORTATION	STE. 203	2627 ARLINGTON DRIVE	ALEXANDRIA,	VA	22306	202-746-0456
9/10/1999	REGAL TRANSPORTATION		3822 FAIRFAX PRKWY	ALEXANDRIA	VA	22312	202-421-8988
10/6/1999	CONCERNED MEDICAL TRANSPORT, INC.		1471-A NORTH VANDORN STREET	ALEXANDRIA	VA	22304	703-437-0084
10/14/1999	ATS TRANSPORTATION & LIMO.	10901 CONNECTICUT AVENUE	SUITE 300	KENSINGTON	MD	20895	240-430-1300
10/29/1999	ROLAK GROUP, INC.		13912 BURNTISHED WOOD CT	UPPER MARLBORO	MD	20774	301-455-8198
11/15/1999	AMERICAN CARE TRANSIT COMPANY, INC.		P.O. BOX 3648	ALEXANDRIA	VA	22302	703-201-5900
3/28/2000	LANE'S TRANSPORTATION		7727 GREYMONT STREET	LANDOVER	MD	20785	301-322-8129
4/7/2000	EACF TRANSPORTATION SERVICE		8407 QUINTANA STREET	HYATTSVILLE	MD	20784	202-528-1612

**D.C. Medicaid Active Transportation Providers,
Provider Type = 27**

as of 4/18/2007

Earliest Active Enrol Date	Name	Address Line1	Street Address	CITY	ST	Zip	Phone #
4/27/2000	AHMED MEDICAL TRANSPORTATION		P.O. BOX 29631	WASHINGTON	DC	20017	703-698-2072
5/15/2000	DEPENDABLE MEDICAL TRANSPORTATION	SUITE 410	6475 NEW HAMPSHIRE AVE	HYATTSVILLE	MD	20783	301-890-1000
8/24/2000	MEDRIDE, INC.	SUITE 200	9430 LANHAM SEVERN ROAD	LANHAM	MD	20706	301-918-0011
9/29/2000	BASIL TRANS		8159 GILROY DR. #B	LORTON	VA	22079	703-623-1919
12/6/2000	JACKSON'S TRANSPORTATION SVCS, INC.		414 WEBSTER STREET N.W.	WASHINGTON	DC	20011	202-545-9071
2/14/2001	D & K SUPER TRANS. INC.	SUITE 206 B	105 E. ANNANDALE ROAD	FALLS CHURCH	VA	22046	703-981-2181
2/20/2001	SMA TRANSPORTATION SERVICES		19553 RIDGE HEIGHTS DRIVE	GAITHERSBURG	MD	20879	301-990-7100
4/3/2001	ONTIME TRANSPORTATION		7604 MARIETTA LANE	COLLEGE PARK	MD	20740	301-474-9884
5/14/2001	ULTIMATE HEALTH CARE SERVICES		14531 OAK CLUSTER DR.	CENTREVILLE	VA	20120	703-988-0279
10/10/2001	INTERSTATE TRANSIT CORPORATION		6337 KINSEY TERR.	LANHAM	MD	20706	202-538-7018
10/10/2001	ON CALL TRANSPORTATION SERVICES		6604 GLASSELL COURT	ALEXANDRIA	VA	22310	703-717-0445
10/12/2001	FLAMINGO TRANSPORTATION	MOHAMAD HAMAD	17658 HORIZON PLACE	DERWOOD	MD	20855	301-706-9781
10/12/2001	MILLENIUM THERAPEUTIC CARE		6001 PRINCESS GARDEN PARKWAY	LANHAM	MD	20769	301-429-0266
10/12/2001	GZAR TRANSPORT	GZAR TRANSPORT	5800 QUANTRELL AVE.	ALEXANDRIA,	VA	22312	202-486-5540
2/13/2002	GADO SOLO TRANSPORTATION	T/A GADO SOLO TRANSPORTATION	1512 MONTANA AVE NE	WASHINGTON	DC	20018	202-437-6762
2/28/2002	SARAH TRANSPORTATION SERVICE	SARAH TRANSPORTATION SERVICE	5001 SEMINARY ROAD #723	ALEXANDRIA	VA	22311	202-905-7903
3/18/2002	DIVERSIFIED TRANSPORTATION SERVICES	SUITE 206	7600 GEORGIA AVE. NW	WASHINGTON	DC	20012	202-545-0360
4/16/2002	A. AND M TRANPORTATION	C/O MEMUNA MANSARAY	11 LAVENHAM PLACE	GAITHERSBURG	MD	20877	202-251-1742
4/24/2002	NASRIN MEDICAL TRANSPORTATION	C/O SALAHEDIN HAMAD	LOT 12. 15259 BARNABAS TRAIL	WOODBIDGE	VA	22193	202-841-1597
5/1/2002	ORIS ENTERPRISES		1721 CINNAMON TEAL WAY	UPPER MARLBORO	MD	20774	202-409-1353
5/1/2002	WIDE CARE TRANSPORTATION		6458 WINGATE STREET	ALEXANDRIA	VA	22312	301-728-1928
5/6/2002	AMERICAN MEDICS TRANSPORTATION	#703B	4860 MLK AVE., S.W.	WASHINGTON	DC	20032	202-561-9494
5/23/2002	D'S TRANSPORTATION SERVICES		12327 QUIET OWL LANE	BOWIE	MD	20720	202-285-0210
7/1/2002	EXPRESS TRANSPORTATION SERVICES INC	C/O BENEDICT FORETIA	7320 LONGBRANCH DRIVE	NEW CARROLLTON	MD	20784	301-651-8785
7/1/2002	AT TRANS SERVICES, INC.		PO BOX 4185	ARLINGTON	VA	22204	202-345-6075
7/1/2002	ALNUBA TRANSPORTATION	MOHAMED ABDELAZIA GOMAA	6481 FRENCHMEN'S DRIVE	ALEXANDRIA	VA	22312	202-345-0707
7/1/2002	BATMN TRANSPORTATION	NIGUSSIE G. MOGUS	6318 INDIAN RUN PKWY.	ALEXANDRIA	VA	22312	202-359-3244
7/1/2002	SARIA TRANSE, INC	SUITE #1208	5800 QUANTRELL AVE.	ALEXANDRIA	VA	22312	703-395-4657
7/18/2002	STARTIME VENTURES		8956 CONTINENTAL PLACE	LANDOVER	MD	20785	240-601-1406
7/26/2002	ROSS & TINE TRANSPORTATION, INC.		PO BOX 1232	LANDOVER	MD	20785	301-386-2687
8/12/2002	TRANSAMERICA SERVICES, LLC.	MAHIR I. OSMAN	1609 MARION STREET, N.W.	WASHINGTON	DC	20001	202-409-4344
8/12/2002	A B & B TRANS		9665 FRANKLIN WOODS PLACE	LORTON	VA	22079	202-437-3331
8/13/2002	ROYAL VENTURES	T/A ROYAL VENTURES	4211 54TH PLACE	BLADENSBURG	MD	20710	240-441-5640
8/30/2002	LOLA VENTURES		747 HARVARD STREET, N.W.	WASHINGTON	DC	20001	202-234-0634
9/2/2002	JIHAD PROPERTIES		1100 51ST STREET N.E.	WASHINGTON	DC	20019	202-397-1455
9/4/2002	MEDITRANS	ABDELRAHMAN ELWALID MOHAMED #302	7410 VERNON SQUARE DR., #301	ALEXANDRIA	VA	22306	202-361-8089
10/20/2002	CARE AMERICA LLC	C/O NADIR M. SALIH	716 MADISON STREET N.W.	WASHINGTON	DC	20011	202-412-2785
11/5/2002	NMS TRANSIT SERVICES, INC.		14709 BATAVIA DRIVE	CENTREVILLE	VA	20120	202-391-4100
12/16/2002	DGC TRUCKING INC.		501 DOBBIN COURT	ACCOKEEK	MD	20607	301-583-0559
12/24/2002	SUNSHINE TRANSPORTATION COMPANY	T/A SUNSHINE TRANSPORTATION #101	7307 SARA STREET	NEW CARROLLTON	MD	20784	202-498-5010
12/24/2002	OLAMAC TRANSPORTATION		8647 GREENBELT ROAD	GREENBELT	MD	20770	202-207-5598
1/9/2003	BEST TRANSPORTATION SERVICES	C/O ASHRAF AHMED ABDALLA	5133 BEAUREGARD ST	ALEXANDRIA	VA	22312	202-369-1651
2/1/2003	GREEN'S TRANSPORTATION CO INC		4111 KILBOURNE DRIVE	FORT WASHINGTON	MD	20744	301-248-6640
3/18/2003	LEAN & HENRY TRANSPORTATION	L.A.&H. TRANSIT	1943 BENNETT PLACE N.E.	WASHINGTON	DC	20002	202-409-0552

**D.C. Medicaid Active Transportation Providers,
Provider Type = 27**

as of 4/18/2007

Earliest Active Enrol Date	Name	Address Line1	Street Address	CITY	ST	Zip	Phone #
3/21/2003	BOONE-MCNAIR TRANSPORTATION LLC	C/O ROBIN BOONE-MCNAIR	9901 SUDAN PLACE	UPPER MARLBORO	MD	20772	301-266-7976
4/1/2003	STARKS TRANSPORTATION SVCS.	STARKS TRANSPORTATION SVCS.	5403 BARBARA DRIVE	LANHAM	MD	20706	301-306-7246
4/4/2003	RAYAH MEDICAL TRANSPORT	(DBA)RAYAH MEDICAL TRANSPORT	5741 HARWICH COURT	ALEXANDRIA	VA	22311	703-981-9918
4/17/2003	F & O TRANSPORT SERVICE, LLC		2202 DUNROBIN DR.	MITCHELLVILLE	MD	20721	240-286-2640
4/17/2003	UNIVERSAL SERVICES & BUSINESS CONNE	UNIVER. SRVC & BUSINESS CONN	4900 LEESBURG PIKE #410	ALEXANDRIA	VA	22302	703-820-1025
4/17/2003	JAMISCA TRANS	JAMISCA TRANS	4085 S. FOUR MILE RUN DR. #B	ARLINGTON	VA	22204	202-431-5450
5/2/2003	CHARLENE AREA TRANSIT (C.A.T.)	CHARLENE B. GANT-THOMPSON	3019 MASSACHUSETTS AVE SE #4	WASHINGTON	DC	20019	202-547-8902
5/2/2003	ON THE GO TRANSPORTAION		6201 GOLD YARROW LANE	UPPER MARLBORO	MD	20772	202-396-4446
5/14/2003	SHELTOX MEDICAL TRANSPORTATION SVC.		6007 FOREST HOLLOW LANE	SPRINGFIELD	VA	22152	703-626-4384
5/14/2003	PANTIO MEDICAL TRANSPORTATION		6461 FRENCHMENS DRIVE	ALEXANDRIA	VA	22312	703-929-0911
5/20/2003	NATIONAL SENIOR CITIZENS' NETWORK		6102 84TH AVENUE	NEW CARROLLTON	MD	20784	301-459-2287
6/3/2003	SHENGE GENERAL CONSULTING SVC. CORP		1908 MAEMOORE COURT	FORESTVILLE	MD	20747	301-324-9349
7/10/2003	CHARITY TRANSPORTATION	SUITE 204	5811 BALTIMORE AVE.	RIVERDALE	MD	20737	301-927-2070
7/14/2003	D & J MEDICAL TRANSPORTATION, LLC		4630 BRIGHTWOOD ROAD	OLNEY	MD	20832	301-924-5800
9/11/2003	C AND A	D/B/A C AND A	5307 MARTINIQUE LANE	ALEXANDRIA	VA	22315	202-518-7934
10/1/2003	GENERIC MCO TRANSPORTATION	SUITE 300	2100 M.L.K. JR. AVENUE, SE	WASHINGTON	DC	20020	000-000-0000
10/15/2003	PATROLA TRANSPORTATION SVC, INC.		3351 CROFFT PLACE, SE	WASHINGTON	DC	20019	202-468-9617
10/20/2003	JACKS CORPORATION		1012 HEARTFIELD DRIVE	SILVER SPRING	MD	20904	301-680-9720
11/10/2003	NATION TRANS SERVICE	NATION TRANS SERVICE	5864 MORNINGBIRD LANE	COLUMBIA	MD	21045	202-247-7543
11/18/2003	MOGA TRANSPORTATION		15358 BARNABAS TRL	WOODBIDGE	VA	22193	240-351-6836
11/26/2003	FADEK TRANSPORTATION		1013 17TH PLACE, N.E.	WASHINGTON	DC	20002	301-577-8417
12/18/2003	LAILA TRANSPORTATION SERVICE	HUSHAM SAYED ELTAYEB	5133 BEAUREGARD STREET	ALEXANDRIA	VA	22312	202-330-8995
1/5/2004	REHAM TRANSPORTATION	HAMED-ALAAELDIN-MOHMED	3701 S. GEO. MASON DR #N2617	FALLS CHURCH	VA	22041	202-413-1011
1/7/2004	FAMILY TRANSPORTATION SERVICES, INC		65 RANDOLPH PL. NW	WASHINGTON	DC	20001	202-635-2506
1/21/2004	ALPHA ONE TRANSPORTATION SERVICES	BABATUNDE AYOKUNLE	3403 LONDONLEAF LANE	LAUREL	MD	20724	301-604-3353
1/23/2004	TONY TRANSPORTATION SERVICES	IBEAWUCHI ANTHONY UKADILONU	241 LONGFELLOW ST. NW	WASHINGTON	DC	20011	202-541-9494
1/23/2004	AMNA TRANSIT SERVICES	NAGWA MOHAMED HAMED/ # 519	3101 S. MANCHESTER ST.	FALLS CHURCH	VA	22044	202-441-2775
2/2/2004	SAB TRANSIT	SUITE #418 NORTH	3701 SOUTH GEORGE MASON DR	FALL CHURCH	VA	22041	703-629-9199
2/23/2004	EMK SERVICES, INC.		1012 CHILLUM ROAD	HYATTSVILLE	MD	20782	301-440-4890
2/25/2004	EFFICIENT TRANSPORTATION, INC.		6323 WINGATE STREET	ALEXANDRIA	VA	22312	703-622-2095
3/1/2004	RIGHTWAY TRANSPORTATION. SRVC., INC		6800 GREEN CRESCENT COURT	GREENBELT	MD	20770	301-552-9271
3/15/2004	BRACEY TRANSPORTATION SERVICES	APT 303	3704 HAYES STREET, N.E.	WASHINGTON	DC	20019	202-258-6360
3/22/2004	HARVEY'S MEDIVAN SERVICES	HARVEY'S MEDIVAN SERVICES	P.O. BOX 54662	WASHINGTON	DC	20032	202-561-4411
4/12/2004	CARING AND CARRYING CORP.		529 DRUM AVENUE	CAPITOL HEIGHTS	MD	20743	301-967-1960
4/21/2004	NEGASH TRANSPORTATION, INC.	FEKADE S. NEGASH	301 N JORDAN ST #101	ALEXANDRIA	VA	22304	202-492-5432
4/26/2004	DIP & SONS INC.	DIP & SONS INC.	76 M STREET N.W. SUITE 302	WASHINGTON	DC	20001	202-330-8768
5/4/2004	JOHN TRANSPORTATION	JOHN TRANSPORTATION	16732 SWEENEY LANE	WOODBIDGE	VA	22191	571-242-8651
5/11/2004	MED-TRANS-INC.	MED-TRANS-INC.	1317 ORREN STREET NE	WASHINGTON	DC	20002	202-714-0080
7/9/2004	RUBA TRANSPORT	MUSSIE HABTEAB SBAHTU	1407 SOUTH ROLFE ST /APT 4	ARLINGTON	VA	22204	703-362-2812
7/14/2004	GLOBAL MEDICAL SERVICES, INC.		1200 MINNESOTA WAY	LARGO	MD	20774	301-324-1497
8/11/2004	YOUSIFF, EIMAN/AMIN TRANS	AMIN TRANS	9425 CHERWEK DR.	LORTON	VA	22079	703-362-1403
8/12/2004	EMANCO TRANS	DBA EMANCO TRANS	9425 CHERWEK DR.	LORTON	VA	22079	202-215-5518
8/19/2004	E. TRANSPORTATION SERVICE, LLC	WALTER ROYSTER, JR.	905 K. ST., N.E.	WASHINGTON	DC	20002	202-387-7001
8/25/2004	BROOK TRANSPORTATION, INC.	HAILU ZEWIDIE	6066 HOLLOW KNOLL COURT	SPRINGFIELD	VA	22152	703-608-1174

**D.C. Medicaid Active Transportation Providers,
Provider Type = 27**

as of 4/18/2007

Earliest Active Enrol Date	Name	Address Line1	Street Address	CITY	ST	Zip	Phone #
8/30/2004	R.A.J. TRANSPORTATION,LLC	#203	2700 Q ST., S.E.	WASHINGTON	DC	20020	202-445-8132
9/17/2004	H&H GN TRANSPORT	GIZACHEW WOUGASSO NERRI	3012 FURMAN LANE, #302	ALEXANDRIA	VA	22306	703-619-0045
9/20/2004	RELIABLE ACCESS, LLC		9506 LAWNSBERRY TERRACE	SILVER SPRING	MD	20901	240-460-2378
9/27/2004	INTERNATIONAL STAR TRANSPORTATION	NAGMELDIN ELZUBEIR ELTAYB	12581 PLYMOUTH COURT	WOODBIRGE	VA	22192	571-641-0972
9/28/2004	MARAWI TRANSPORTATION	MARAWI TRANSPORTATION	1621 COLONIAL HILL DR.	MCLEAN	VA	22102	703-499-6202
10/1/2004	FASH & ASSOCIATES, INC	FASH HLTHCARE SERVICES, INC	15111 JENNINGS LANE	BOWIE	MD	20721	301-821-5313
10/1/2004	PRISTINE TRANSPORTATION	#13/ABSUL T. SHERIEF	5121 COLUMBIA PIKE	ARLINGTON	VA	22204	703-599-4003
10/18/2004	AMERIPARK, INC		3814 BLADENSBURG ROAD	BRENTWOOD	MD	20722	301-277-6550
10/19/2004	RIGHT AID TRANSPORTATION, INC.	#807	1301 15TH STREET	WASHINGTON	DC	20005	202-391-3694
10/22/2004	MEDEX TRANSPORTATION	SUITE 704	4545 WHEELER ROAD	FOREST HEIGHT	MD	20745	703-403-0012
11/2/2004	ABEL TRANSPORTATION	#404/YEWOND WOSSEN TEKLE	718 JORDAN STREET	ALEXANDRIA	VA	22304	703-919-7096
11/10/2004	ABYSSINIA TRANSPORTATION	FETAHI BERHE	7534 ASPENPARK ROAD	LORTON	VA	22079	571-217-4668
12/23/2004	ATLANTIC CARE TRANS	OMAR ARBAB	1731 BLADENSBURG RD., N.E.	WASHINGTON	DC	20002	202-388-9200
1/3/2005	MAY TRANSPORTATION SERVICES, INC.	2ND FL	2205 14TH ST., N.W.	WASHINGTON	DC	20005	202-412-0363
1/4/2005	RELIABLE TRANSPORT SERVICE		1111 TWIN OAK DRIVE	HYATTSVILLE	MD	20782	301-559-1905
1/13/2005	MARTINDALE & ASSOCIATES, INC.		7129 LORY LANE	LANHAM	MD	20706	240-305-2774
1/24/2005	A BEBE, INC.		4314 LAVENDER LN.	BOWIE	MD	20720	240-486-6171
2/11/2005	SHELTON TRANSPORTATION SRVCS., INC.	STSI	1204 CROCKETT LANE	SILVER SPRING	MD	20904	301-384-7944
3/2/2005	PMR TRANSPORT, INC.	PMR TRANSPORT	1529 THIRD STREET, N.W.	WASHINGTON	DC	20001	240-832-5808
3/3/2005	BECTON'S ELITE GETAWAY, INC.		6908 KINGSTON DR.	TEMPLE HILLS	MD	20748	301-449-0011
3/18/2005	LIFE CARE TRANSPORTATION SRVC	WINFRED B. ANUMAH	13326 NICKLESON DRIVE	DALE CITY	VA	22193	703-371-8363
4/12/2005	BUSH, FACTOR TRANSPORTATION	ALMUS D. BUSH	1274 BARNABY TERRACE, S.E.	WASHINGTON	DC	20032	202-439-6216
4/26/2005	INDEPENDENT TRANSPORTATION	TENAN GEBRU	2015 MLK JR., S.E.	WASHINGTON	DC	20020	202-678-4110
4/29/2005	SHOSHKA TRANS	HISHAM ABUNORA	7116 FAIRCHILD DRIVE, #201	ALEXANDRIA	VA	22306	202-409-8497
5/13/2005	DAN TRANSPORTATION, INC.	#416	4901 SEMINARY ROAD	ALEXANDRIA	VA	22311	202-468-4388
5/16/2005	NILE TRANSPORTATION SERVICE	#1429/HALA OSMAN	5001 SEMINARY RD.	ALEXANDRIA	VA	22311	202-368-8116
6/13/2005	VERNICE WORLDWIDE TRANSPORTATION	LIFE STRIDE, INC.	3005 BLADENSBURG RD., N.E.	WASHINGTON	DC	20018	202-635-2320
6/15/2005	D R & W TRANSPORTATION SERVICES	DAVID TIMOTHY ROBINSON	1522 CHANNING ST., NE	WASHINGTON	DC	20018	202-832-9421
7/6/2005	ZION TRANSPORTATION		6129 MAIN STREET	LANHAM	MD	20706	301-731-5195
7/11/2005	CLARK TRANSPORTATION LLC		1213 TRINIDAD AVE NE	WASHINGTON	DC	20002	202-388-3393
7/11/2005	FAI TRANSPORTATION	SUITE 302	3823 W STREET SE	WASHINGTON	DC	20020	240-432-4254
7/27/2005	U-FIRST TRANSPORTATION	U-FIRST TRANSPORTATION	9410 WASHINGTON BLVD.	LANHAM	MD	20706	301-459-4338
8/5/2005	PATIENT FIRST TRANSPORTATION	PATIENT FIRST TRANSPORTATION	5205 JUST STREET NE	WASHINGTON	DC	20029	202-497-5977
8/8/2005	PROJECT "RAFFAH" INC.	SUITE 600	1717 K STREET NW	WASHINGTON	DC	20036	240-305-1142
8/9/2005	METRO-TRANSPORTERS	METRO-TRANSPORTERS	1200 NORTH IRVING STREET	ARLINGTON	VA	22201	703-328-6838
8/11/2005	ZEE TRANSPORTATION SERVICE	ZEE TRANSPORTATION SERVICE	6209 FERNWOOD TERR. #201	RIVERDALE	MD	20737	301-343-4103
9/19/2005	KHULON 1 ENTERPRISES	6432 5TH ST., N.W.	P.O. BOX 60068	WASHINGTON	DC	20039	240-463-2536
9/27/2005	DC TRANSIT INC		1405 KEARNY STREET NE	WASHINGTON	DC	20017	202-526-8214
10/10/2005	CARMEL TRANSPORTATION	CARMEL TRANSPORTATION	25429 VACATION PLACE	ALDIE	VA	20105	703-501-2171
10/27/2005	BEHAANI L.L.C		5001 SEMINARY RD #723	ALEXANDRIA	VA	22311	703-973-3878
11/4/2005	CAPITOL HILL SUPPORTIVE SERV PRGM		700 CONSTITUTION AVE NE	WASHINGTON	DC	20002	202-675-0521
11/12/2005	HEAVEN ON WHEELS, LLC	HEAVEN ON WHEELS, LLC	3001 QUEENS CHAPEL ROAD #200	MT. RAINIER	MD	20712	301-864-5564
11/15/2005	THE ARK TRANSPORTATION SERVICES	SUTIE 513	1200 12TH STREET, NW	WASHINGTON	DC	20005	240-353-6301
11/21/2005	CENTRAL TRANSPORTATION		4660 MLK JR AVE SW #C404	WASHINGTON	DC	20032	202-491-2577

**D.C. Medicaid Active Transportation Providers,
Provider Type = 27**

as of 4/18/2007

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1/9/2006	NORTHSTAR TRANSPORTATION, L.L.C.	APT. 2G	3200 E. STREET, S.E.	WASHINGTON	DC	20019	202-582-2557
1/27/2006	A&T TRANSPORT	A&T TRANSPORT	1433 MANCHESTER LANE NW	WASHINGTON	DC	20011	202-365-7745
1/27/2006	ASSOCIATED COMMUNITY SERVICES INC		78 RITCHIE ROAD	CAPITAL HEIGHTS	MD	20743	301-333-8939
2/7/2006	PROGRESSIVE MEDICAL CARE SERVICES	PROGRESSIVE MEDICAL CARE SRV	729 LONGFELLOW STREET NW	WASHINGTON	DC	20011	202-297-3633
3/7/2006	MUSTAFA TRANSPORTATION, LLC	UNIT 203	13701 SHREWSBURY CT.	HERNDON	VA	20041	202-460-5005
3/10/2006	SECURETRA SERVICES		3409 NEVIUS STREET	FALLS CHURCH	VA	22041	703-589-8236
3/20/2006	TWINS TRANSPORTATION	SUITE 101	4191 LOCHLEYEN TRL	FAIRFAX	VA	22030	703-405-4493
3/28/2006	S AND M TRANSPORT INC		10609 LAKE ARBOR WAY	BOWIE	MD	20721	301-808-3108
3/29/2006	AMERICARE METRO TRANSPORT	SEHAYE G MESKEL	1229 15TH ST NW	WASHINGTON	DC	20005	202-669-2600
4/3/2006	GBTC LLC (GOD BLESS THE CHILDREN)		510 PEABODY ST NE	WASHINGTON	DC	20011	202-635-8755
4/12/2006	MEDICAL TRANSPORT EXPRESS		23322 RAINBOW ARCH DR	CLARKSBURG	MD	20871	301-540-8444
5/15/2006	HORIZON MEDICAL TRANSPORTATION	SUITE 600	1717 K ST NW	WASHINGTON	DC	20006	301-442-1801
5/15/2006	SUKA MEDICAL TRANSPORT INC	SUITE 115	6817 GEORGIA AVE NW	WASHINGTON	DC	20012	301-559-2506
5/26/2006	TOTAL CARE SERVICES INC.		5780 2ND STREET NE	WASHINGTON	DC	20011	202-526-1133
6/1/2006	SANAGA SERVICES AND CARE LLC		1943 BENNETT PLACE NE	WASHINGTON	DC	20002	202-341-8888
6/1/2006	ANDYSON TRANSPORTATION SERVICES		15108 JENNINGS LANE	BOWIE	MD	20721	301-390-0729
6/9/2006	ATLANTIC TRANS CORP	#302	5502 N MORGAN ST	ALEXANDRIA	VA	22312	202-247-7044
6/14/2006	NILE TRANSPORTATION	SUITE 1502N	5601 SEMINARY RD	FALLS CHURCH	VA	22041	703-474-7959
6/20/2006	NICK & FRANK STEIN		2118 KEARNEY STREET NE	WASHINGTON	DC	20018	202-526-7255
6/20/2006	U-CALL TRANSPORTATION INC	JOE YOUSEF	1410 H STREET N.E.	WASHINGTON	DC	20002	202-426-1635
6/23/2006	UPLIFT TRANSPORT		1410 CANADIAN GEESSE CT	UPPER MARLBORO	MD	20774	240-460-0895
6/23/2006	MATI TRANSPORT		8308 NEWBY BRIDGE DR	LORTON	VA	22079	240-417-0265
7/5/2006	ALSTAR MEDICAL TRANSPORTATION INC		1943 BENNETT PLACE NE	WASHINGTON	DC	20002	240-353-6081
7/5/2006	ONE LIFE MEDICAL TRANSPORT SRVCS	KEHINDE RAYMOND TELLI	7110 SUNRISE DR	LANHAM	MD	20706	301-675-0493
7/5/2006	TOP CHOICE TRANSPORTATION	SUITE 201A	5811 BALTIMORE AVE	RIVERDALE	MD	20737	301-277-2134
7/6/2006	COMFORT TRANSIT INC		16037 DORSET ROAD	LAUREL	MD	20707	301-728-1291
7/6/2006	BEST CARE MEDICAL TRANSPORTATION		12936 LOCKLEVEN LANE	WOODBRIIDGE	VA	22191	703-434-0638
7/11/2006	UNITED TRANSPORTATION LLC		629 JEFFERSON ST NW	WASHINGTON	DC	20011	202-291-5250
7/13/2006	GALLOP-NON EMERGENCY MEDICAL TRANS	SUITE #7	14621 TYNEWICK TERRACE	SILVER SPRING	MD	20906	301-598-3509
7/28/2006	FIRST CHOICE HEALTH SERVICES	JOSEPH K. NGWAFA	6323 GEORGIA AVE NW/ STE 100	WASHINGTON	DC	20011	202-359-9750
7/31/2006	MISSION TRANS SERVICES	SUITE 100	3819 B SOUTH GEORGE MASON DR	FALLS CHURCH	VA	22041	202-352-5050
8/16/2006	BESY'S TRANSPORTATION INC	SUITE 209	1414 UPSHUR ST NW	WASHINGTON	DC	20011	202-595-6934
8/16/2006	SAMFRE TRANSPORTATION SERVICES INC.	#302	76 M STREET, N.W.	WASHINGTON	DC	20001	202-330-8768
8/17/2006	BEST CHOICE TRANSPORTATION INC		14600 THERA WAY	CENTREVILLE	VA	20120	202-747-8837
8/24/2006	PEARL'S TRANSPORTATION CO.	PEARLEAN VIVIAN COOK	42 SEATON PL NW	WASHINGTON	DC	20001	202-247-5843
9/8/2006	WHOLISTIC CARE TRANSPORTATION SVCS	SUITE 3	5748 2ND STREET NW	WASHINGTON	DC	20011	202-419-9703
9/21/2006	GENTLE MOVEMENTS, INC.	SUNDAY OTOIDE	26 EVARTS STREET, NE	WASHINGTON	DC	20002	202-372-5781
9/21/2006	ABANG HEALTH TRANSPORTATION	SUITE #225	1818 NEW YORK AVENUE NE	WASHINGTON	DC	20002	240-441-2951
9/25/2006	GLOBAL IMEX INC	SUITE #816	5800 QUANTRELL AVENUE	ALEXANDRIA	VA	22312	703-346-2201
9/26/2006	ANJ TRANS CARE		1731 BLADENSBURG ROAD NE	WASHINGTON	DC	20002	202-746-1302
10/3/2006	GOLAWOLE MEDICAL TRANSPORT		4620 4TH STREET NW	WASHINGTON	DC	20011	202-350-7231
10/11/2006	MBI TRANSPORTATION		241 KENNEDY STREET NW	WASHINGTON	DC	20011	240-472-7958
10/27/2006	TURNING POINT TRANSPORTATION	TURNING POINT TRANSPORTATION	2000 ACCOKEEK ROAD WEST	ACCOKEEK	MD	20607	301-399-1066
11/1/2006	DHS PROMPT TRANSPORTATION	DHS PROMPT TRANSPORTATION	173 TODD PLACE NE	WASHINGTON	DC	20002	202-682-1821

**D.C. Medicaid Active Transportation Providers,
Provider Type = 27**

as of 4/18/2007

Earliest Active Enrol Date	Name	Address Line1	Street Address	CITY	ST	Zip	Phone #
11/9/2006	LADO TRANSPORT	LADO TRANSPORT	5304 GEORGIA AVENUE NW	WASHINGTON	DC	20011	202-251-1821
11/16/2006	M S TRANS	M S TRANS	613 GIRARD STREET NE	WASHINGTON	DC	20017	202-288-2698
12/6/2006	SUPERFAITH CARE INC	SUPERFAITH CARE INC	7723 ALASKA AVE NW SUITE 301	WASHINGTON	DC	20012	301-379-5933
12/12/2006	WHITE'S TRANSPORTATION	WALTER IRVIN WHITES	11240 HESS CT	WALDORF	MD	20601	240-346-6915
12/21/2006	EXTREME GROUND TRANSPORTATION	EXTREME GROUND TRANSPORTATIO	7988 PENN RANDALL PL. UNIT F	UPPER MARLBORO	MD	20772	301-516-5466
1/9/2007	NATIONAL SHUTTLE AND LIMOUSINE SVC		11411 SEQUOIA LANE	BELTSVILLE	MD	20705	301-595-4446
1/22/2007	GOLD CITY TRANSPORTATION	GOLD CITY TRANSPORTATION	5121 SEMMERY RD # 1109	ALEXANDERIA	VA	22311	571-239-0621

Contract No. DCHC-2007-E-0010
Broker - Non-emergency Transportation Services

Attachment J.8



November 13, 2006

Mr. Robert Mann-Thompson
Government of the District of Columbia
Office of Contracting and Procurement
441 4th Street, NW, Bid Room, Suite 703 South
Washington, D.C. 20001

Dear Mr. Mann-Thompson:

Medical Transportation Management, Inc. (MTM) thanks the District of Columbia for the opportunity to respond to the request for a Best and Final Offer (BAFO) with regard to our response to Solicitation No. POHC-2006-R-0010. We are pleased our technical response has been reviewed and met the satisfaction of the District.

We have carefully revisited the Cost Proposal and reduced pricing accordingly to meet the District's needs. We believe our resubmission will satisfy the District, and genuinely look forward to the possibility of continued negotiations.

We once again assert our belief that MTM represents the absolute best transportation management company for this contract. We hope this resubmission further underscores our commitment and enthusiasm in achieving the District's program objectives.

If I may be of further assistance or provide additional background information as you finalize the BAFO process, please do not hesitate to call me directly at 888-561-8747, Ext. 5503.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alaina Maciá".

Alaina Maciá
President and CEO

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. Amendment/Modification Number POHC-2006-R-0010 0008	3. Effective Date SEE BLOCK 16C	4. Requisition/Purchase Request No. N/A	5. Solicitation Caption Broker Non-Emergency Transportation Services
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6. Issued by: Office of Contracting and Procurement Group VI 441 4th Street, NW., Suite 700 South Washington, DC 20001	Code	7. Administered by (if other than line 6) Department of Health 825 North Capitol Street, NE. Washington, DC 20002
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8. Name and Address of Contractor (No., street, city, county, state and zip code) OFFERERS IN THE COMPETITIVE RANGE MTM, Inc. 16 Hawk Ridge Drive Lakes St. Louis, MO 63367	9A. Amendment of Solicitation No. POHC-2006-R-0010
	X 9B. Dated (See Item 11) May 31, 2008
	10A. Modification of Contract/Order No.
	10B. Dated (See Item 13)

DUNS Code 94-497-2322 TIN

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or fax makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IF MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to (Specify Authority): The Changes Clause and mutual agreement of the parties. The changes set forth in item 14 are made in the contract/order no. in item 10A.
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 38, Section 3801.2.
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR Section 3801.2
D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return one copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No. POHC-2006-R-0010 is hereby modified as described on pages 2 through 9.

Except as provided herein, all terms and conditions of the document is referenced in item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print) Alaina Macia, CEO/President	16A. Name of Contracting Officer James H. Marshall
15B. Name of Contractor MTM, Inc. Alaina Macia (Signature)	16C. Date Signed 11/10/06
15B. District of Columbia James H. Marshall (Signature of Contracting Officer)	16C. Date Signed 11-7-06

R(9)(6)