

SOLICITATION, OFFER, AND AWARD

1. Market Open

Page of Pages

1 78

2. Contract Number	3. Solicitation Number <u>PO-FA-2002-R-0002</u>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)	5. Date Issued	6. Requisition/Purchase Number
7. Issued By Metropolitan Police Department D.C. Office of Contracting and Procurement 441 4th Street, NW, Suite 800 Washington, D.C. 20001		8. Address Offer To (If other than line 7) D.C. Office of Contracting and Procurement Office of Procurement Administration 441 4th Street, N.W., Suite 800S - Bid Counter Washington, D.C. 20001		

NOTE: In sealed bid solicitations "Offer" and Offeror" means "bid" and "Bidder"

SOLICITATION

9. Sealed offers in original and nine (9) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 441 4th Street, NW, Suite 800 S, Bid Counter, Washington DC until 2: pm local time 6-Feb-02 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Contact	A. Name <u>Steve Ochs</u>	B. Telephone (No Collect Calls)			C. E-mail Address <u>stephan.och@dc.gov</u>
	(Area Code) <u>202</u>	(Number) <u>724</u>	(Ext) <u>2122</u>		

11. Table of Contents

(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	Solicitation/Contract Form	1	<input checked="" type="checkbox"/>	I	Contract Clauses	36
<input checked="" type="checkbox"/>	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
<input checked="" type="checkbox"/>	C	Description/Specifications/Work Statement	4	<input checked="" type="checkbox"/>	J	List of Attachments	44
<input checked="" type="checkbox"/>	D	Packaging and Marking	22	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	Inspection and Acceptance	23	<input checked="" type="checkbox"/>	K	Representations, Certifications and Other Statements of Offerors	46
<input checked="" type="checkbox"/>	F	Deliveries or Performance	24				
<input checked="" type="checkbox"/>	G	Contract Administration Data	27	<input checked="" type="checkbox"/>	L	Instructions, Conditions & Notices to Offerors	52
<input checked="" type="checkbox"/>	H	Special Contract Requirements	31	<input checked="" type="checkbox"/>	M	Evaluation Factors for Award	68

OFFER

1. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of c specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %
---------------------------------	--	---	---	--

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract
----------------------------------	------	----------	--

15B. Telephone	15 C. Check if remittance address is different from above - enter address in Schedule Section K.	17. Signature	18. Offer Date
(Area Code) (Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

9. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
2. <input type="checkbox"/> Award - DC OCP Form 201 not required <input type="checkbox"/> Negotiated Agreement - DC OCP Form 201 must be executed	23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)	Item
4. Administered By (If other than Item 7) Code	25. Reserved for future use	
6. Name of Contracting Officer (Type or Print)	27. Government of the District of Columbia	28. Award Date
	(Signature of Contracting Officer)	

Government of the District of Columbia

Office of Contracting & Procurement

DC OCP-200 (7-99)



920 Varnum Street, NE
Washington, DC 20017
(202) 269-7400
Fax: (202) 269-7827

October 22, 2004

Sheila Turner
Agency Chief Contracting Officer
Metropolitan Police Department
One Judiciary Square
441 4th Street, N.W. Suite 700
Washington, D.C. 20001

Reference: RFP No. POFA-2002-R-0002

Dear Ms. Turner:

PFC Associates, LLC is pleased to provide this second Best and Final Offer (BAFO) for Occupational Medical Services for the Metropolitan Police Department, the Fire and Emergency Medical Services Department, the United States Park Police, the United States Secret Service Uniformed Division, the D.C. Department of Corrections and the D.C. Housing Authority. Please note that the changes described in this letter include the applicable changes described in my April 19, 2004, letter to you.

Technical Proposal

We are making four changes/additions to our technical proposal dated January 23, 2003. Our January 23, 2003 technical proposal, as modified by the four changes/additions, represents our final response to the solicitation. It meets all the requirements of RFP No. POFA-2002-R-002. The four changes/additions are enclosed. In sum, the changes/additions are as follows:

1. We have added sections C.3.10-C.3.10.6 to address Amendment No. 12 dated March 25, 2004. These sections concern pre-employment psychological evaluations.
2. We have revised C.3.2.2 to further describe arbitration procedures.
3. We have revised section L.5.1.2 to reflect Amendment No. 9, concerning the elimination of the requirement that the Clinic be open during weekends. The associated cost of keeping the Clinic open on weekends was previously removed from the cost/price proposal, but had not been removed from the narrative section of the technical proposal L.5.1.2.
4. In C.3.1.7, we are correcting a typographical error. In the first bullet point, "First Floor – The issue of medial records . . ." has been changed to "First Floor – The issue of medical records . . ."

*A joint partnership of Providence Hospital and Washington Hospital Center
to provide occupational medicine services for the District of Columbia's public safety officers.*

SECTION B - SUPPLIES OR SERVICE AND PRICE

SCHEDULE

SERVICE / DESCRIPTION / PRICE

Contract Line Item No.	Item Description	Capitation Rate (\$)	Actual Strength October 2, 2004 Base Year 1 (As Applicable)	Total Estimated Price Per Base Term or Option Year (As Applicable)
0001 (3 Year Base Term) (A - year 1)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, and C.3.9.	\$ 109.13	5,523	\$ 7,232,700
0001 (3 Year Base Term) (B - year 2)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 113.50	5,588	\$ 7,610,856
0001 (3 Year Base Term) (C - year 3)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 119.17	5,654	\$ 8,085,446
0101 (Option Year 1)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 125.72	5,719	\$ 8,627,912
0201 (Option Year 2)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 132.64	5,785	\$ 9,207,869

SECTION B - SUPPLIES OR SERVICE AND PRICE
Reduces Services (EMS / COMM)

SCHEDULE

SERVICE / DESCRIPTION / PRICE

Contract Line Item No.	Item Description	Capitation Rate (s)	Actual Strength October 2, 2004 Base Year 1 (As Applicable)	Total Estimated Price Per Base Term or Option Year (As Applicable)
0001 (3 Year Base Term) (A - year 1)	Occupational Medical Services described below.	\$ 57.30	365	\$ 250,974
0001 (3 Year Base Term) (B - year 2)	Occupational Medical Services described below.	\$ 59.59	300	\$ 214,524
0001 (3 Year Base Term) (C - year 3)	Occupational Medical Services described below.	\$ 62.57	234	\$ 175,697
0101 (Option Year 1)	Occupational Medical Services described below.	\$ 66.01	169	\$ 133,868
0201 (Option Year 2)	Occupational Medical Services described below.	\$ 69.64	103	\$ 86,075

Covered Services

- a. Applicant Pre-Employment Physical Examinations.
- b. Applicant Pre-Employment Psychological Examinations.
- c. Promotion physical examinations.
- d. Annual Physical & Follow up visit to clear non-full duty determinations.
- e. Reinstatement.
- f. Audiometric testing for designated employees.
- g. Fitness for Duty.
- h. Health & Wellness Including Flu Shots, Tetanus Shots.

Cost/Price Proposal

We are making five changes/additions to our cost/price proposal dated April 11, 2003. Our April 11, 2003 cost/price proposal, as modified by the five changes/additions, represents our final response to the solicitation. It meets all the requirements of RFP No. POFA-2002-R-002. The total cost of this proposal is \$41,625,921 if both option years are exercised. The five changes/additions are enclosed. In sum, the changes/additions are as follows:

1. We have revised the future capitation rate increases as follows:
 - On the first annual anniversary date of this agreement, the Capitation Rates will be adjusted by multiplying them by 1.000 plus four percent (4%).
 - On the second anniversary date of this agreement, the then-current Capitation Rates will be adjusted by multiplying them by 1.000 plus five percent (5%).
 - Six months prior to the third anniversary date of this agreement, we will meet with the Office of Contracts and Procurement to establish the Capitation Rates for the two option years. The increase in the Capitation Rates for the option years will not exceed five and one-half (5.5%) annually.
2. We have revised our price estimates based on official agency counts for personnel eligible for service at the Clinic as of October 2, 2004. In Section B – Supplies or Service and Price, the actual strength of those members eligible for full service as of October 2, 2004 is 5,523 for base year 1. The actual strength of those members eligible for limited service as of October 2, 2004 is 365.
3. We have added the cost of pre-employment psychological evaluations pursuant to amendment #12. Please refer to Cost / Price Summary page number 12, section (11) for a detailed explanation of the cost calculation.
4. We have revised the Expense Category "Prescriptions" to better reflect current usage of this service. An additional [REDACTED] was necessary to put this Expense Category in line with 2003 costs.
5. We have revised two Expense Categories "Salaries & Wages" and "Taxes & Benefits" that are directly correlated. This is reflected in both the Medical and Administrative sections of the Cost / Price proposal, Cost Summary, Page 4. Both of these categories were out of line with current expenditures of PFC Associates, LLC.

EXPENSES	Increases
i. Medical (Salaries & Wages)	\$ [REDACTED]
ii. Medical (Taxes & Benefits)	\$ [REDACTED]

R(a)(1)

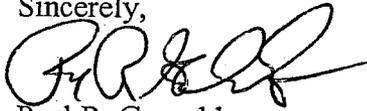
replaced by another member in order to maintain the targeted number of covered employees stipulated in the proposal at a given time.

Eligible individuals must receive their occupational health services through PFC Associates, LLC and its affiliated physicians and facilities in order to be covered under this program, unless deemed a life-threatening medical emergency by the Medical Director. PFC Associates, LLC will not have financial responsibility to pay for services received outside of its network of providers without prior written authorization from the Medical Director of PFC Associates, LLC.

PFC Associates, LLC is in compliance with all District tax filing and payment requirements and all certifications that are applicable to the District of Columbia Business Corporation Act.

As always, it is a pleasure to provide services for the members covered by this Solicitation and cared for at the Police and Fire Clinic.

Sincerely,



Paul R. Grenaldo

VP, Marketing & Business Development

Enclosures

MANAGEMENT PLAN/APPROACH

- c) Creation & Maintenance of Medical Records for Applicants
- d) Conducting Drug Testing and other diagnostic examinations on Applicants during the transition period

Applicant processing would continue without any interruptions. Until a Coordinator of Case Management is hired, one of the case managers currently on staff will be assigned to assist in this process for all Agencies serviced under this Solicitation.

C.3.10

PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

The contractor shall conduct psychological testing and evaluation of up to 1,400 persons who apply to become members of MPDC, DCFEMS and USPP and up to 100 persons recommended by the MPDC to serve in the MPDC Reserve Corps. The testing and evaluation must report on the characteristics and traits that are considered necessary to carrying out the essential and important job tasks and responsibilities of the jobs identified by the hiring agencies cited above, and to formulate an employment selection decision by the agencies cited above.

PFC Associates intends to continue providing pre-employment psychological evaluations under arrangements with Law Enforcement Psychological Services, Inc and its joint-venture partner, National Rehabilitation Hospital (LEPS/NRH).

Through its subcontractor, PFC Associates will conduct psychological testing and evaluation of up to 1,400 persons who apply to become members of MPDC, DCFEMS and USPP and up to 100 persons recommended by the MPDC to serve in the MPDC reserve corps. The testing and evaluation will report on the characteristics and traits considered necessary to carry out the essential and important job tasks and responsibilities of the jobs identified by the hiring agencies cited above so that they can formulate employment selection decisions.

C.3.10.1

Provide up to 1,400 Pre-Employment Psychological Evaluations and Reports

The contractor shall provide psychological screening of applicants for positions on the MPDC, DCFEMS and the USPP. Pre-Employment psychological screening is expected to provide the user agencies with an indication of the applicant's psychological suitability to perform the essential tasks and elements of police work, firefighter work, emergency medical technician or paramedic work, and public safety communications work (including 9-1-1 emergency call receipt/response and dispatch communications). Additionally, the screening shall cite each applicant's strengths and weaknesses to perform those jobs.

MANAGEMENT PLAN/APPROACH

The contractor shall explain the advantages and disadvantages of the screening/testing battery proposed in response to this solicitation. Further, the contractor is expected to use screening or testing that will provide the hiring agencies with information about the ability of prospective applicants to handle the normal stresses of professional law enforcement and public safety work, such as: rotating shift work: critical incident response: and short notice assignment changes.

PFC Associates, through its subcontractor NRH/LEPS, will provide psychological screening of applicants for positions on the MPDC, DCFEMS and the USPP. The pre-employment psychological screening will provide the user agencies with an indication of the applicant's psychological suitability to perform the essential pertinent tasks and elements of police work, firefighter work, emergency medical technician or paramedic work, and public safety communications work (including 9-1-1- emergency call receipt/response and dispatch communications). The screening will also cite each applicant's strengths and weaknesses to perform those jobs.

***** Tests identified in the solicitation to be used*****

In conducting the pre-employment psychological testing, NRH/LEPS proposes the use of the following four tests, which it has used over the past six years for MPDC, DCFEMS and the USPP:

TEST NAME	TEST PURPOSE
California Psychological Inventory	Screens for personality traits linked by research to successful job performance
Personality Assessment Inventory	Screens for emotional stability, as well as personality and behavioral attributes that preclude good job performance
State-Trait Anger Expression Inventory	Identifies anger management problems
Psychological History Questionnaire	Comprehensive, automated review of personal behavior and psychiatric history: generates a structured psychological interview for use by the psychological screener

PFC Associates understands that NRH/LEPS proposes the use of these four tests for the following reasons:

The California Psychological Inventory (CPI) test consists of 434 items representing 18 scales that are anchored in normal-range human behavior. The scale constructs (e.g., tolerance, responsibility, integrity, empathy, self-control, flexibility, and achievement through cooperation)

MANAGEMENT PLAN/APPROACH

have a logical and empirical relationship to the job performance required from public safety officers.

Why NRH/LEPS uses the CPI: The applicant's CPI test results can be compared to over 10,000 post-probation incumbent officers in good standing (with separate norms for other job categories included in the RFP). This "gold standard" of comparison norms appropriate to the applicant's job category is possible because NRH/LEPS uses the CPI "Police and Public Safety Selection Report" developed by Dr. Michael Roberts and published by Consulting Psychologist's Press.

Additionally, NRH/LEPS has a proprietary database that allows the applicant's test results to be compared to over 50,000 public safety applicants from across the USA who have taken the CPI over the past 30 years of applicant screening by Dr. Roberts.

The CPI "Police and Public Safety Selection Report" was developed with validation data from Dr. Roberts' post-hiring research studies from client agencies over the past 25 years. These validation data are incorporated into "Risk statements" that inform the interviewing-psychologist when the test data provided by an applicant is similar to:

- a) Hired employees who have exhibited performance problems on the job*
- b) Hired employees who involuntarily left their department (terminated, forced to resign).*
- c) Other applicants who have admitted pre-hire background behavior problems such as: anger management, integrity, job problems, and substance abuse (Data based on over 37,000 applicants)*

The Personality Assessment Inventory (PAI) contains 344 items that are answered on a four-alternative scale with anchors False, Slightly True, Mainly True, and Very True. The 344 items of the PAI comprise 22 non-overlapping full scales: four validity, 11 clinical, five treatment consideration, and 2 interpersonal scales. Ten of the full scales contain conceptually derived subscales that facilitate interpretation of the clinical constructs.

Why NRH/LEPS uses the PAI: Like the CPI, the PAI has been used to screen tens of thousands of police and public safety applicants. NRH/LEPS uses the commercially available "Police, Corrections and other Public Safety Selection Report" authored by Dr. Roberts of LEPS,

MANAGEMENT PLAN/APPROACH

Inc. The most important feature of the report is the series of "Risk Profiles" indicating:

- a) *the probability that the applicant would be rated "Poorly Suited or Not Suited" by experienced police psychologists, and;*
- b) *the likelihood an applicant has engaged in behaviors regarded as negative by the hiring authority such as "anger management problems", "integrity problems", etc.*
- c) *a series of normative comparison profiles that permits the use of Incumbent norms, and sex-by-ethnic norms appropriate to the applicant.*

LEPS' special "Police, Corrections and other Public Safety Selection Report" demonstrates predictive validity for such character-related selection decisions as passing or failing the background and psychological phases of the selection process.

The State-Trait Anger Expression Inventory (STAXI) is a relatively brief self-report measure that focuses on the very important area of anger expression. It measures both the current (or state) anger of the applicant, and the generally characteristic (trait) anger level.

Why NRH/LEPS uses the STAXI: The STAXI is also the basis of a special "Police and Public Safety Selection Report" authored by Dr. Roberts of LEPS. Individual anger items that are rarely endorsed by most applicants but have been reported by a given applicant, and have content clearly related to the job, are then reviewed with the applicant by the screening psychologist. NRH/LEPS includes this instrument in applicant screening because:

- a) *STAXI items have content related to job requirements such as emotional self-control, interpersonal skill, and teamwork, and;*
- b) *the STAXI has no specific "cutoff" scores so adverse impact is not an issue, and it does exhibit content validity in terms of its relation to job demands such as "emotional self-control."*

The Psychological History Questionnaire (PsyQ) was developed as an automated life history review for use by the psychological screener after the conditional offer of employment has been extended to the applicant. The PsyQ contains over 300 questions about various aspects of the applicant's past and current life that are relevant to evaluating his or her suitability for police and public safety employment. The areas covered include education, employment history, prior public safety work

MANAGEMENT PLAN/APPROACH

history, military service, legal history, driving history, illegal drug use and abuse, alcohol use and abuse, psychological and psychiatric history, and marital and workplace violence.

Why NRH/LEPS uses the PsyQ: The PsyQ provides the psychological screener with a structured interview protocol that highlights critical and serious admissions by the applicant. This increases the screening psychologist's consistency in reviewing the same life domains for each applicant in the selection pool. This reduces the risk that important life events will be "overlooked" or "left out" when interviewing hundreds of individual applicants.

Additionally, the PsyQ's digital record permits examination of the response rate to each item by different groups of applicants, identifying any pattern of negative impact on protected classes. LEPS has reviewed most PsyQ items using a national law enforcement sample of over 25,000 applicants. LEPS advises that there does not appear to be any adverse impact for any of LEPS' questions, and that they exhibit strong associations with other background-relevant data. Samples of the data extracted from LEPS' larger report prepared for the U.S. Justice Department's study of building integrity in police agencies can be provided on request.

***** Tests identified in the Solicitation that will not be used *****

NRH/LEPS proposes that the following tests identified in the solicitation not be used in pre-employment psychological testing.

TEST NAME	TEST PURPOSE
FIRO-B (Fundamental Interpersonal Relations Overview)	Screens for compatibility
The MMPI (Minnesota Multiphasic Personality Inventory)	Personality Dynamics such as: impulsiveness, conflict with authority, thought disorder, verbal manipulation, anxiety and depression
Sentence Completion	Examines individual's attitudes about him/herself
Shipley Hartford Institute Scale	Screens for intellectual ability and organic brain dysfunction
16 Personality Factor (16PF)	Screens for preferred lifestyle patterns

Why NRH/LEPS Does Not Use the FIRO-B: The FIRO-B is a short self-report test that purports to measure a test-taker's needs for "inclusion," "affection," and "control." It has no validity scales and is easily faked by applicants. While it is a useful measure of these needs in people

MANAGEMENT PLAN/APPROACH

seeking feedback on their interpersonal style, such as in couples counseling or teambuilding exercises, the demands of the applicant-testing situation seriously diminish the value of test results. NRH/LEPS knows of no published validation studies supporting the use of the FIRO-B as a predictor of subsequent public safety job performance.

Why NRH/LEPS does not use the MMPI: The MMPI was the early form of this test. It was significantly revised in 1989 to respond to criticism that its norms were not representative of the American population (the test used 264 white Minnesotan "normals" who were visiting their relatives who were psychiatric inpatients).

The current version of the test, the MMPI-2, used 1980 census figures to sample a "representative cross-section" of Americans, which is now 20 years out of date, especially when compared to public safety applicant populations. Although the new norms did include 250 African Americans, they include only 79 Hispanics and 19 Asians. Additional concerns about the MMPI-2 normative sample when used to screen public safety job applicants in Washington D.C. include the fact that the "representative cross-section" were:

- 1. Paid volunteers who had nothing to lose, instead of job applicants*
- 2. Gathered from only seven states – none of which included major urban areas like Washington, D.C., Chicago, Atlanta, New York, or Philadelphia*
- 3. 41% of MMPI-2 normative subjects were from a "professional" occupation*
- 4. 45% of the MMPI-2 normative subjects were college graduates (compared to less than 20% of public safety applicants)*
- 5. 19% of MMPI-2 normative subjects had some graduate level work, compared to less than 1% of public safety applicants*
- 6. 19% of MMPI-2 normative subjects were non-white, compared to 40% of police applicants who are non-white*
- 7. Bilingual status of MMPI-2 subjects is not reported, but 20% of public safety applicants are bilingual*

NRH/LEPS prefers to use selection reports based on widely recognized psychological tests other than the MMPI-2 because they incorporate large samples of job applicants from diverse ethnic backgrounds seeking to be hired by urban, ethnically-diverse police departments. Our

MANAGEMENT PLAN/APPROACH

selection reports are also based upon job-relevant validity data rather than "clinical" criteria that are rarely evidenced in the applicant population.

Furthermore, the MMPI-2 has been shown to have significant adverse impact on job applicants from protected groups because it overestimates the percentage of applicants who produce "invalid" test results based upon its flawed normative sample. Approximately 1/4 of African-American applicants taking this test for urban police departments would be "disqualified" for scoring above the publisher's cut-off score on the MMPI-2 Lie Scale, because this cut-off score was established from a reference group in which African-Americans were underrepresented. The disqualification rate for Hispanic applicants is even higher based upon this same issue of under representation in the test's normative sample.

NRH/LEPS agrees that a psychological test to screen out persons with psychopathology is important to the screening process. For this reason, as already discussed, NRH/LEPS uses the Personality Assessment Inventory, which performs this function with a lower risk of the adverse impact problems inherent in these instruments used by other vendors and which has validation data to support its use with urban police agencies.

Why NRH/LEPS Does Not Use the Sentence Completion: According to NRH/LEPS, the sentence completion test lacks validity in terms of being able to predict psychological traits or behavior in applicants and in the general population. If a sentence completion test is being requested for the purposes of evaluating spelling or grammatical skill, NRH/LEPS has a written essay included in the standard package, which can be used for this purpose.

Why NRH/LEPS Does Not Use the Shipley: NRH/LEPS does not favor the use of the Shipley test because of concern that the test will have an adverse disparate impact on African American applicants. In addition, the Shipley does not focus on personality traits and characteristics required for the job, which NRH/LEPS believes is most relevant for a pre-employment psychological screening test.

According to NRH/LEPS, research indicates that individuals who are bilingual, use "non-standard" English, or lack a formal education will tend to score lower on certain parts of the Shipley test even if they have above-average intellectual ability, motivation or potential. NRH/LEPS also advises that the use of the Shipley test poses legal risks because of its disparate impacts and unsuitability for use with a diverse applicant pool.

MANAGEMENT PLAN/APPROACH

NRH/LEPS also advises that the Shipley test is not useful in this context to measure organic brain dysfunction, as indicated in the solicitation, because organic brain dysfunction is highly unlikely in applicants who get so far in the selection process as to be undergoing pre-employment psychological testing. In addition, in any event, NRH/LEPS advises that the Shipley test does not appear to be useful as a test of organic brain dysfunction.

Why NRH/LEPS Does Not Use the 16 PF: According to NRH/LEPS, the 16 PF has not been the subject of a published validation study supporting its use as a predictor of subsequent public safety job performance since the 1970's. The most recent revision of the 16PF (Fifth Edition) resulted in a "significant change" to the content of 27% of the items in the inventory, and 24% of the test is made up of new items not in the earlier editions, arguably making it a new test. Despite attempts to correlate new versions of scales with old versions, no study has been conducted to determine whether the few public safety validity studies done 30 years ago on the earlier versions of the test scales would be replicated using the new version of the test scales.

NRH/LEPS has also expressed concern that the 16PF test could pose an adverse disparate impact on protected classes of applicants.

- C.3.10.2 Provide up to 100 psychological evaluations for persons recommended by the MPDC to serve in the MPDC Reserve Corps

The contractor shall conduct psychological testing/evaluation of up to 100 persons recommended by the MPDC Human Services Bureau for membership in the MPDC Reserve Corps. The tests/evaluations should provide the MPDC with the information necessary to formulate an employment selection recommendation by identifying the traits and characteristics considered necessary to carry out the essential job tasks and functions applicable-document item 8 cited in Section C.1.1.

NRH/LEPS intends to use the same pre-employment psychological screening procedures for reserve applicants as with regular applicants to MPDC as described above. Doing so will ensure that these persons are evaluated against the same standards, using the same instruments as used with all members of MPDC.

- C.3.10.3 Provide a Grading System and Recommendations for Test/Evaluation Results

- C.3.10.3.1 The contractor shall provide a grading system and recommendations for the test and evaluation results set forth above. The grading system shall

MANAGEMENT PLAN/APPROACH

provide agencies the ability to determine candidates passing the testing, as well as the relative strength of the passing grades. Applicants shall receive an overall grade or rating based on the entire battery of written tests and interview. Preferred rating is based on a 5-point grading scale such as: A,B,C,C-,D or A,B,C,D,F.

NRH/LEPS evaluates applicants for employment by integrating:

- a) The results of the comprehensive battery of psychological tests*
- b) The adult life history and psychological history provided by the applicant in the automated Psychological History Questionnaire (PsyQ) and the Supplemental History Questionnaire*
- c) The psychological screener's impressions of the applicant's behavior during the individual interview, as well as information that surfaces in this face-to-face encounter*

Based on the psychological test data, personal history information, and interview data, NRH/LEPS psychologists complete a narrative report highlighting information provided by the applicant considered relevant to the applicant's suitability for the public safety position in question. This narrative report details the applicant's work, legal, driving, drug, alcohol, financial, and personal history, as well as information regarding psychological functioning.

This report is given to PFC Associates for distribution to the client agencies, along with an additional Psychologist's Rating Form (PRF). This form contains a list of essential job functions for the position in question that have been derived from job task analyses, with different forms for different positions within the agency (e.g., police officer, firefighter, communications dispatcher). The screening psychologist indicates a level of concern ("Excessive;" "Moderate;" or "Not Significant") as to whether the applicant will have problems performing each of the job functions. When an applicant is rated as likely to display Excessive or Moderate problems on one or more essential job functions, they are rated lower on the overall ranking of "suitability" for the position.

LEPS/NRH also provides a Management Summary Report for each applicant. This summary statement intended for the applicant's personnel folder is limited to documenting the fact that the applicant was psychologically tested and interviewed, and found to be either "Suitable" (PASS), or "Poorly Suited" (FAIL) for the position applied.

MANAGEMENT PLAN/APPROACH

No medical or confidential information is contained in the Management Summary in compliance with various legal and ethical requirements.

- C.3.10.3.2 Provide a report of recommendation for each candidate that discusses each candidate's suitability, and present each candidate's job-related strengths and weaknesses as required by C.3.10.4.3 and C.3.10.4.4 below.

A review of the strengths and weaknesses of the applicant evident in these data sources permits the psychological screener to place each applicant in "bottom-line" suitability-ranking category as follows:

- "A" (no anticipated problems)*
- "B" (stylistic, minor problems)*
- "C" (problems, but potentially correctable during training)*
- "C-" (marginally suited, problems may not be correctible)*
- "D" (poorly suited for the position)*
- "F" (not suitable for the position)*

LEPS/NRH provides the Psychologist Rating Form checklist of essential job function ratings and a "bottom-line" ranking - as well as a narrative report - to the client agency's designated representative. After consultation with Department representatives in 1998 it was decided that although applicants in Category D may meet minimum emotional stability standards, they are poorly suited for the position being applied for, so they are reported to the Departments as a Psychological Fail. The validation studies we have conducted with different departments support this negative suitability rating for categories D and F. Applicants in Categories A through C- are rated as meeting psychological suitability standards for the position being applied for, and are reported to the Departments as a Psychological Pass.

- C.3.10.4 Reporting Testing and Interviews

The Contractor shall coordinate the testing and interview processes to accommodate agency recruiting and Training Requirements.

NRH/LEPS has coordinated the testing and interview processes for agency recruiting and training requirements for the last six years.

- C.3.10.4.1 Provide facilities and personnel to screen up to 130 applicants at each session.

NRH has an auditorium with a seating capacity of 115, which is available to use for applicant testing. An additional 6 conference rooms, holding 10-20 persons, increase our capacity well beyond the minimum of 130 as set forth in this solicitation. Additional capacity is available as

MANAGEMENT PLAN/APPROACH

needed in facilities at Washington Hospital Center across the street from NRH.

- C.3.10.4.2 Administer and complete all tests and interviews on the same day.

NRH/LEPS maintains scoring equipment on site that allows our screeners to test and interview out-of-town applicants within a 24-hour period, Saturdays included.

- C.3.10.4.3 Provide a complete recommendation report to agencies no later than 15 working days after the test date.

NRH/LEPS can provide a complete recommendation report to agencies within fifteen days after the test date.

- C.3.10.4.4 Provide a preliminary recommendation reports to agencies, if requested, within 72 hours of tests.

NRH/LEPS can provide preliminary recommendation reports to agencies within 72 hours of tests, when requested. NRH/LEPS currently complies with requests from the Departments for expedited turnaround of reports.

- C.3.10.4.5 Provide for limited testing and interviewing on Saturday and other times as needed to accommodate the travel schedules of out-of-town applicants.

NRH is open 24 hours, 7 days a week, permitting psychological screeners to test and interview applicants within the required time frames. NRH/LEPS maintains scoring equipment on site that allows screeners to test and interview out-of-town applicants within a 24-hour period.

- C.3.10.5 Appeals by Applicants

The Contractor is expected to recommend policies and procedures that should be applied for purposes of responding to applicants who appeal or protest an agency decision not to hire based on the pre-employment psychological screening report. The recommended policies and procedures must be benchmarked against those used by comparable agencies in other jurisdictions.

If an applicant appeals to the referring agency for a review of the pre-employment psychological suitability opinion, the agency will notify PFC Associates in writing of this appeal. PFC will, in turn, notify the Primary LEPS/NRH Psychology Consultant. An internal review of the original case file will be completed by sending the case file to Dr.

MANAGEMENT PLAN/APPROACH

Michael Roberts, President of LEPS, Inc., along with any additional documentation provided by the client agency with the notification of appeal. Within 30 days, a written statement of the outcome of this internal case review will be provided by Dr. Roberts to the Medical Director of PFC Associates. PFC will, in turn, forward the statement on to the referring agency for disposition of the appeal. The referring agency is responsible for any additional reviews of the ESA after the internal review by LEPS/NRH is completed.

- C.3.10.6 Qualifications, Experience, Ethical and Professional Requirements.
- C.3.10.6.1 The Psychological Screener shall be experienced in providing testing and interviewing procedures for law enforcement and public safety communications work.

Screening psychologists assigned to this contract by LEPS/NRH have experience evaluating police, fire suppression, emergency medical services, and public safety communications applicants in this agency, and for other departments.

NRH Psychologists

Richard W. Jeffrey, Ph.D., is the primary Public Safety Personnel Consultant for National Rehabilitation Hospital's joint-venture partnership with Law Enforcement Psychological Services, Inc. He has been the lead screening psychologist for the NRH/LEPS joint venture serving the Metro Police and Fire Departments since 1998.

Over the last 6 years Dr. Jeffrey has conducted psychological screening on over 2000 MPD police applicants, 500 DCFEMS firefighter, EMT/Paramedic and Fire investigator applicants, and 300 US Parks Police applicants. In addition, Dr. Jeffrey has also been providing entry level psychological screening for the Alexandria, VA Sheriff's Department, the US Fish and Wildlife Department, and a number of police and corrections departments in California.

Since 1984, Dr. Jeffrey has been training and supervising other psychologists in the performance of psychological suitability assessments. First as an active duty Air Force psychologist from 1984-1990, Dr. Jeffrey evaluated military police officers, nuclear weapons handlers, ballistic missile crewmembers, pilots and other military members in sensitive jobs affecting national security. From 1990 to present, he has been a reserve officer in the Air National Guard and is a commander in the US Naval Reserve continuing to both perform evaluations and supervise junior psychologists in the performance of these assessments.

He received his doctoral degree in clinical psychology from the University of Wyoming and the States of Maryland, Virginia and the District of Columbia license him to practice.

MANAGEMENT PLAN/APPROACH

Dr. Jeffrey is a member of the American Psychological Association and is past-president of the Wyoming Psychological Association.

Samuel Gordon, Ph.D., is the primary back-up screening psychologist to Dr. Jeffrey at NRH, responsible for most "second-opinion" reviews on appeals as well as conducting initial screening as "first call" to supplement our resources when mass testing/interviews exceed Dr. Jeffrey's availability.

Dr. Gordon received his Bachelor's degree in psychology from the City College of New York after a four-year enlistment in the United States Navy as a Hospital Corpsman/Operating Room Technician. Dr Gordon went on to complete Master's and Doctoral degrees from the University of Maryland and work in a number of healthcare facilities in Washington, DC. In ten years at NRH, his primary work has been in the Spinal Cord Injury Unit, providing psychological evaluation, treatment, and consultation services to victims of trauma and degenerative conditions of the spinal cord.

Dr. Gordon is a member of the American Psychological Association, the Association of Black Psychologists, and the American Association of Spinal Cord Injury Psychologists and Social workers.

Philip R. Appel, Ph.D. is the secondary back-up screening psychologist to Dr. Jeffrey at NRH, responsible for additional "second-opinion" reviews on appeals as well as conducting initial screening to supplement our resources when mass testing/interviews exceed Dr. Jeffrey's and Dr. Gordon's availability.

Dr. Appel was a behavioral science officer in the U.S. Army for over 12 years. As a military officer he was jump qualified, had his expert field medical badge and had received five Army Commendation medals. During his time in the military, he performed numerous fitness-for-duty and security clearance evaluations. He was the mental health consultant to the D.O.D Foreign Language Institute, evaluating individuals for continued stability in training for intelligence purposes. He also evaluated military police officers for fitness to serve on special reaction teams. His last assignment was the mental health consultant for the U.S. Army Central Clearing Facility at Ft. Meade, MD. In that position he helped adjudicate questions of stability and reliability for individuals with security clearances when background investigations uncovered relevant information about unusual behaviors or contact with mental health providers.

Dr. Appel is a clinical psychologist and is presently the Manager of Psychological Services at the National Rehabilitation Hospital. He is a Fellow and President of the American Society of Clinical Hypnosis and members of the American Psychological and Maryland Psychological Associations. He obtained his undergraduate degree from the University of Massachusetts at Amherst, and his Master's Degree from Boston University. He was a recipient of the Armed Forces Health Professions Scholarship Program and obtained his Ph.D. from United States International University. He did his internship in clinical psychology at Walter Reed Army Medical Center.

MANAGEMENT PLAN/APPROACH

LEPS Psychologist

Michael Roberts, Ph.D., received his doctorate in clinical psychology from the University of Connecticut in 1971. In the thirty years Dr. Roberts has been active in the public safety field he has conducted over 20,000 entry-level public safety screenings and has made contributions to both psychology and law enforcement that have received national recognition including:

- Co-design of the San Jose Model Field Training and Evaluation Program which has become the standard model for post academy probationary training
- Formulation of standards for psychological selection of law enforcement officers presented at the FBI's National Executive Institute (NEI): 1978-2001
- Development of post-trauma debriefing programs for law enforcement officers;
- Development of special unit selection techniques
- Conducting research on entry-level selection, casualty officers, the Field Training Program, and adverse impact issues.
- Authoring specialized "Police and Public Safety Selection Reports" for professionally recognized psychological tests

The law enforcement profession has recognized Dr. Roberts' contributions with numerous awards from such organizations as the International Association of Chiefs of Police and the Federal Bureau of Investigation. In addition, the psychology profession has recognized Dr. Roberts' efforts by his election to "Fellow" status in Clinical Psychology by the American Psychological Association, and the status of "Diplomate in Clinical Psychology" by the American Board of Professional Psychology.

C.3.10.6.2 The Psychological Screener shall, at a minimum, be a Licensed Clinical Psychologist, licensed to practice in the District of Columbia.

The above individuals are licensed psychologists in the District of Columbia.

C.3.10.6.3 The Psychological Screener shall meet all legal, ethical and professional standards of care required by, but not limited by:

- A. The Policy Psychology Section of the International Association of Chiefs of Police;
- B. Commission on Accreditation for Law Enforcement Agencies ("CALEA");
- C. The Equal Employment Opportunity Commission;
- D. The Americans With Disabilities Act;
- E. The American Psychological Association;
- F. D.C. Mental Health Information Act; and
- G. The Health Insurance Portability and Accountability Act ("HIPAA").

Each psychological screener noted above, meets all legal, ethical and professional standards enumerated in this section of the RFP.

MANAGEMENT PLAN/APPROACH

clinical experience in occupational medicine. PFC Associates has a Director of Operations who hires, trains, and assigns professional and administrative personnel to work in the Clinic.

C.3.2.2

The Health Care Provider shall monitor the various employee health, treatment and rehabilitative services performed by Clinic medical staff to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the American College of Occupational and Environmental Medicine and the provisions of this contract.

All providers must be licensed to practice medicine in the District of Columbia and have federal and District of Columbia controlled substance licenses. All physician providers must be board-certified in their specialty at the time of hire or contracting. All nurse practitioners and physician assistants must be certified and will be supervised by full-time clinic physicians.

The Medical Director monitors the care rendered by providers employed by the clinic and in the physician network. During daily operations, the PFC case managers are responsible for monitoring the medical care and presenting case summaries at weekly case management meetings. In the event that a covered employee receives what he or she believes to be substandard care, the Medical Director reviews the case, discusses the employee's care plan with the health care provider, and provides an opportunity for the employee to be evaluated by a board-certified physician in the relevant specialty area. When indicated, the employee's treating physician is changed.

The Office of the Medical Director reviews Performance of Duty decisions which are made by the Departments in light of existing District of Columbia statutes. When the Departments determine that a claim is POD and the existing statutes indicate otherwise, then the Medical Director may submit the case for arbitration. The arbitration panel will consist of two board-certified occupational medicine physicians who practice outside of the local area and an attorney who specializes in defending employers in Workers' Compensation cases. The claim will be paid pursuant to the decision of the arbitration panel and until such a decision is made, it will be presumed to be Non-POD.

This arbitration process applies to all POD determinations including but not limited to those POD determinations made by MPD under any policy that provides that a claim becomes POD by default due to the failure on the part of the Departments to rule on the claim in a timely fashion or any substantially similar policy.

C.3.2.3.

The Health Care Provider shall coordinate the scheduling of employee appointments to the Police and Fire Clinic with the Medical Services Directors of MPD/DCFEMS and the agency representatives of the USSS, USPP, DCDC and DCHA.

MANAGEMENT PLAN/APPROACH

L.5.1 Establish Police and Fire Clinic, See C.3.1 **Describe plans to establish the facilities and operational plan for the Police and Fire Clinic. Provide information designed to:**

L.5.1.1. Identify the street address and other location information for the Police and Fire Clinic. Provide drawing of the structure outlining offices, examination rooms.

The Police and Fire Clinic (PFC) is located at 920 Varnum St., NE, Washington, DC. The clinic is equally owned by Medstar Health (d/b/a Washington Hospital Center) and Providence Hospital. The clinic was established in April 1997 to provide comprehensive occupational health services to the District of Columbia Public Safety employees. See Attachment L.5.1.1 for the Clinic floor plan.

L.5.1.2 Explain how you will establish or maintain a one-stop Police and Fire Clinic facility which is available 24 hours a day, seven days a week.

The PFC Associates is open from 7 a.m. to 11 p.m., Monday thru Friday. All services, with the exception of emergency care, are provided at the clinic. In the event that the clinic is closed or members need emergent care, the members are directed to the Providence Hospital or Washington Hospital Center Emergency Room. The PFC Associates is on the same campus as the Providence Hospital. The clinic is surrounded by 28 parking spaces. Providence Hospital administration will designate an additional 32 spaces. (Addresses: C.3.1.1, C.3.1.2, C.3.1.4)

L.5.1.3 Identify the location of the patient area for Clinic users that is separate from services provided to the general public.

The Police and Fire Clinic is housed in space that is dedicated to the sole purpose of treating members who are designated to receive services from the clinic. The patient care areas are located on the first and second floors of the building. The patients are received in a waiting room equipped with a telephone and separate bathrooms for males and females. The treatment area is also equipped with telephones for the patients and another lavatory. (Addresses: C.3.1.3)

The first floor of the building is devoted to clinical patient care. Patients are seen in one of seven examination rooms. A laboratory designed to accommodate urine drug screenings according to the procedure stipulated in the Metropolitan Police Department Urine Drug Manual, an x-ray suite, an OSHA certified hearing booth, and a room for vision screening are adjacent to the examination rooms. (Addresses: C.3.1.3)

MANAGEMENT PLAN/APPROACH

member of the District of Columbia Bar and who is sub-specialized in the area of risk management.

At any one time, there are approximately 100 patients in some phase of evaluation and/or treatment by the Behavioral Health Services team. Case management of varying degrees is applied based upon the length of time a patient is away from full duty status and the clinical circumstances of the individual case. The Coordinator, Occupational Behavioral Health and the Registered Nurse/Attorney Case-Manager divide the workload for such services.

C.3.1.7

Examination rooms, medical equipment, consumable supplies, ancillary equipment to support a 24-hour operation and at least 64,000 annual client encounters;

The first floor of the building is devoted to clinical patient care. Patients are seen in one of seven examination rooms. A laboratory designed to accommodate urine drug screenings according to the procedure stipulated in the Metropolitan Police Department Urine Drug Manual, an x-ray suite, an OSHA certified hearing booth, and a room for vision screening are adjacent to the examination rooms.

Current Facility – Proposed Changes to the PFC Building, 920 Varnum Street, NE Washington, DC 20017

- First Floor - The issue of medical records space constraints will be addressed by expanding the existing space into the area where Exam Room 1 is currently located of the first floor. The procedure room will be converted into an additional exam room when necessary.*
- Extend "Sick-Call" from 7:00am-10:00am in the morning and from 1:00pm-4:00pm in the afternoon. The member's last name would designate which half of sick call was appropriate for them (A-K would have to arrive between 7:00am-8:30am and M-Z would have to present from 8:30am-10:00am for morning sick call hours. The afternoon would be broken up as well. A Dedicated provider would be available for just sick call and new injuries during this time period.*
- The billing office will be moved. This creates additional room for case management. The office will house the Coordinator of Case Management and another Case Manager.*

C.3.1.8

The Clinic shall be properly certified by the certifying authorities including the Joint Commission on Accreditation of Health Care Organizations (JACHO) prior to the time of contract award. The Clinic shall at all times be in compliance with all of the applicable laws and regulations of the federal government and the District of Columbia;

COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: PO-FA-2002-R-002 Closing Date: April 19, 2004

Caption: Full Service \$109.13 (First Year) Total Proposed Amount: \$38,148,087

The undersigned _____

Michael Mullen, Director of Operations

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of April 19, 2004 (date of RFP closing or conclusion of negotiations as appropriate). The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, Section 1699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, December 1984, as amended).

Signed: 

Date: 4/19/04

Title: Director of Operations

Company: PFC Associates, LLC

Address: 920 Varnum Street, NE

Washington, DC 20017

DUNS #: 95-508-6937

Phone: 202-269-7426

Fax: 202-269-7827

SECTION B - SUPPLIES OR SERVICE AND PRICE

SCHEDULE

SERVICE / DESCRIPTION / PRICE

Contract Line Item No.	Item Description	Capitation Rate (s)	Actual Strength September 30, 2002 Base Year 1 (As Applicable)	Total Estimated Price Per Base Term or Option Year (As Applicable)
0001 (3 Year Base Term) (A - year 1)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, and C.3.9.	\$ 109.13	5,260	\$ 6,888,286
0001 (3 Year Base Term) (B - year 2)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 112.41	5,325	\$ 7,182,999
0001 (3 Year Base Term) (C - year 3)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 115.78	5,391	\$ 7,490,040
0101 (Option Year 1)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 119.25	5,456	\$ 7,807,536
0201 (Option Year 2)	Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$ 122.83	5,522	\$ 8,139,207

SECTION B - SUPPLIES OR SERVICE AND PRICE
Reduces Services (EMS / COMM)

SCHEDULE

SERVICE / DESCRIPTION /PRICE

Contract Line Item No.	Item Description	Capitation Rate (s)	Actual Strength September 30, 2002 Base Year 1 (As Applicable)	Total Estimated Price Per Base Term or Option Year (As Applicable)
0001 (3 Year Base Term) (A - year 1)	Occupational Medical Services described below.	\$ 57.30	310	\$ 213,156
0001 (3 Year Base Term) (B - year 2)	Occupational Medical Services described below.	\$ 59.01	245	\$ 173,489
0001 (3 Year Base Term) (C - year 3)	Occupational Medical Services described below.	\$ 60.79	179	\$ 130,577
0101 (Option Year 1)	Occupational Medical Services described below.	\$ 62.61	114	\$ 85,650
0201 (Option Year 2)	Occupational Medical Services described below.	\$ 64.49	48	\$ 37,146

Covered Services

- a. Applicant Pre-Employment Physical Examinations.
- b. Applicant Pre-Employment Psychological Examinations.
- c. Promotion physical examinations.
- d. Annual Physical & Follow up visit to clear non-full duty determinations.
- e. Reinstatement.
- f. Audiometric testing for designated employees.
- g. Fitness for Duty.
- h. Health & Wellness Including Flu Shots, Tetanus Shots.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract Number
POFA-2005-C-0002

Page of Pages
1 | 1

2. Amendment/Modification Number M0003	3. Effective Date 4-Feb-07	4. Requisition/Purchase Request No. POFA-2002-R-0002	5. Project No. (If applicable)
6. Issued By OFFICE OF CONTRACTING AND PROCUREMENT Professional Services and Public Safety Group 4TH STREET, NW., SUITE 700, SOUTH WASHINGTON, D.C. 20001		7. Administered By (If other than line 6) OFFICE OF PROPERTY MANAGEMENT 441 4TH STREET, NW WASHINGTON, DC. 20001	

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) PFC Associates, L.L.C. 920 Varnum Street, NE WASHINGTON D.C. 20017 Phone: (202) 269-7426 Fax:	(X)	9A. Amendment of Solicitation No.
		9B. Dated (See Item 11)
	X	10A. Modification of Contract/Order No. POFA-2005-C-0002
TAX ID. NO. [REDACTED]		10B. Dated (See Item 13) 1-Jul-05
Code	Facility	

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 change may be made by letter or telegram, provided each letter or telegram 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, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

(X)	A. This change order is issued pursuant to: (Specify Authority) 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 date, etc.) set forth in item 14, pursuant to the authority of 27 dCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. Description of amendment/modification (Organized by USC Section headings, including solicitation/contract subject matter where feasible.)

THIS MODIFICATION (M0003) IS TO MODIFY (M0002) AND CHANGE BACK THE NAME OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) FROM MICHAEL ELDRIDGE TO IRA STOHLMAN.
CONTRACT POFA-2005-C-0002 IS MODIFIED AS FOLLOWS:

SECTION G.9.1- Reinstate Ira Stohlman as the Contracting Officer's Technical Representative (COTR) for this subject contract to replace: MICHAEL ELDRIDGE, DIRECTOR OF MEDICAL SERVICES, METROPOLITAN POLICE DEPARTMENT, 300 INDIANA AVENUE, NE WASHINGTON, D.C. 20001. PHONE NUMBER: 202-269-7416

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)	16A. Name of Contracting Officer SHIELA D. MOBLEY
15B. Name of Contractor	16B. District of Columbia
15C. Date Signed	16C. Date Signed 2/4/07
(Signature of person authorized to sign)	(Signature of Contracting Officer)

R(9)(6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number POFA-2005-C-0002	Page of Pages 1 13
2. Amendment/Modification Number M0004	3. Effective Date 1-Oct-07	4. Requisition/Purchase Request No. POFA-2002-R-0002		5. Project No. (If applicable)
6. Issued By OFFICE OF CONTRACTING AND PROCUREMENT Professional Services and Public Safety Group 441 4TH STREET, NW., SUITE 700, SOUTH WASHINGTON, D.C. 20001		7. Administered By (If other than line 6) THE METROPOLITAN POLICE DEPARTMENT 300 INDIANA AVENUE, NW WASHINGTON, DC. 20001		

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) PFC Associates, L.L.C. 920 Varnum Street, NE WASHINGTON D.C. 20017 Phone: (202) 269-7426 Fax:	(X) 9A. Amendment of Solicitation No.
	9B. Dated (See Item 11)
	10A. Modification of Contract/Order No. POFA-2005-C-0002
	X 10B. Dated (See Item 13) 1-Jul-05

TAX ID. NO. [REDACTED]

Code [REDACTED] Facility [REDACTED]

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 change may be made by letter or telegram, provided each letter or telegram 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, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

(X) A. This change order is issued pursuant to: (Specify Authority)

X 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 date, etc.) set forth in item 14, pursuant to the authority of 27 dCMR, Chapter 36, Section 3601.2.

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. Description of amendment/modification (Organized by USC Section headings, including solicitation/contract subject matter where feasible.)
IN ACCORDANCE WITH SECTION F: DELIVERABLES OR PERFORMANCE, Sub-section F.3.3 - OPTION TO EXTEND THE TERM OF THE CONTRACT:
THIS IS A MODIFICATION TO EXERCISE OPTION NO. 1 UNDER CONTRACT NUMBER POFA-2005-C-0002 IN THE AMOUNT OF \$8,761,780.00 TO COVER THE PERIOD OF PERFORMANCE FROM OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008.
CONTRACT POFA-2005-C-0002 IS MODIFIED AS FOLLOWS:

INCORPORATE THE DEPARTMENT OF LABOR WAGE DETERMINATION NO. 2005-2104, REVISION NO. 5, DATED 7/5/2007 - Attachment A
INCORPORATE NEW CLAUSE H.00 "WAY TO WORK AMENDMENT" IS ADDED TO INCORPORATE THE "LIVING WAGE ACT OF 2006" - Attachment B

RECAP:

BASE PERIOD	10/1/04 - 9/30/07	\$23,570,197.00
MODIFICATION NO 0001: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO 0002: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0003: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0004: EXERCISE OF OPTION YEAR ONE	10/1/07 - 9/30/08	\$8,761,780.00
TOTAL CONTRACT AMOUNT		\$32,331,977.00

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)	16A. Name of Contracting Officer SHIELA D. MOBLEY
15B. Name of Contractor	16B. District of Columbia
15C. Date Signed	16C. Date Signed 12/1/07
(Signature of person authorized to sign)	(Signature of Contracting Officer)

R(a)(6)

Attachment A – Wage Determination No. 2005-2104, Revision No. 5, Dated
7/5/07.

WD 05-2104 (Rev.-5) was first posted on www.wdol.gov on 07/10/2007

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Wage Determination No.: 2005-2104
 Revision No.: 5
 Date Of Revision: 07/05/2007

William W. Gross Division of
 Director Wage Determinations

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	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01

01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
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	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
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	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
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	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79

12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
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)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
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	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
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	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72

15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
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	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.26
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
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	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Condtioning Mechanic (Research Facility)	
23.13	
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	19.76
23530 - Machinery Maintenance Mechanic	21.77
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	21.00
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	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
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	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51

27102 - Guard II	17.66
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	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
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)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
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	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
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	10.45
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	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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: 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) AIR TRAFFIC CONTROLLERS AND 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 ordnance, 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.

Attachment B – The “Living Wage Act of 2006”

H.13 WAY TO WORK AMENDMENT ACT OF 2006

- H.13.1** Except as described in H.47. 8 below, the Contractor shall comply with Title I of the "Way to Work Amendment Act of 2006", D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of \$100,000 or more in any 12-month period.
- H.13.2** The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP's website at <http://www.ocp.dc.gov>.
- H.13.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.13.4** The Department of Employment Services ("DOES") shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.
- H.13.5** The Contractor shall provide a copy of the fact sheet attached to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the notice attached in a conspicuous place in its place of business.
- H.13.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.13.7** The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.13.8 The requirements of the Living Wage Act do not apply to:**
- (1) Contracts or other agreements that are subject to wage level determinations required by federal law;
 - (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;
- (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;
- (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.

H.13.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number POFA-2005-C-0002	Page of Pages 1 6
2. Amendment/Modification Number M0005	3. Effective Date See 16C	4. Requisition/Purchase Request No. POFA-2002-R-0002		5. Project No. (If applicable)
6. Administered By OFFICE OF CONTRACTING AND PROCUREMENT Professional Services and Public Safety Group 441 4TH STREET, NW., SUITE 700, SOUTH WASHINGTON, D.C. 20001			7. Administered By (If other than line 6) THE METROPOLITAN POLICE DEPARTMENT 300 INDIANA AVENUE, NW WASHINGTON, DC. 20001	

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) PFC Associates, L.L.C. 920 Varnum Street, NE WASHINGTON D.C. 20017 Phone: (202) 269-7426 Fax:	(X) 9A. Amendment of Solicitation No.
	9B. Dated (See Item 11)
	X 10A. Modification of Contract/Order No. POFA-2005-C-0002
	10B. Dated (See Item 13) 1-Jul-05

TAX ID. NO. [REDACTED]

Code [REDACTED] Facility [REDACTED]

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 [] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 change may be made by letter or telegram, provided each letter or telegram 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, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

(X) A. This change order is issued pursuant to: (Specify Authority)
X 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 date, etc.) set forth in Item 14, pursuant to the authority of 27 dCMR, Chapter 36, Section 3601.2.
C. This supplemental agreement is entered into pursuant to authority of:
D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return [] copies to the issuing office.

14. Description of amendment/modification (Organized by USC Section headings, including solicitation/contract subject matter where feasible.)

UNDER CONTRACT NUMBER POFA-2005-C-0002, THIS MODIFICATION (M0005) IS TO REVISE THE CONTRACT'S REQUIREMENTS TO INCLUDE CARDIAC STRESS TESTING, EVALUATION, AND REPORTING FOR MEMBERS OF THE DC FEMS DEPARTMENT. SEE ATTACHED

RECAP:

BASE PERIOD		
MODIFICATION NO 0001: ADMINISTRATIVE CHANGES	10/1/04 - 9/30/07	\$23,570,197.00
MODIFICATION NO 0002: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0003: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0004: EXERCISE OF OPTION YEAR ONE		\$-0-
MODIFICATION NO. 0005: TO INCLUDE CARDIAC STRESS TESTING, EVALUATION, AND REPORTING FOR MEMBERS OF THE DC FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT	10/1/07 - 9/30/08	\$8,761,780.00
TOTAL CONTRACT AMOUNT	5/1/08 - 9/30/08	\$378,830.00
		\$32,710,897.00

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A as heretofore changed, remains unchanged and in full force and effect.

5A. Name and Title of Signer (Type or print) Robert M. Elliott, Exec. Director	16A. Name of Contracting Officer SHIELA D. MOBLEY
5B. Name of Contractor	16B. District of Columbia
(Signature of person authorized to sign) [Signature]	15C. Date Signed 4/29/08
	(Signature of Contracting Officer) [Signature]
	16C. Date Signed 5/1/08

R(9)(6)

**CONTRACT MODIFICATION to CONTRACT POFA-2005-C-002
for CARDIAC STRESS TESTING, EVALUATION AND REPORTING for
MEMBERS of the DISTRICT OF COLUMBIA FIRE and EMERGENCY
MEDICAL SERVICES DEPARTMENT**

PURPOSE

The purpose of this modification to contract POFA-2005-C-002 (Contract) is to include, under the provisions of C.3.3.1 of the Contract, specifically for members of the District of Columbia Fire and Emergency Medical Services Department (DCFEMS), three medical examination and evaluation procedures for not currently being provided to DCFEMS:

- Cardiac stress testing,
- Reasonable suspicion drug screening, and
- Random drug screening

Background and Need for this Modification

Cardiac stress testing was, in fact, included in the schedule of testing and evaluation services presented in the original solicitation for this contract, but had to be deferred by DCFEMS in order to comply with budget constraints imposed by the Office of the Chief Financial Officer. Random drug screening and reasonable suspicion drug screening for DCFEMS were not included in the initial schedule of testing and evaluation services because DCFEMS had not established agency policies and orders for these programs at the time.

Section C.3.3.1 of the Contract provides, in relevant part, the following:

- C.3.3.1** The Health Care Provider shall establish an employee occupational health care program that provides a wide range of physical and other examinations designed to evaluate an employee's ability to perform his or her duties including[,] but not limited to:
- a. Applicant Pre-Employment Physical Examinations and Psychological Evaluations.
 - b. Promotion physical examinations.
 - c. Annual Disability Physical [s] & [f]ollow up visit[s] to clear non-full duty determinations.
 - d. Reinstatement [physicals].
 - e. Audiometric testing for designated employees.
 - f. Fitness for Duty, Pre-Five Year Tenure, Retirement, [and] Military Leave [physicals].
 - g. Health & Wellness [i]ncluding Flu Shots, Tetanus Shots, [and Hepatitis vaccinations]. (See section C.3.5)
 - h. Physicals at the end of the Probationary Term.

- i. Annual [physicals] for FEMS/Bi-Annual [physicals] for MPD
- j. Reinstatement [physicals].
- k. Medical Review Board
- l. Flight
- m. Harbor Patrol
- n. Cell Block
- o. FBI Academy
- p. Lead Monitoring for designated employees
- q. Audiometric testing for designated employees
- r. DOT physicals.”

Additionally, Section C.3.5.1 of the Contract provides:

C.3.5.1. Within 45 days from the date of award, the Health Care Provider shall develop and implement a Health and Wellness program designed to improve employee overall health and reduce medical leave. The programs shall address the following and such other programs as determined necessary by the COTR during the performance of the Contract:

- a) Lifting/Back Injury prevention
- b) Smoking cessation
- c) Diet/Weight control
- d) Cardiovascular fitness
- e) Blood pressure
- f) Stress/Burnout Management
- g) Work site examinations and tests such as flu shots, vaccinations and hepatitis shots.”

Although cardiac stress testing is not specifically cited in either of the above contract provisions, the intent of these provisions is to be inclusive of the kinds of testing and evaluation services that directly contribute to a DCFEMS member being able to perform his or her job as defined by the DCFEMS. Further, in order to ensure the occupational health and fitness of its members; in consideration of the guidance offered by National Fire Prevention Standard 1582, the “Standard on Comprehensive Occupational Medical Program for Fire Departments (2007 Edition);” and in consideration of DCFEMS medical standards; and in accordance with DCFEMS “Bulletin 5,” and “Bulletin 5A,” DCFEMS has determined that the additional services provided through this modification are necessary.

**STATEMENT OF WORK for CARDIAC STRESS TESTING,
EVALUATION AND REPORTING for MEMBERS of the DISTRICT OF
COLUMBIA FIRE and EMERGENCY MEDICAL SERVICES DEPARTMENT**

Purpose and Background

The purpose of this request for services is to provide for cardiac stress testing, evaluation and reporting; and reasonable suspicion drug screening, and random drug screening for members of the District of Columbia Fire and Emergency Medical Services Department (DCFEMS). These services are necessary to the DCFEMS ensuring that its first responder workforce is in good health and fully capable of performing required job duties, tasks and responsibilities in a safe, efficient and effective manner.

Contractor Performance

The Health Care Provider shall:

- Conduct cardiac stress tests and evaluations, in accordance with medical standard of care, for all members of the DCFEMS who are mandated pursuant to DCFEMS directive to undergo and complete an annual physical examination at the Police and Fire Clinic.
- Provide qualified and appropriately certified personnel to conduct testing and evaluation.
- Conduct as many cardiac stress tests and evaluations as practicable between the effective date of this contract modification award and September 31, 2008.
- Conduct random and reasonable suspicion drug screening in accordance with all DCFEMS policies and directives requiring such testing, including "Bulletin 5," and "Bulletin 5A;" and any other procedures promulgated by the DCFEMS Medical Services Officer (MSO) to implement DCFEMS departmental policies and directives. The DCFEMS requires that this testing be accomplished within the following parameters:
 - a) Reasonable suspicion drug screening services must be available to the DCFEMS 24 hours a day, seven days a week, including holidays.
 - b) On those days and during those times that the Police and Fire Clinic is closed, the service provider must conduct required reasonable suspicion drug screening within two hours of being notified by DCFEMS of the need for such testing.

- c) **Conduct random drug screenings for up to 20% of all DCFEMS members subject to such screening during any twelve month period beginning in January of each calendar year.**
 - d) **Conduct random drug screening during the regular operating hours of the Police and Fire Clinic.**
- **Coordinate scheduling of all testing and evaluation with the DCFEMS Medical Services Officer (MRO).**
 - **Provide a complete written report of the results of each test for the medical record of each member tested, and provide notification to the DCFEMS MRO of the results of each test with recommendations for any necessary follow-up required of the members tested and evaluated.**

Estimated Costs and Availability of Funds

DCFEMS has made funding available for the services described herein in an amount not to exceed the overall total cost of \$378,830.00. The estimated costs associated with each of the procedures covered by this modification to the Contract are as follows:

SERVICE/PROCEDURE	ESTIMATED UNITS REQUIRED (UP TO)	COST PER UNIT	TOTAL COSTS (NOT TO EXCEED)
Cardiac Stress Tests	1,595	\$225.00 each	\$358,875.00
Random Drug Screening	400	\$12.65 each	\$5,060.00
Reasonable Suspicion	45	\$331.00 each	\$14,895.00
Overall Total Cost			\$378,830.00

Invoicing and Payment

The Health Care Provider shall:

- **Invoice DCFEMS on a monthly basis. The invoice shall state the time period for which the invoice is being presented, and shall report, by DCFEMS member identifier, the type of test performed during the invoice period, the per unit cost and total cost for each type of test conducted during the invoice period.**

DCFEMS and DCFEMS MSO shall:

- **Effect an intra-District transfer of funds to the Metropolitan Police Department in the estimated amount of the total cost for the testing, evaluation and reporting services described herein that are projected to be completed between the effective date of this modification and September 31, 2008.**
- **DCFEMS MSO shall audit each invoice presented by the Health Care Provider, certify, by affixing his or her signature to the invoice, that the invoice is accurate and is in order to be presented for payment by the District of Columbia government, and present the certified invoice to the Contracting Officer's Technical Representative (COTR).**

Metropolitan Police Department (MPD) Medical Services Director shall:

- **Present, for payment, the DCFEMS MSO certified invoice to MPD Accounts Payable Unit within five (5) days of receipt of the invoice from the DCFEMS MSO.**
- **MPD will issue payment to the Health Care Provider within thirty (30) days of receipt of the invoice.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract Number
POFA-2005-C-0002

Page of Pages
1 4

2. Amendment/Modification Number
M0006

3. Effective Date
See 16C

4. Requisition/Purchase Request No.
POFA-2002-R-0002

5. Project No. (If applicable)

6. Issued By
OFFICE OF CONTRACTING AND PROCUREMENT
Professional Services and Public Safety Group
441 4TH STREET, NW., SUITE 700, SOUTH
WASHINGTON, D.C. 20001

7. Administered By (If other than line 6)
THE METROPOLITAN POLICE DEPARTMENT
300 INDIANA AVENUE, NW
WASHINGTON, DC. 20001

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
PFC Associates, L.L.C.
920 Varnum Street, NE
WASHINGTON D.C. 20017
Phone: (202) 269-7426 Fax:

(X) 9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.
POFA-2005-C-0002

X 10B. Dated (See Item 13)
1-Jul-05

TAX ID. NO. [REDACTED]

Code Facility

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 change may be made by letter or telegram, provided each letter or telegram 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, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

- (X) A. This change order is issued pursuant to: (Specify Authority)
- X 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 date, etc.) set forth in item 14, pursuant to the authority of 27 dCMR, Chapter 36, Section 3601.2.
- C. This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of amendment/modification (Organized by USC Section headings, including solicitation/contract subject matter where feasible.)

- A. In accordance with Section H.13 of the Way to Work Amendment Act of 2006 provision of the contract and Section 15 of the Standard Contract Provisions, the living wage rate is hereby adjusted to \$12.10 per hour, effective as of January 1, 2008.
- B. The Living Wage Act Fact Sheet is attached and hereby incorporated in the contract as Attachment A.
- C. The Living Wage Act Notice is attached and hereby incorporated in the contract as Attachment B

RECAP:

BASE PERIOD		
MODIFICATION NO 0001: ADMINISTRATIVE CHANGES	10/1/04 - 9/30/07	\$23,570,197.00
MODIFICATION NO 0002: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0003: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0004: EXERCISE OF OPTION YEAR ONE		\$-0-
MODIFICATION NO. 0005: TO INCLUDE CARDIAC STRESS TESTING, EVALUATION, AND REPORTING FOR MEMBERS OF THE DC FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT	10/1/07 - 9/30/08	\$8,761,780.00
MODIFICATION NO. 0006: TO INCORPORATE THE REVISED LIVING WAGE FACT & THE REVISED LIVING WAGE NOTICE (Attachment A & B)	5/1/08 - 9/30/08	\$378,830.00
TOTAL CONTRACT AMOUNT		\$32,710,807

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)
16A. Name of Contracting Officer
SHEILA D. MOBLEY

15B. Name of Contractor
(Signature of person authorized to sign)

15C. Date Signed

16B. District of Columbia
(Signature of Contracting Officer)

16C. Date Signed
6/18/08

R(9)(6)

Attachment A

THE LIVING WAGE ACT FACT SHEET



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 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 current living wage rate.

Effective January 1, 2008, the living wage rate is \$12.10 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 the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives 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 a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, 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 current 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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;
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 subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, 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 Act or any regulations adopted pursuant to the law.*

Attachment B

THE LIVING WAGE ACT NOTICE

“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. Effective January 1, 2008, the living wage rate is \$12.10.

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

2. Amendment/Modification Number M0007 3. Effective Date See 16C 4. Requisition/Purchase Request No. POFA-2002-R-0002 5. Project No. (If applicable)

6. Issued By OFFICE OF CONTRACTING AND PROCUREMENT Professional Services and Public Safety Group 441 4TH STREET, NW., SUITE 700, SOUTH WASHINGTON, D.C. 20001 Code 7. Administered By (If other than line 6) THE METROPOLITAN POLICE DEPARTMENT 300 INDIANA AVENUE, NW WASHINGTON, DC. 20001

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) PFC Associates, L.L.C. 920 Varnum Street, NE WASHINGTON D.C. 20017 Phone: (202) 269-7426 Fax: (X) 9A. Amendment of Solicitation No. 9B. Dated (See Item 11)

TAX ID. NO. Code Facility X 10A. Modification of Contract/Order No. POFA-2005-C-0002 10B. Dated (See Item 13) 1-Jul-05

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 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT 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 change may be made by letter or telegram, provided each letter or telegram 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, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

(X) A. This change order is issued pursuant to: (Specify Authority). X 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 date, etc.) set forth in item 14, pursuant to the authority of 27 dCMR, Chapter 36, Section 3601.2. C. This supplemental agreement is entered into pursuant to authority of: D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.

14. Description of amendment/modification (Organized by USC Section headings, including solicitation/contract subject matter where feasible.) 1. REVISION TO SECTION G.6.2.2: DELETE the term "lower-tier" 2. ADD a new sub-section: G.6.3 FLOW DOWN REQUIREMENT FOR SUBCONTRACTORS (SEE ATTACHMENT A)

RECAP:

BASE PERIOD	10/1/04 - 9/30/07	\$23,570,197.00
MODIFICATION NO 0001: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO 0002: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0003: ADMINISTRATIVE CHANGES		\$-0-
MODIFICATION NO. 0004: EXERCISE OF OPTION YEAR ONE	10/1/07 - 9/30/08	\$8,761,780.00
MODIFICATION NO. 0005: TO INCLUDE ADDITIONAL SERVICES REQUIRED BY FEMS	5/1/08 - 9/30/08	\$378,830.00
MODIFICATION NO. 0006: TO INCORPORATE THE REVISED LIVING WAGE FACT SHEET & THE REVISED LIVING WAGE NOTICE		\$-0-
MODIFICATION NO. 0007: TO REVISE THE QUICK PAYMENT CLAUSE TO CONFORM TO THE QUICK PAYMENT ACT (Attachment A)		\$-0-
TOTAL CONTRACT AMOUNT		\$32,710,807.00

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A. Name and Title of Signer (Type or print) 16A. Name of Contracting Officer SHIELA D. MOBLEY 15B. Name of Contractor 15C. Date Signed 16B. District of Columbia 16C. Date Signed 6/24/08 (Signature of person authorized to sign) (Signature of Contracting Officer)

R(7)(6)

Page 2 of 2

Attachment A
Modification M0007
PFC Associates, LLC

Add a new sub-section G.6.3 to add to the Quick Payment clause one missing requirement of the Quick Payment Act.

G.6.3 FLOW DOWN REQUIREMENT FOR SUBCONTRACTORS

The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contract with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT



October 27, 2004

Mr. Paul R. Grenaldo
Vice President, Marketing & Business Development
PFC Associates, L.L.C.
920 Varnum Street, NE
Washington, D.C. 20017

Subject: Definitized Contract No. POFA-2002-D-20006

Dear Mr. Grenaldo:

Enclosed for your record is a fully executed copy of Contract No. POFA-2002-D-20006, which definitizes the contract and is merged with the letter contract dated October 1, 2004 and any amendments thereof.

We appreciate your cooperation and look forward to a successful contract year.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sheila Turner".

Sheila Turner
Interim Commodity Manager
Contracting Officer



AWARD/CONTRACT

1. Reserved for later use

Page of Pages
1 | 5

2. Contract Number
POFA-2005-C-0002

3. Effective Date
10/1/2004

4. Requisition/Purchase Request/Project No.
POFA-2002-R-0002

7. Issued By
Office of Contracting and Procurement
Department of Motor Vehicles
441 - 4th Street, N.W., Suite 700 South
Washington, DC 20001

Code

6. Administered By (If other than line 5)
Metropolitan Police Department
Human Services Division
300 Indiana Avenue, NW
Washington, D.C. 20001
Attn.: Ira Stahlman

7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
PFC Associates, L.L.C
920 Varnum Street, NE
Washington, D.C. 20017
Attn.: Paul Grenaldo

8. Delivery

FOB Origin Other (See Schedule Section F)

9. Discount for prompt payment

10. Submit Invoices to the Address shown in
(2 copies unless otherwise specified)

Item
G

11. Ship to/Mark For
Ira Stahlman
Metropolitan Police Department
Human Services Division
300 Indiana Avenue
Washington, D.C. 20001

Code

Facility

12. Payment will be made by
Metropolitan Police Department
300 Indiana Avenue, NW
Washington, D.C. 20001

Code

13. Reserved for future use

14. Accounting and Appropriation Data
RQ207910

15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
	Occupational health and medical services for sworn members of the MPDC, DCFEMS, USSS, USPP, and certain employees of the DCDOC and DCHAP	1	LOT	\$23,570,197.00	23,570,197.00
Total Amount of Contract					

16. Table of Contents

(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
x	A	Solicitation/Contract Form	1	x	I	Contract Clauses	36
x	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
x	C	Description/Specifications/Work Statement	4	x	J	List of Attachments	44
x	D	Packaging and Marking	22	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
x	E	Inspection and Acceptance	23	x	K	Representations, Certifications and Other Statements of Offerors	46
x	F	Deliveries or Performance	24	x	L	Instructions, conditions & notices to offerors	52
x	G	Contract Administration Data	27	x	M	Evaluation factors for award	68
x	H	Special Contract Requirements	31				

Contracting Officer will Complete Item 17 or 18 as Applicable

17 **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18 **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number **POFA-2002-R-0002** including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

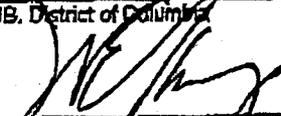
19A. Name and Title of Signer (Type or print)
PAUL GRENALDO, VICE PRESIDENT

20A. Name of Contracting Officer
WILLIAM SHARP

19B. Name of Contractor

(Signature of person authorized to sign)

19C. Date Signed
30-Jun-05

20B. District of Columbia

(Signature of Contracting Officer)

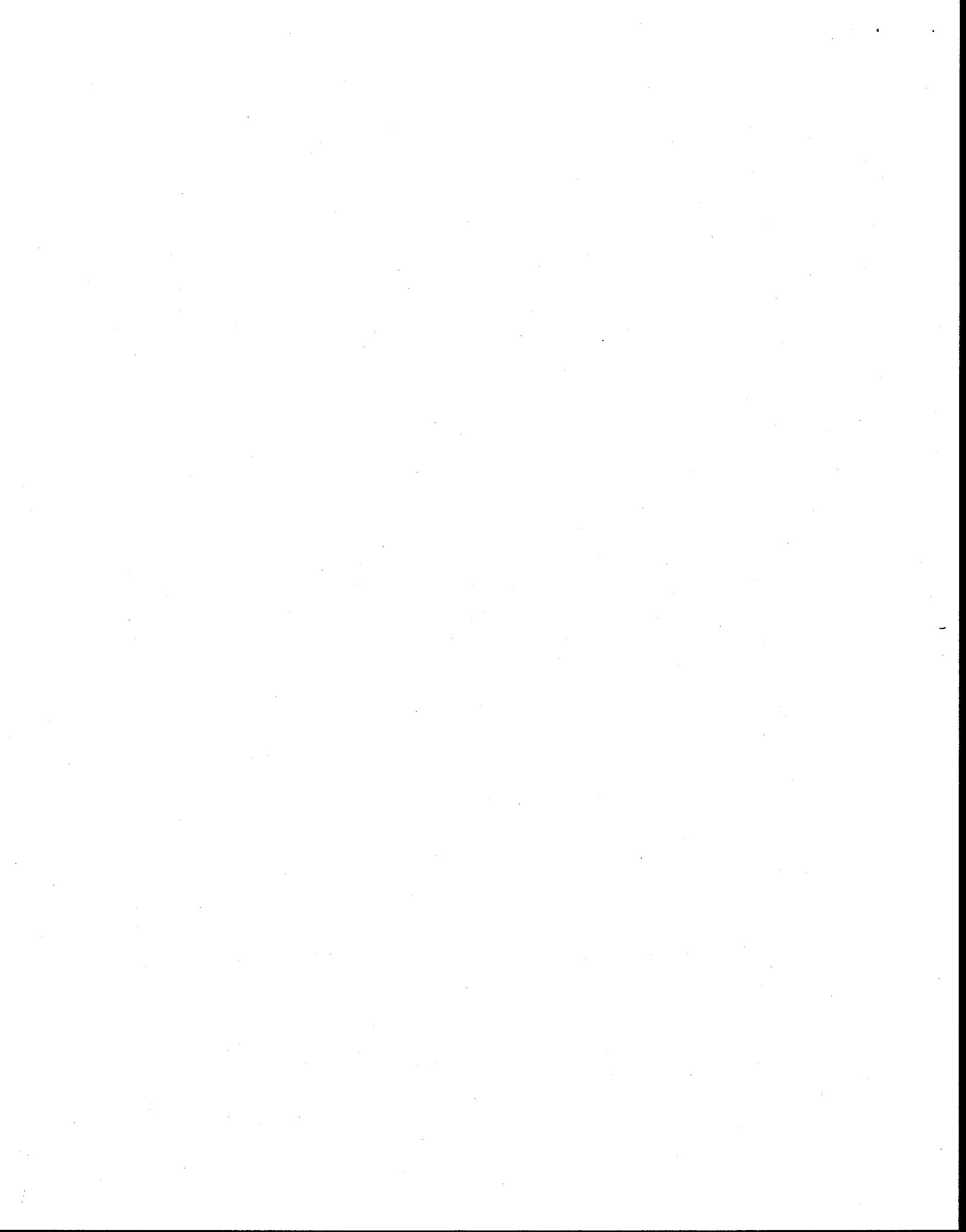
20C. Date Signed
1-Jul-05

 Government of the District of Columbia

 Office of Contracting & Procurement

DC OCP 201 (7-99)





Definitized Contract No. POFA-2005-C-0002

Letter Contract No. POFA-2002-D-20006 dated October 1, 2004, and Amendments 1-8 thereto, by and between PFC Associates, L.L.C. (PFC), and the Government of the District of Columbia is hereby definitized and shall merge with the definitive contract that, having been approved by the Council of the District of Columbia, is fully executed by the parties on this first day of July, 2005.

Subject to the terms and conditions set forth herein, the Government of the District of Columbia hereinafter referred to as the "District", and PFC Associates, L.L.C., hereinafter referred to as the "Contractor", hereby enter into a contract in accordance with the following terms:

ARTICLE 1 – SCOPE OF WORK

The Contractor shall provide occupational health and medical services for sworn members of the MPDC, DCFEMS, USSS, USPP, and certain employees of the DCDOC and DCHAP, in accordance with the following:

- 1.1 Contractor's Best and Final; Offer dated October 22, 2004, in response to Request for Proposal No. POFA-2002-R-0002 issued January 7, 2002 and Contract Specialist's Letter of October 18, 2004 requesting Contractor's Best and Final Offer (Attachment 1).
- 1.2 Contractor's Proposal dated April 19, 2004, in response to Request for Proposal and Solicitation No. POFA-2002-R-0002 (Attachment 2).
- 1.3 Request for Proposals (RFP) and Solicitation No. POFA-2002-R-0002 issued January 7, 2002, as amended by Amendments 0001 – 0012 (Attachment 3).

ARTICLE 2 – TYPE OF CONTRACT

This is a requirements contract with payments based on fixed unit prices as specified in Article 6.

ARTICLE 3 – PERIOD OF PERFORMANCE

The period of performance under this contract shall be from October 1, 2004 through September 30, 2007.

The District may extend the contract term by exercising up to two additional one-year options in accordance with Section F.3 of the RFP.



ARTICLE 4 – CAPITATION RATES

4.1 The capitation rates for the subject services shall be as follows:

CLIN	DESCRIPTION OF SERVICES	CAPITATION RATES
0001 (3 Year Base Term)		
A – year 1	Occupational Medical Services (Full)	\$109.13
A – year 1	Occupational Medical Services (Limited)	\$57.30
B – year 2	Occupational Medical Services (Full)	\$113.50
B – year 2	Occupational Medical Services (Limited)	\$59.59
B – year 3	Occupational Medical Services (Full)	\$119.17
B – year 3	Occupational Medical Services (Limited)	\$62.57

4.2 The maximum amount of this contract shall not exceed \$23,570,197.00

ARTICLE 5 – DELIVERABLES

5.1 The Contractor shall submit the deliverables specified under Section F.4 at the date due and in the format specified in section F of the solicitation.

ARTICLE 6 – PAYMENT

6.1 Payments shall be in accordance with Section G of the Solicitation.

ARTICLE 7 – DELEGATION OF AUTHORITY/CONTRACTING OFFICER

7.1 Authority and responsibility to contract for authorized supplies and services are vested in the Director, Office of the Contracting and Procurement, who establishes contracting activities and delegates contracting authority to heads of such contracting functions. Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer for this contract is:

Office of Contracting and Procurement
Professional Services and Public Safety Cluster
One Judiciary Square, 441 4th Street, NW, Suite 700S
Washington, D.C. 20001
Attention: William Sharp
202-727-5252



ARTICLE 8 – AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- 8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract in accordance with Section G.6 of the solicitation.

ARTICLE 9 – CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE

- 9.1 The Contracting Officer’s Technical Representative (COTR) will have the responsibility of ensuring that the work performed on this contract conforms with the requirements of the contract and such other responsibilities and authorities in accordance with Section G.7 of the solicitation.
- 9.2 The address and telephone number of the Contracting Officer’s Technical Representative (COTR) for this contract is:

Metropolitan Police Department
Human Services Division
300 Indiana Avenue, NW
Washington, D.C. 20001
Attention: Ira Stohlman
Telephone No.: 202-269-7428

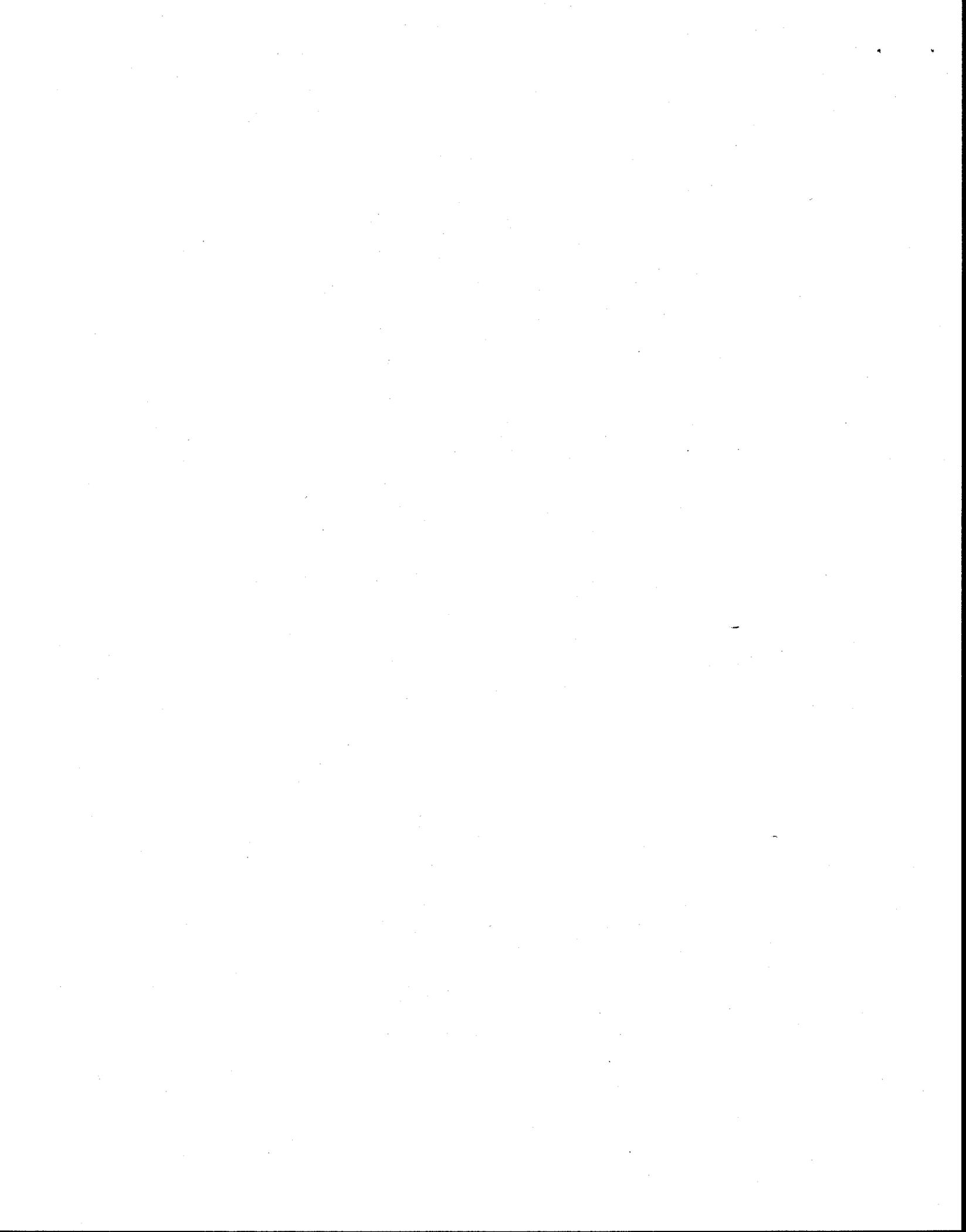
ARTICLE 10 – INSURANCE

The Contractor shall maintain coverages as required in the RFP and provide evidence of such coverage within 10 days of execution of definitized contract.

ARTICLE 11 – INCORPORATED DOCUMENTS

The following documents are hereby incorporated in their entirety and made a part of this contract:

- 11.1 Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, Dated October 1999 (Attachment J.1 of Solicitation No. POFA-2002-R-0002 issued January 7, 2002, as amended).
- 11.2 Contractor’s Proposal dated April 19, 2004 in response to Request for Proposal No. POFA-2002-R-0002 issued January 7, 2002 (Attachment 2)
- 11.3 Solicitation No. POFA-2002-R-0002 issued January 7, 2002, as amended by Amendments 0001 – 0012 (Attachment 3).
- 11.4 Contractor’s Best and Final Offer dated October 22, 2004 (Attachment 1).



ARTICLE 12 – ORDER OF PRECEDENCE

In the event of an inconsistency among the provisions of this contract, the inconsistency shall be resolved by giving precedence in the following manner:

- 12.1 Articles 1 through 13 of the contract.
- 12.2 Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, Dated October 1999 (Attachment J.1 of the Solicitation No. POFA-2002-R-0002 issued January 7, 2002).
- 12.3 Contractor's Best and Final Offer dated October 22, 2004 (Attachment 1).
- 12.4 Contractor's Proposal dated April 19, 2004 in response to Request for Proposals Solicitation No. POFA-2002-R-0002 issued January 7, 2002 (Attachment 2).
- 12.5 Solicitation No. POFA-2002-R-0002 issued January 7, 2002, as amended (Attachment 3).

ARTICLE 13 – TOTAL AGREEMENT

This contract, including specifically incorporated documents set forth above, constitutes the total and entire agreement between the parties. All previous discussions, writings and agreements are merged as set forth herein.

AWARD/CONTRACT

1. Reserved for later use Page of Pages
1 55

2. Contract Number: **DOFA-2005-C-0002**
 3. Effective Date: **September 28, 2004**

4. Requisition/Purchase Request/Project No.

5. Issued By: **Office of Contracting and Procurement
 Professional Services and Public Safety Commodity Group# 6
 441 4th Street, NW, Suite 700 South
 Washington, D.C. 20001**

6. Administered by (If other than line 5)
**Ira Stohlman
 Metropolitan Police Department
 300 Indiana Ave. N.W.
 Washington, D.C. 20001
 202-269-7428**

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)
**PFC Associates, LLC.
 920 Varnum Street N.E.
 Washington, D.C. 20017
 Phone: 202-269-7426 Fax:**

8. Delivery
 FOB Origin Other

9. Discount for prompt payment

10. Submit invoices to the Address shown in (2 copies unless otherwise specified) Item
12

11. Ship to/Mark For: **N/A**

12. Payment will be made by
**Metropolitan Police Department
 Office of the Chief Financial Officer
 Accounts Payable
 300 Indiana Ave. N.W.
 Washington, D.C. 20001**

13. Remit Address:

14. Accounting and Appropriation Data
 ENCUMBRANCE CODE:

15A. Item	15B. Supplies/Services
0001	Healthcare Services for Police and Fire Clinic

15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
1	Lot	See Section B for Unit Prices	

Total Amount of Contract **\$23,570,197**

16. Table of Contents

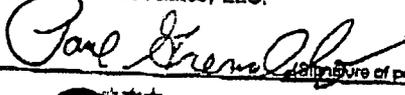
(X) Section		Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	Contract Form	1	X	I	Contract Clauses	47
X	B	Supplies or Services & Cost/Price	2		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Description, Specifications, Work Statement	5	X	J	List of Attachments	54
X	D	Packing and Marking	27		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	Inspection and Acceptance	28		K	Representations, Certifications and Other Statements of Offerors	55
X	F	Contract Term	29		L	Instructions, conditions & notices to offerors	N/A
X	G	Contract Administration data	32		M	Evaluation factors for award	N/A
X	H	Special Contract Requirements	37				

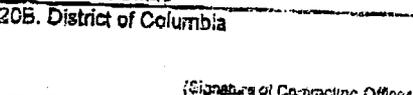
17. **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes are set forth in full above is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print)
Paul Grenaldo, Director

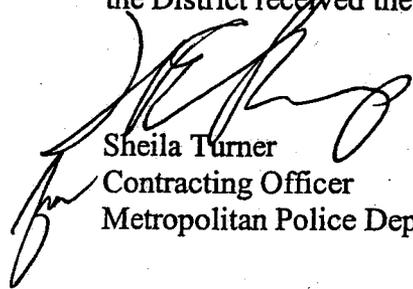
20A. Name of Contracting Officer
William Sharp

19B. PFC Associates, LLC.

 DC OCP 201 (7-99)

20B. District of Columbia

 20C. Date Signed

Memorandum to the File: POFA-2005-C-0002

I certify the contracting officer has examined all of the underlying obligational documents contained herein for the period October 1, 2004 through December 31, 2004 and based on that examination have concluded that: (1) all the obligational documents are "within the scope" of the underlying contract; all of the obligational documents contain accurate dollar amounts, the correct performance dates, the correct contract number and the correct name of the Contractor; and that the District received the services that the District ordered.



Sheila Turner
Contracting Officer
Metropolitan Police Department

**LETTER CONTRACT
(AMENDMENT NO. 8)**

Contractor's Name: PFC Associates, L.L.C.
I.D. #: [REDACTED]
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 8 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

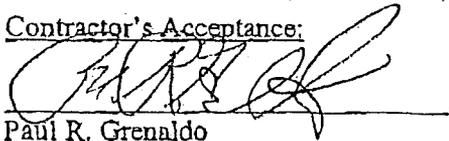
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same remuneration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty (30) days, from June 1, 2005 through June 30, 2005. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount

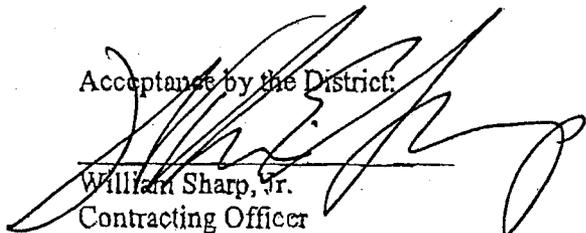
All other contract terms and conditions remain unchanged.

Contractor's Acceptance:


Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

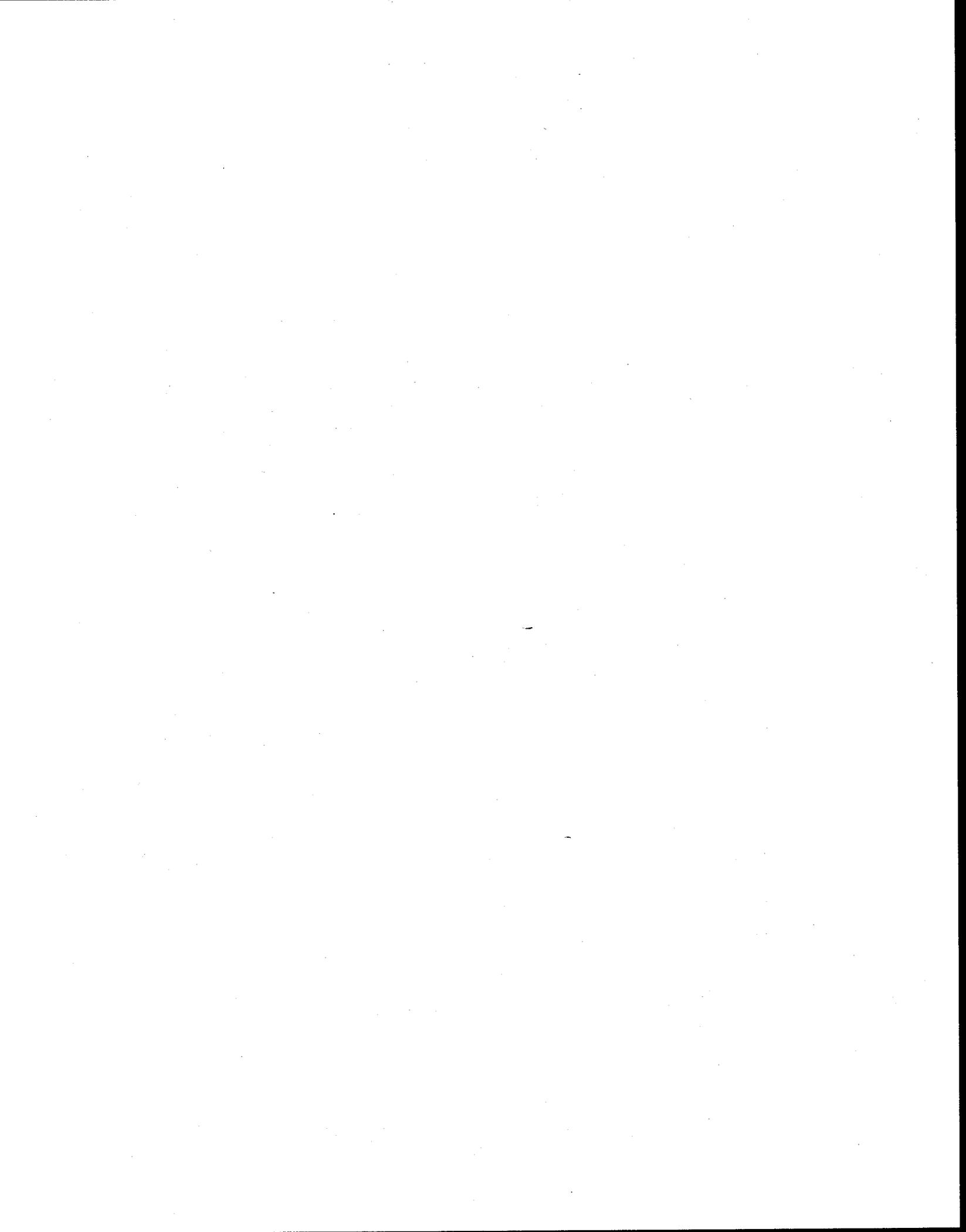
5-31-05
Date

Acceptance by the District:


William Sharp, Jr.
Contracting Officer

31 MAY 05
Date

R(a)(6)



**LETTER CONTRACT
(AMENDMENT NO. 7)**

Contractor's Name: PFC Associates, L.L.C.
I.D. #: [REDACTED]
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 7 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

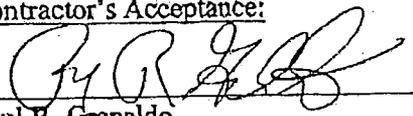
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same remuneration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty (30) days, from May 1, 2005 through May 31, 2005. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount.

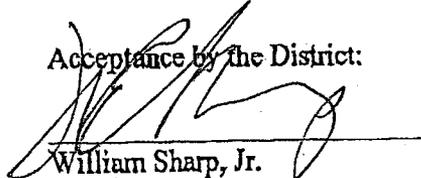
All other contract terms and conditions remain unchanged.

Contractor's Acceptance:


Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

4-29-05
Date

Acceptance by the District:


William Sharp, Jr.
Contracting Officer

29 APR 05
Date

R(a)(6)



**LETTER CONTRACT
(AMENDMENT NO. 6)**

Contractor's Name: PFC Associates, L.L.C.
I.D. #: [REDACTED]
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 6 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

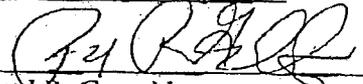
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same remuneration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty (30) days, from April 1, 2005 through April 30, 2005. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount

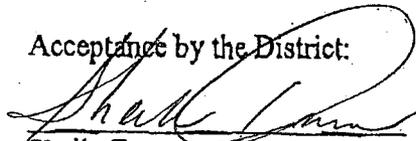
All other contract terms and conditions remain unchanged.

Contractor's Acceptance:


Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

3-28-05
Date

Acceptance by the District:


Sheila Turner
Contracting Officer

3/28/05
Date

R(a)(6)



TOTAL P.01
MAR 25 2005 9:39AM 207-121-0272-001

**LETTER CONTRACT
(AMENDMENT NO. 5)**

Contractor's Name: PFC Associates, L.L.C.
I.D. #:
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 5 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

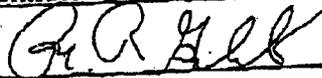
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same numeration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty one (31) days, from March 1, 2005 through March 31, 2005. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount

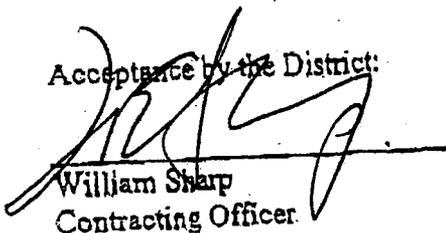
All other contract terms and conditions remain unchanged.

Contractor's Acceptance:


Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

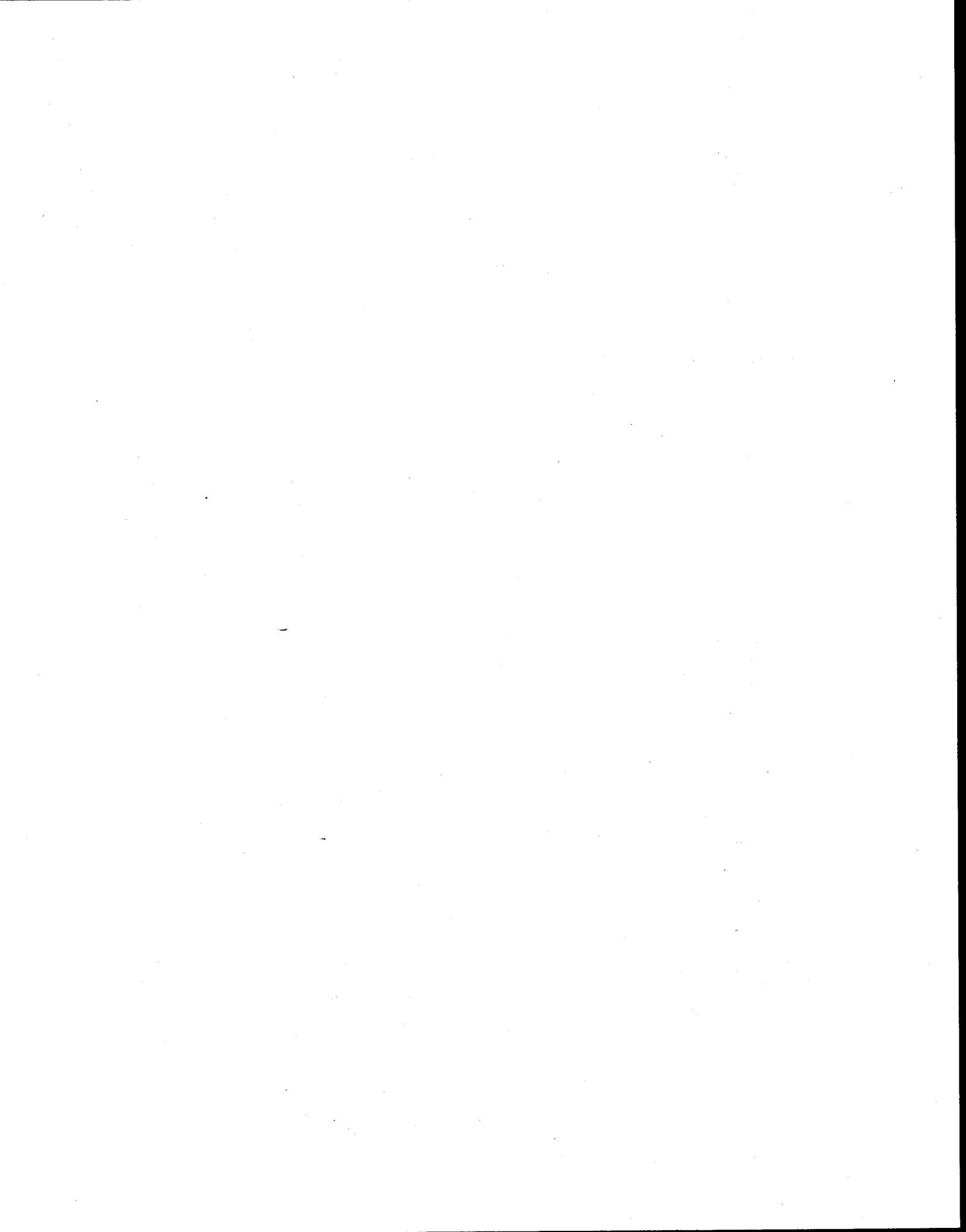
2/28/05
Date

Acceptance by the District:


William Sharp
Contracting Officer

1 March 05
Date

R(a)(6)



**LETTER CONTRACT
(AMENDMENT NO. 4)**

Contractor's Name: PFC Associates, L.L.C.
L.D. #: [REDACTED]
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 4 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

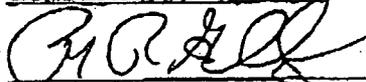
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same numeration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional twenty eight (28) days, from February 1, 2005 through February 28, 2005. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount

All other contract terms and conditions remain unchanged.

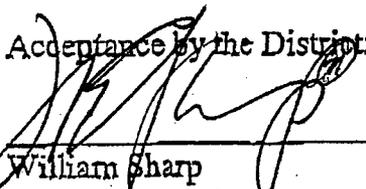
Contractor's Acceptance:



Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

1-27-05
Date

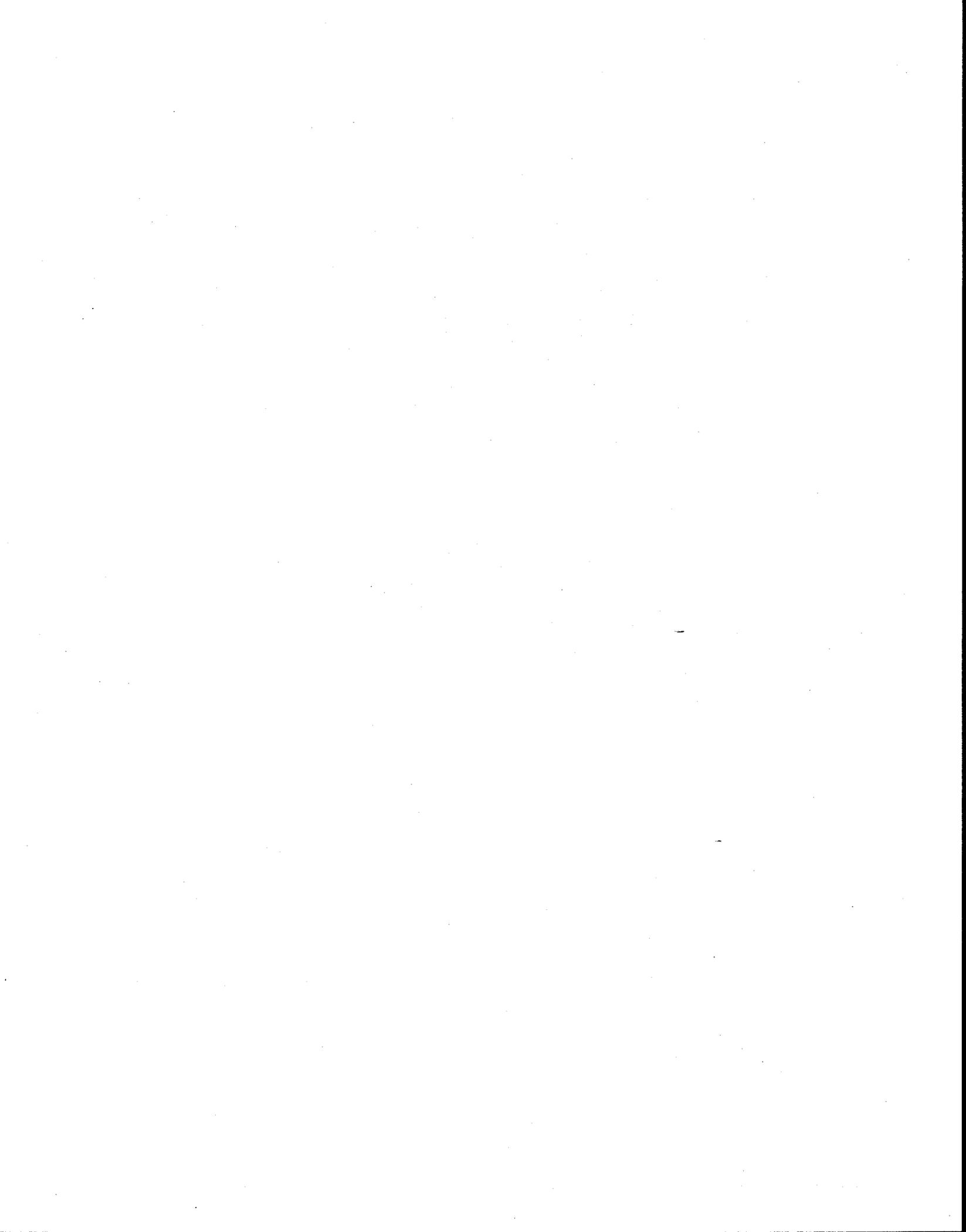
Acceptance by the District:



William Sharp
Contracting Officer

28 Jan 05
Date

R(9)(6)



**LETTER CONTRACT
(AMENDMENT NO. 3)**

Contractor's Name: PFC Associates, L.L.C.
I.D. #: [REDACTED]
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 3 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

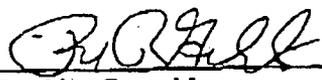
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same numeration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty (31) days, from January 1, 2005 through January 31, 2005. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount

All other contract terms and conditions remain unchanged.

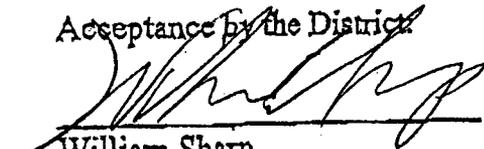
Contractor's Acceptance:



Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

1-7-05
Date

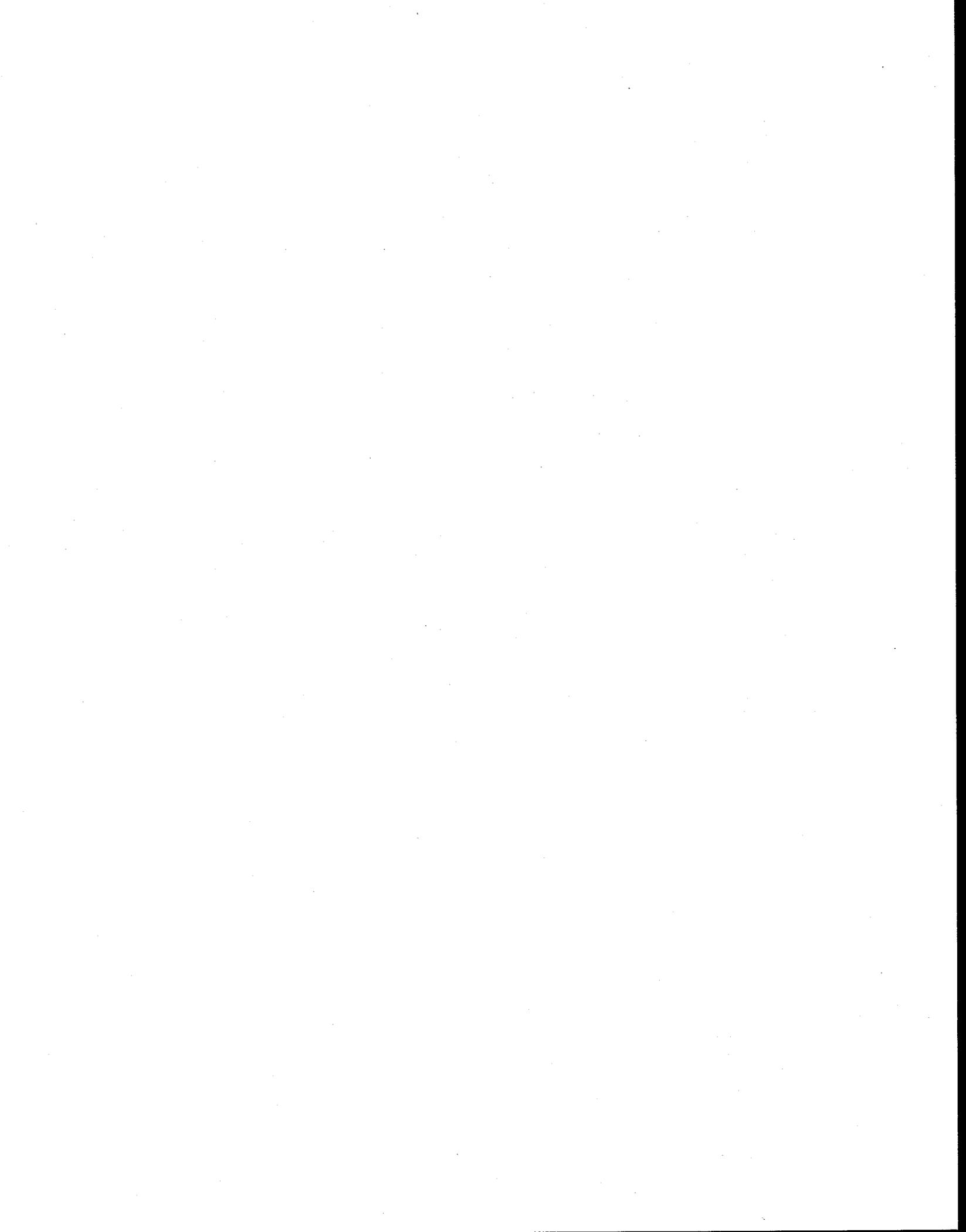
Acceptance by the District:



William Sharp
Contracting Officer

10 Jan 05
Date

R(a)(6)



LETTER CONTRACT
(AMENDMENT NO. 2)

Contractor's Name: PFC Associates, L.L.C.
LD. #: [REDACTED]
Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 2 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

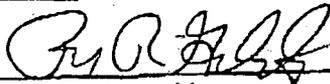
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same numeration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty (31) days, from December 1, 2004 through December 31, 2004. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount

All other contract terms and conditions remain unchanged.

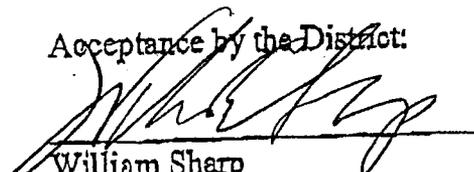
Contractor's Acceptance:



Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

1-7-05
Date

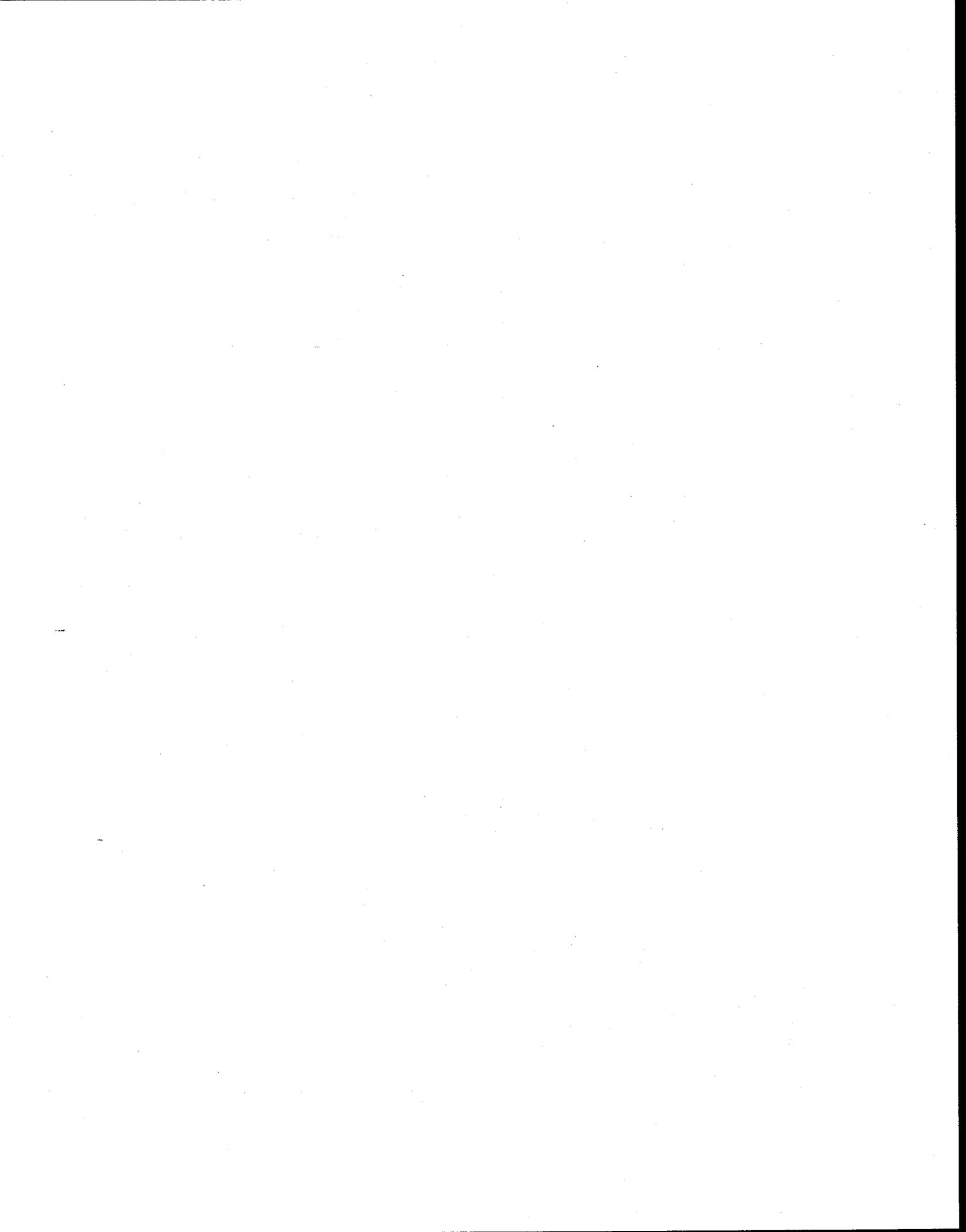
Acceptance by the District:



William Sharp
Contracting Officer

10 Jan 05
Date

R(a)(6)



GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT



LETTER CONTRACT
(AMENDMENT NO. 1)

Contractor's Name: PFC Associates, L.L.C.

Address: 920 Varnum Street, NE
Washington, D.C. 20017

Subject: Amendment No. 1 to Letter Contract No. POFA-2002-D-20006

Dear Contractor:

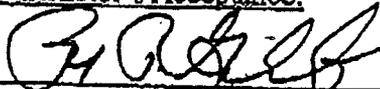
This letter contract amends the existing letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), executed on October 1, 2004 wherein Contractor agrees to perform the same services at the same numeration rate as set forth in the Letter Contract. This Letter Contract is extended as follows:

Extension:

The term of this Letter Contract is hereby extended for an additional thirty (30) days, from November 1, 2004 through November 30, 2004. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this Letter Contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount.

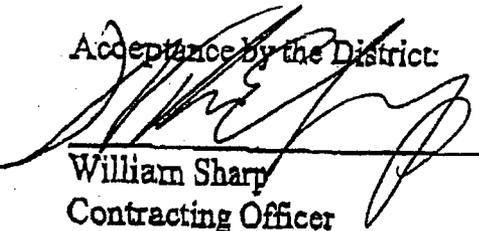
All other contract terms and conditions remain unchanged.

Contractor's Acceptance:


Paul R. Grenaldo
Vice President
Marketing & Business Development
PFC Associates, L.L.C.

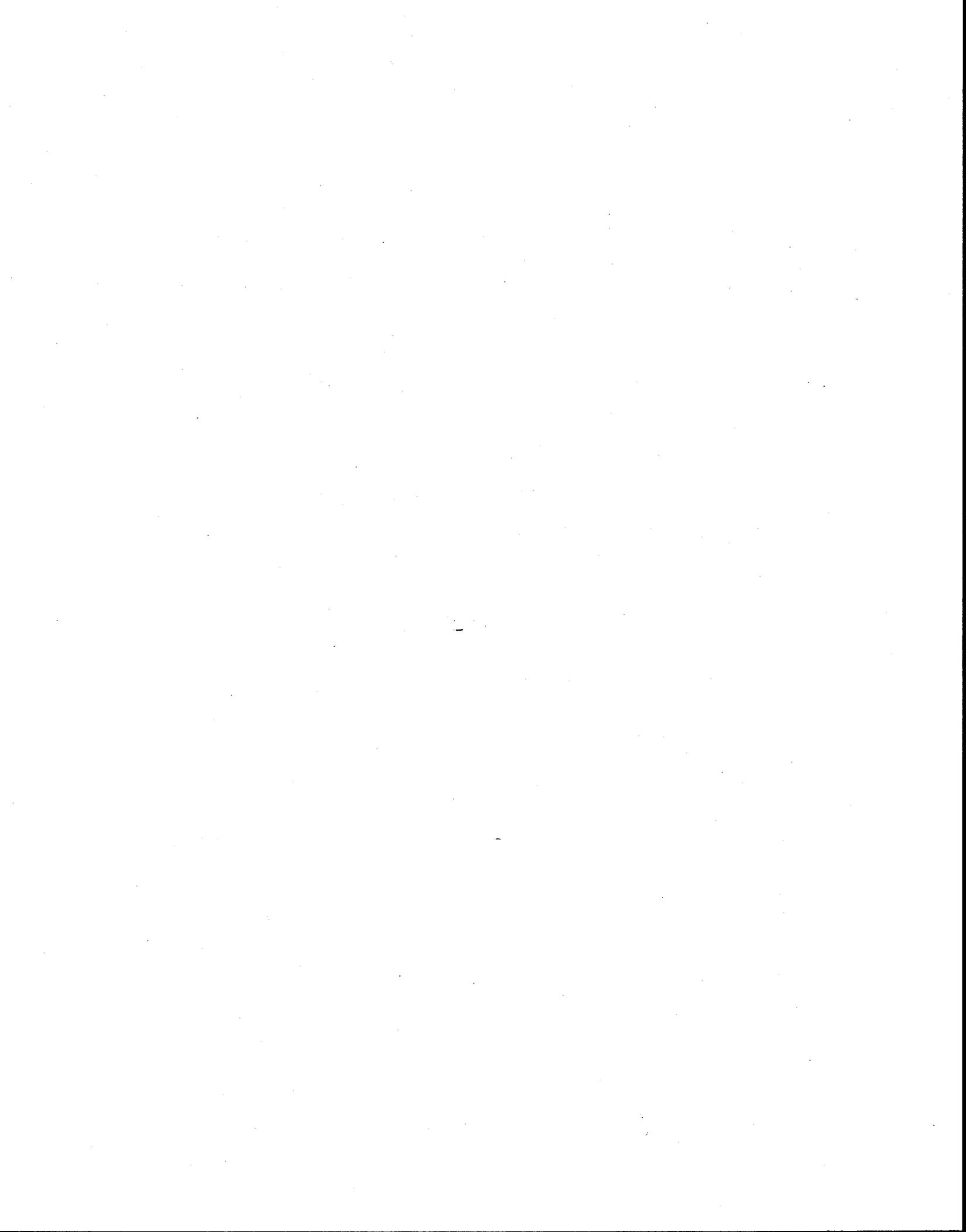
10-25-04
Date

Acceptance by the District:

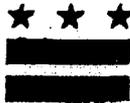

William Sharp
Contracting Officer

10-25-04
Date

R(a)(6)



GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT



~~Mr. Paul R. Grenaldo~~
Vice President, Marketing & Business Development
PFC Associates, L.L.C.
920 Varnum Street, NE
Washington, D.C. 20017

Subject: Letter Contract No. POFA-2002-D-20006

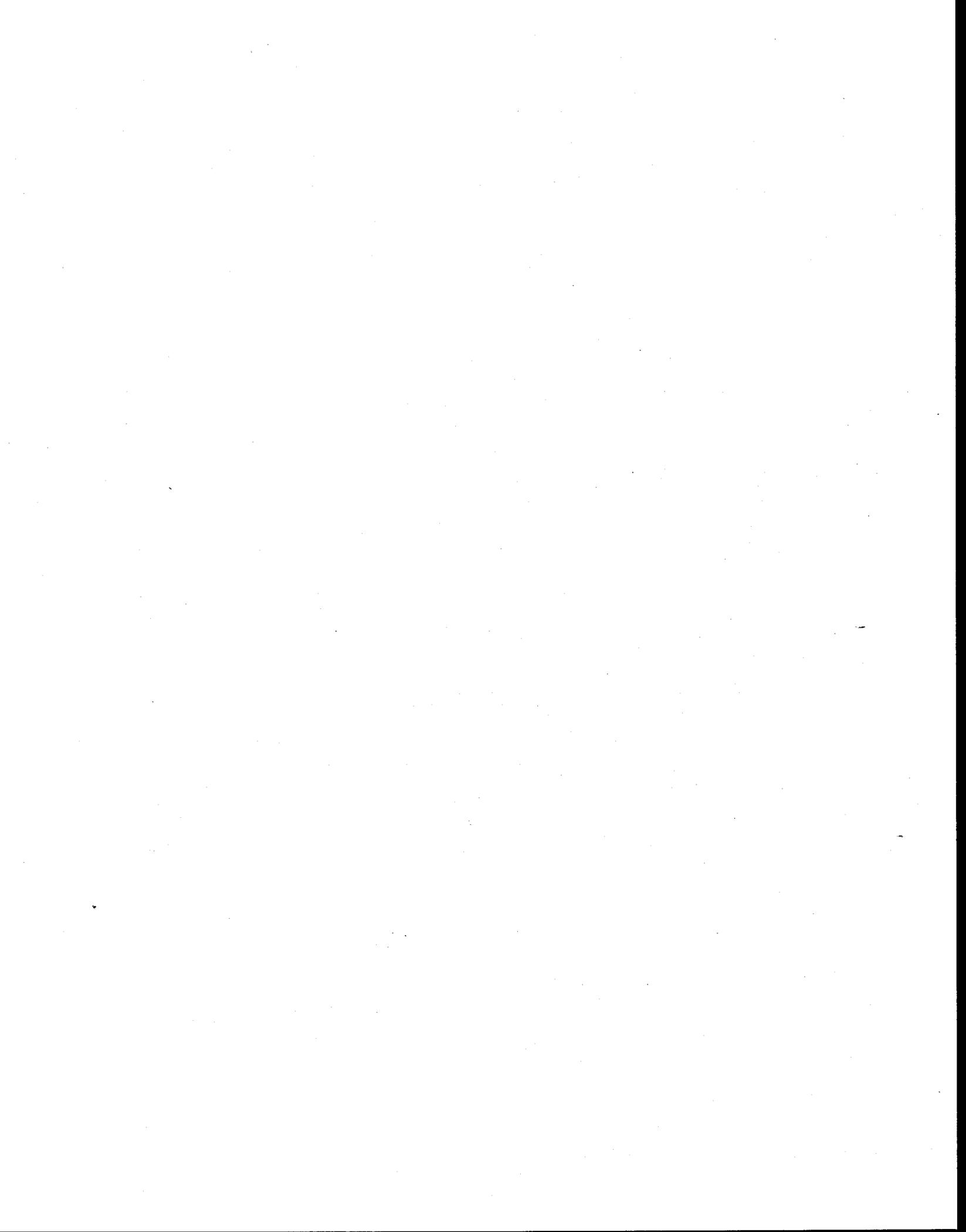
Dear Mr. Grenaldo:

This is a letter contract between the District of Columbia (District) and PFC Associates, L.L.C. (Contractor), wherein Contractor agrees to perform the same services as contained in the RFP and Contractor's Proposal and at the same remuneration rate as set forth in the original contract, in the amount of \$483,553.21 per month.

The District intends to definitize this letter contract within thirty (30) days of the date of award of this letter contract (the date the Contracting Officer signs this letter contract), at which time this letter contract shall merge with the definitized contract. Before the expiration of the thirty (30) days, i.e., October 31, 2004, the Contracting Officer may authorize an additional period in accordance with Section 2425.9 of the Procurement Regulations, 27 DCMR 2425.9 (1988).

If the District does not definitize this letter contract within thirty (30) days of the date of award of this letter contract or any extensions thereof, this letter contract shall expire. In the event of expiration of this Letter Contract, the District shall pay Contractor for the services performed under this letter contract. In no event shall the amount paid under this Letter Contract, or any extensions thereof, exceed 50% of the total definitized contract amount.

The duration of the definitized contract shall be from the date of award of this Letter Contract, October 1, 2004 through October 31, 2004. The District shall pay Contractor for the services performed during the letter contract and the definitized contract in an amount not to exceed \$7,232,700.00.



Contractor shall perform under this Letter Contract pursuant to the terms of the following documents which are hereby incorporated by reference and made part of this Letter Contract: this letter contract, including the scope of services as contained in the RFP, the RFP, and Contractor's Proposal dated February 20, 2002, including its Second BAFO dated October 22, 2004.

In the event of a conflict among the incorporated documents, the conflict shall be resolved by giving precedence to the documents in the order listed above.

~~This Letter Contract is subject to Contractor's compliance with all District laws and regulations and compliance with District tax laws. Contractor's failure to demonstrate compliance with the above laws and regulations shall be cause for the District immediately to terminate for default the Letter Contract and cause for the District to refuse to definitize the contract.~~

Signatures:



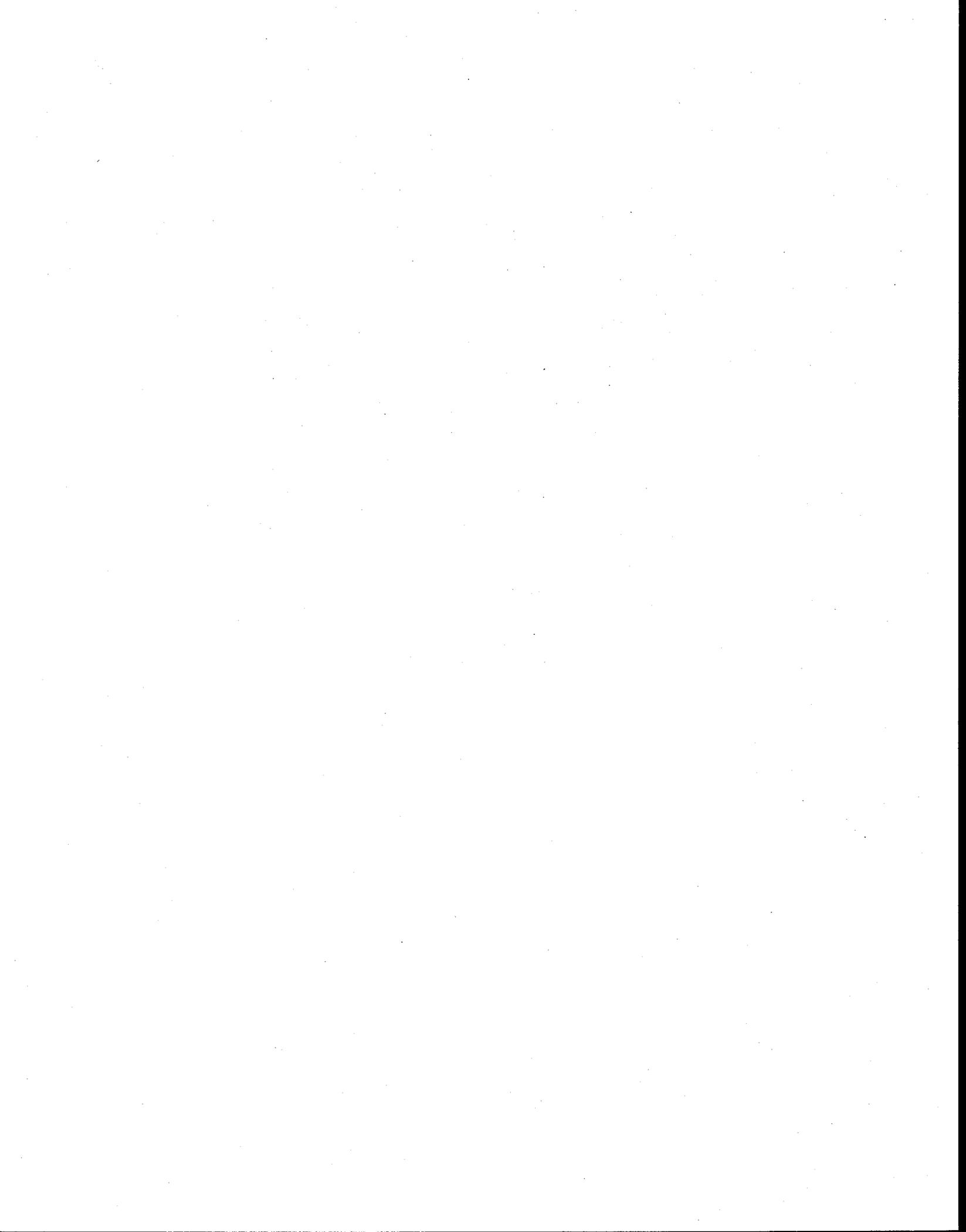
Paul R. Grenaldo
Vice President, Marketing
& Business Development
PFC Associates, L.L.C.

9-28-04
Date



William Sharp
Assistant Commodity Manager
Contracting Officer

9-28-04
Date



SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 The Office of Contracting and Procurement on behalf of the Metropolitan Police Department (MPD) requires a Health Care Provider to provide occupational healthcare and ancillary healthcare services for all covered employees of the Metropolitan Police Department, the Fire and Emergency Medical Services Department, the United States Park Police, the United States Secret Service Uniformed Division, the D.C. Department of Corrections and the D.C. Housing Authority.

B.2 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

B.3 PRICE SCHEDULE

B.3.1 FULL SERVICE (see Section C.3.3.1 through .4)

Contract Line Item No.	Item Description	Unit Price (Capitation Rate) per Month	Estimated Quantity of Personnel	Total Estimated Price
0001AA <i>(3 Year Base Term)</i> <i>(A – year 1</i> <i>10/1/04 – 9/30/05)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, C.3.8, and C.3.9.	\$109.13	5,523	\$7,232,700
0001AB <i>(3 Year Base Term)</i> <i>(B – year 2</i> <i>10/1/05 – 9/30/06)</i>	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$113.50	5,588	\$7,610,856

0001AC (3 Year Base Term) (C – year 3 10/1/06 – 9/30/07)	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$119.17	5,654	\$8,085,446
0101AA (Option Year 1) 10/1/07 – 9/30/08)	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$125.72	5,719	\$8,627,912
0201AA (Option Year 2) 10/1/08 – 9/30/09)	Occupational Medical Services described in C.3.1, C.3.2,C.3.3, C.3.4, C.3.5, C.3.7, and C.3.8.	\$132.64	5,785	\$9,207,869

B.3.2 REDUCED SERVICES (EMS / COMM) (see Section C.3.3.5)

Contract Line Item No.	Item Description	Unit Price (Capitation Rate) per Month	Estimated Quantity of Personnel	Total Estimated Price
0001BA (3Year Base Term) (A – year 1 10/1/04 – 9/30/05)	Occupational Medical Services described below.	\$57.30	365	\$250,974
0001BB (3 Year Base Term) - (B – year 2 10/1/05 – 9/30/06)	Occupational Medical Services described below.	\$59.59	300	\$214,524
0001BC (3 Year Base Term) (C – year 3 10/1/06 – 9/30/07)	Occupational Medical Services described below.	\$62.57	234	\$175,697
0101BA (Option Year 1) 10/1/07 – 9/30/08)	Occupational Medical Services described below.	\$66.01	169	\$133,868

0201BA
(Option Year 2)
10/1/08 – 9/30/09)

Occupational Medical
Services described
below.

\$69.64

103

\$86,075

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

This contract is to provide occupational health services for all covered employees in a managed care environment using a Preferred Provider Network to handle approximately 64,000 client encounters per year. The Health Care Provider shall manage the day-to-day operations of the Police and Fire Clinic using in-house health care professionals hired to perform diagnostic services, conduct routine physical and behavioral health examinations, issue prescriptions and refer employees to a Preferred Provider Network for services that cannot be performed in house. The Health Care Provider shall work in conjunction with government officials to make traditional worker compensation determinations as to the health and fitness of uniform members to perform the rigors of police or fire suppression work following a performance of duty injury. The responsibility of the Health Care Provider is to provide occupational medical services by:

1. Establishing a physical plant that can be used as a Police and Fire Clinic. See specifications in C.3.1.
2. Staffing the Clinic with competent medical personnel to provide direct services in conjunction with a Preferred Provider Network that delivers quality healthcare services in a managed care environment. See specifications in C.3.2.
3. Establishing an occupational health care program that provides a wide range of medical evaluations for Covered Employees and candidates for appointment as law enforcement and fire suppression personnel. See specifications in C.3.3.
4. Administering a return to work program that provides emergency medical and rehabilitative treatment services for job-related injuries. See specifications in C.3.4.
5. Administering ancillary health care programs designed to provide for drug screening and preventing work-related injuries and illnesses. See specifications in C.3.5.
6. Serving as Third Party Administrator in managing the healthcare of Covered Employees retired on 100% disability. See specifications in C.3.6.

7. Tracking, monitoring and maintaining an automated record keeping/billing system that provides real time information on all Clinic services. See specifications in C.3.7.
8. Provide office space and administrative services to user Agency employees assigned to the Police and Fire Clinic. See specifications in C.3.8.
9. Provide a transition plan to ensure the smooth transfer of operations from the present facility to the facility of the Health Care Provider. See specifications in C.3.9.

C.1.1 Applicable Documents

The Health Care Provider shall provide the requirements of the contract in accordance with the documents set forth below, which constitute the rules, regulations and internal policy directives that govern the operations of the Police and Fire Clinic and the District's occupational health care program for uniform personnel. See Section J. for attachments.

Item No.	Document Type	Title	Date
1	MPD General Order 1001.1dd	Medical Services	1/1/98
2	MPD G.O. 1002.2	Health Maintenance	1/1/98
3	MPD G.O. 1002.4	Drug Screening Program	1/1/98
4.	MPD G.O. 1002.5	Random Drug Screening Program	1/1/98
5	MPDC G.O. 1003.1	Public Safety Officers' Benefits	3/22/94
6.	DCFEMS Order 17-00/9-99	Article X1- Temporary Physical Disability	Sept. 1999
7.	Section 870 District Personnel Manual	Processing Entry Level Candidates for Fire and EMS Departments	Not Dated
8.	Section 873, and District Personnel Manual	Processing Entry Level Candidates for Police Officer Positions	1/23/98 & 4/7/01
9.	42 U.S.C. Section 1320d and 1-1320d-8	Health Insurance Portability and Accountability Act of 1996	

C.1.2 Definitions

For purposes of this contract, the following definitions apply:

- C.1.2.1 **Administrative Hearing**" shall mean a hearing before an Agency of the District of Columbia.
- C.1.2.2 **Agency**" shall mean the Metropolitan Police Department, Fire and Emergency Medical Services Department, United State Park Police, United States Secret Service Uniform Division, D.C. Department of Corrections, and D.C. Housing Authority.
- C.1.2.3 **"Agency Representative"** shall mean the Directors of the Medical Services Division of the Metropolitan Police and Fire & Emergency Medical Services Departments, the United States Secret Service, D.C. Department of Corrections, and the United States Park Police.
- C.1.2.4 **"Applicants"** shall mean persons who are candidates for positions as uniform members of the Metropolitan Police Department, Fire & Emergency Services Department, the D.C. Department of Corrections, the D.C. Housing Authority Police, the United States Park Police, the United States Secret Service Uniform Division including candidates for the police and fire cadet programs; and, civilian applicants of the Metropolitan Police Department for the positions of cell block technician, communications dispatcher, crime scene search technician, evidence control technician, firearms examiner, forensic science technician, intoxilyzer technician, motor vehicle operators, reserve officers, traffic control aides and property control clerks; and civilian applicants for the EMS Department for the positions of communications dispatchers, fleet servicers and motor vehicle operators.
- C.1.2.5 **"Ancillary Health Services"** shall mean occupational health care services other than return to work services such as wellness programs, drug testing, third party administrator program, pharmaceutical services for Covered Employees; and, long-term rehabilitative programs for seriously injured police and firefighters.
- C.1.2.6 **"Behavioral Health Injuries and Illnesses"** shall mean the diagnosis and treatment of psychological injuries and illnesses occurring in the performance of duty.
- C.1.2.7 **"Clinic"** shall mean the Police and Fire Clinic.

- C.1.2.8 "Client Encounters" shall mean a face-to-face meeting between a covered employee or applicant and the Health Care Provider for purposes of diagnosis, treatment, consultation or testing.
- C.1.2.9 "Contracting Officer's Technical Representative" shall mean the MPD Director of Medical Services as designated in G.9 as the Contracting Officer's Technical Representative. Oversees the contractor's performance on a daily basis on behalf of the Contracting Officer and reports discrepancies to same.
- C.1.2.10 "COTR" shall mean the Contracting Officer's Technical Representative.
- C.1.2.11 "Covered Employee(s)" shall mean the commissioned police officers, firefighters, senior police officers, emergency medical technicians, designated civilian employees including police and fire cadets, recruits-in-training, cell block technicians, communications dispatchers, crime scene search technicians, evidence control technicians, firearms examiners, forensic science technicians, intoxilyzer technicians, motor vehicle operators, reserve officers, traffic control aides and property control clerks of the Metropolitan Police Department and designated civilian employees including communication dispatchers, fleet servicers and motor vehicle operators of the Fire & Emergency Medical Services Department, the United States Secret Service, the United States Park Police, applicants for correctional officer positions with the D.C. Department of Corrections and applicants for police officer positions with the D.C. Housing Authority.
- C.1.2.12 "DCDC employees" shall mean the correctional officers of the District of Columbia Department of Corrections.
- C.1.2.13 "DCHA employees" shall mean the sworn uniform police officers of the District of Columbia Housing Authority.
- C.1.2.14 "District" shall mean the District of Columbia.
- C.1.2.15 "DCFEMS" shall mean the District of Columbia Fire and Emergency Medical Services Department.
- C.1.2.16 "FD 44" shall mean the DCFEMS Illness and Injury Report which a firefighter uses to report an illness or injury.
- C.1.2.17 "Health Care Provider" shall mean the proposed contractor selected for this contract to provide all of the health care services under this contract and who abides by health care policies which seek to reduce costs by the delivery of care in the most cost effective way.

- C.1.2.18 **"Health Maintenance Program"** shall mean a wellness or preventive medicine program designed to increase the overall physical, emotional and mental health of covered employees.
- C.1.2.19 **"JACHO"** shall mean the Joint Committee on Accreditation of Health Care Organizations.
- C.1.2.20 **"Medical Director"** shall mean the Chief Physician responsible for the day- to-day management of the operations of the Police and Fire Clinic and overall management of the administrative and professional staff of the Police and Fire Clinic.
- C.1.2.21 **"MPD"** shall mean the Metropolitan Police Department of the District of Columbia.
- C.1.2.22 **"MSD"** shall mean the Medical Services Division of the MPD.
- C.1.2.23 **"Non-POD Injury"** shall mean an injury or illness, which has been sustained outside the performance of duty for which an employee seeks treatment by the Health Care Provider.
- C.1.2.24 **"Occupational Health Services"** shall mean the body of medical programs, practices and standards of protocol designed for the diagnosis and treatment of occupational illnesses and injuries.
- C.1.2.25 **"Occupational Healthcare"** shall mean the diagnosis and treatment of injuries and illnesses sustained by covered employees while in the performance of duty.
- C.1.2.26 **"POD Injury"** shall mean an injury or illness sustained by an employee while in the performance of duty.
- C.1.2.27 **"PD 42"** shall mean the MPD's Illness and Injury Report which a police officer uses to report an illness or injury.
- C.1.2.28 **"Police and Fire Clinic"** shall mean a one stop clinic located on the premises of the Health Care Provider which provides a comprehensive range of medical and treatment services for employees of the Metropolitan Police Department, Fire & Emergency Medical Services Department, United States Park Police and the United States Secret Service who have sustained injury or occupational illnesses while in the performance of duty. Treatment services also include all pre-employment examinations, other physical examinations required by the Agencies, drug screening urinalysis and procedures and testing required by the Occupational Safety and Health Administration (OSHA).

- C.1.2.29 **"Preferred Provider Network"** shall mean a network composed of physicians, hospitals and ancillary providers such as pharmacies, who have entered into a contractual relationship with the Healthcare Provider to deliver quality cost effective medical services to patients referred to it by the Health Care Provider.
- C.1.2.30 **"Retirement Board"** shall mean the Police and Firefighters' Retirement and Relief Board.
- C.1.2.31 **"TPA"** shall mean Third Party Administrator Program.
- C.1.2.32 **"Third Party Administrator Program"** shall mean the entity that provides the day-to-day management of the disability program for retired Police and Firefighters of the MPD, DCFEMS, USSS and US Park Police who have been retired under 100% disability.
- C.1.2.33 **"True Medical Emergency"** shall mean a medical condition which in the opinion of the Medical Director manifests itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical treatment could reasonably be expected to result in placing the employee's health in serious jeopardy, serious impairment to bodily function, or serious dysfunction of any bodily organ or part.
- C.1.2.34 **"Urgent Care"** shall mean treatment of injuries normally sustained in the performance of duty that require the immediate attention of a health care professional, but are not of the nature that the services of a hospital emergency room or hospitalization is needed. Urgent Care shall also mean the evaluation and treatment of non-performance of duty injuries and illnesses of Covered Employees who report in sick during the hours that the Clinic is closed. An example would be attending to a fracture or broken finger where hospitalization would not be required.
- C.1.2.35 **"Urgent Care First Response Only"** shall mean the initial evaluation of injuries of cell block technicians, evidence technicians, property control clerks and traffic control aides where the injury has been sustained in the performance of duty and requires the immediate attention of a health care professional, but is not the type of injury that would require the services of a hospital emergency room or hospitalization. All subsequent care would be the responsibility of the D.C. Workers Compensation Administrator provided that the employee meets the qualifications for such care.
- C.1.2.36 **"Urgent Care Unit"** shall mean a unit located within the Police and Fire Clinic or within a facility under the control of the contractor located in the District of Columbia for the treatment of urgent care injuries and illnesses.

C.1.2.37 "USPP" shall mean the United States Park Police.

C.1.2.38 "USSS" shall mean the United States Secret Service.

C.2 BACKGROUND

The MPD has had the operational responsibility over the Police and Fire Clinic since 1970. In 1997, the District of Columbia government entered into a contract with a private health care provider to provide occupational medical services including case management services to uniform personnel. Since that time, the private Health Care Provider has provided the day-to-day provision of medical services to uniform personnel while MPD and other user agency officials provide certain administrative functions such as revoking police powers, determining employee duty status and other on-site administrative functions associated with the business of law enforcement and fire suppression personnel. In addition, the Clinic provides certain medical services to designated civilian employees that perform vital law enforcement and fire suppression functions.

Covered Employees have access to Clinic services 24 hours a day, seven days a week. However, the Clinic itself operates on a 16-hour a day schedule, Monday – Friday. During the hours the Clinic is closed, Covered Employees obtain services from two participating hospitals that are a part of the Preferred Provider Network.

In addition to providing preventive health services to Covered Employees, designed to decrease the number of performance of duty injuries, the Clinic conducts applicant, annual physical and random drug testing on all Covered Employees. To this end, the MPD and DCFEMS have established drug testing procedures that have been approved by the respective collective bargaining organizations that represent police and fire suppression personnel. Accordingly, the Health Care Provider conducts all drug testing in accordance with the established drug testing procedures as established by the MPD and DCFEMS. Moreover, the MPD practices a zero tolerance drug policy. As such, the Health Care Provider will adhere to the drug testing collection policies and protocols each time urine is obtained from a uniform member whether or not the member is at the Clinic for the purpose of drug screening. The intent of this solicitation is to establish, continue and expand the delivery of medical services and programs and also to enhance the record keeping and case management reporting mechanisms in accordance with the latest trends in medical record keeping and automation.

C.3 REQUIREMENTS

C.3.1 Establish a Police and Fire Clinic

The Health Care Provider shall provide a physical plant for use as a Police and Fire Clinic. The Clinic shall be located in the District of Columbia.

The Clinic shall be housed in a clean secure environment with the following features:

- C.3.1.1 Adequate parking for Clinic patrons including at least 60 dedicated parking spaces, of which 50 (5 handicapped + 45 general) shall be for Clinic patients and 10 shall be dedicated spaces for agency use;
- C.3.1.2 Secure lockers made available for the storage of weapons while law enforcement personnel are being treated or examined;
- C.3.1.3 A separate patient lounge equipped with telephones and bathrooms for use by Clinic patients;
- C.3.1.4 A 24-hour treatment facility to attend to urgent care injuries. The treatment facility shall be located in the same facility as the Clinic and be connected through a local area network;
- C.3.1.5 A patient area to conduct applicant medical examinations. The patient treatment area for conducting applicant medical examinations may be located in a different facility as long as the facility is located in the District of Columbia and the medical records and other files are accessible through a local area network.
- C.3.1.6 A separate patient area for the treatment of Behavioral Health Injuries and Illnesses;
- C.3.1.7 Examination rooms, medical equipment, consumable supplies, ancillary equipment to support a 24-hour operation and at least 64,000 annual client encounters; and
- C.3.1.8 The Clinic shall be properly certified by the certifying authorities including the Joint Commission on Accreditation of Health Care Organizations (JACHO) prior to the time of contract award. The Clinic shall at all times be in compliance with all of the applicable laws and regulations of the federal government and the District of Columbia.

C.3.2 Provide Necessary Staffing and Equipment to Ensure Efficient Operation of the Police and Fire Clinic

The Health Care Provider shall establish an Office of the Medical Director and appoint a chief physician who shall serve as the Medical Director of the Police and Fire Clinic. The Medical Director shall be licensed to practice medicine in the District of Columbia and shall be board certified in occupational medicine.

- C.3.2.1 The Health Care Provider shall hire, train and assign professional and administrative personnel to work in the Clinic.
- C.3.2.2 The Health Care Provider shall monitor the various employee health, treatment and rehabilitative services performed by Clinic medical staff to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the American College of Occupational and Environmental Medicine and the provisions of this contract.
- C.3.2.3. The Health Care Provider shall coordinate the scheduling of employee appointments to the Police and Fire Clinic with the Medical Services Directors of MPD/DCFEMS and the agency representatives of the USSS, USPP, DCDC and DCHA.
- C.3.2.4. The Health Care Provider shall coordinate the appearance of Medical Staff before the Retirement Board and other administrative hearing bodies. See section C.3.8.3.2.
- C.3.2.5 The Health Care Provider shall establish or provide a photocopying service to reproduce medical records for use by Agency officials, courts and administrative agencies when necessary.

C.3.3 Establish an Occupational Health Care Program for Uniform Personnel

- C.3.3.1 The Health Care Provider shall establish an employee occupational health care program that provides a wide range of physical and other examinations designed to evaluate an employee's ability to perform his or her duties including but not limited to:
- a. Applicant Pre-Employment Physical Examinations and Psychological Evaluations.
 - b. Promotion physical examinations.
 - c. Annual Disability Physical & Follow up visit to clear non-full duty determinations.
 - d. Reinstatement.
 - e. Audiometric testing for designated employees.
 - f. Fitness for Duty, Pre-Five Year Tenure, Retirement, Military Leave
 - g. Health & Wellness Including Flu Shots, Tetanus Shots. (See section C.3.5)
 - h. Physicals at the end of the Probationary Term
 - i. Annual for FEMS/Bi-Annual for MPD
 - j. Reinstatement