SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Manage and Operate Washington Center for Aging Services	1	66

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCBY-2009-R-0001	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	8/18/2009	[X] Open [ ] Set Aside [ ] Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
Offie of Contracting and Procurement 64 New York Avenue, NE, Room 6120 Washington, DC 20002	Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 ATTN: Jeanne Sheridan

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 p.m. (Hour) local time 17-Sep-09 (Date)

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

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Jeanne Sheridan	202	727-2354		Jeanne.Sheridan@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers 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 herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
			[ ]		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Office on Aging (the "District") is seeking a Contractor to manage and operate its District licensed Medicare and Medicaid certified nursing facility, Washington Center for Aging Services (the "Center" or "WCAS"). The nursing facility is a 259-bed facility and has a geriatric day care/treatment program available for up to 55 elderly District residents.

The Contractor, along with Office on Aging ("OoA"), shall explore the feasibility (of incorporating a nursing home dialysis program. The Dialysis Center would be on-site at the nursing home and provide patients and their family members a significant improvement in their quality of life. The patients would be able to enjoy the convenience of dialyzing on-site at the nursing home without the stress of traveling to and from outpatient clinics, and the interruption of daily routines for medication, meals, and therapy.

The Contractor will be compensated for managing the nursing facility, the geriatric day care program and nursing home dialysis program, if added to the Center, from patient revenues from D.C. Medicaid, Medicare, Private Pay, and resident fees. The OoA will not reimburse the Contractor for any of these services or for any increases in cost to this contract.

B.2 The District contemplates award of a firm-fixed price contract in accordance with 27 DCMR Chapter 24. The Contractor will be paid on a monthly basis in equal installments from the patient revenues.

B.3 PRICE SCHEDULE

B. 3.a BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Unit	Quantity	Management Fixed Fee	Total Price
***0001**	Manage and Operate a District licensed Medicaid and Medicare certified nursing facility ("The Center") with 259 beds (31 skilled nursing and 228 nursing facility beds)	Month	12	$ _____	$_____
****0002**	Manage and Operate a Medicaid Certified Geriatric Day Treatment Program ("The Center Care") for up to 55 elderly participants, 60 years or older, five days a week.	Month	12	$ _____	$_____

B.3.b OPTION YEAR ONE (1)

Contract Line Item No. (CLIN)	Item Description	Unit	Quantity	Management Fixed Fee	Total Price
***1001**	Manage and Operate a licensed Medicaid and Medicare certified nursing facility ("The Center") with 259 beds (31 skilled nursing and 228 nursing facility beds)	Month	12	$_____	$_____
****0002**	Manage and Operate a Medicaid Certified Geriatric Day Treatment Program ("The Center Care") for up to 55 elderly participants, 60 years or older, five days a week.	Month	12	$ _____	$_____

B.3.c. OPTION YEAR TWO (2)

Contract Line Item No. (CLIN)	Item Description	Unit	Quantity	Management Fixed Fee	Total Price
***2001**	Manage and Operate a licensed Medicaid and Medicare certified nursing facility ("The Center") with 259 beds (31 skilled nursing and 228 nursing facility beds)	Month	12	$ _____	$ _____
****2002**	Manage and Operate a Medicaid Certified Geriatric Day Treatment Program ("The Center Care") for up to 55 elderly participants, 60 years or older, five days a week.	Months	12	$ _____	$_____

B.3.d. OPTION YEAR THREE (3)

Contract Line Item No. (CLIN)	Item Description	Unit	Quantity	Management Fixed Fee	Total Price
***3001**	Manage and Operate a District licensed Medicaid and Medicare certified nursing facility ("The Center") with 259 beds (31 skilled nursing and 228 nursing facility beds)	Month	12	$_____	$ _____
****3002**	Manage and Operate a Medicaid Certified Geriatric Day Treatment Program ("The Center Care") for up to 55 elderly participants, 60 years or older, five days a week.	Month	12	$_____	$ _____

B.3.e. OPTION YEAR FOUR (4)

Contract Line Item No. (CLIN)	Item Description	Unit	Quantity	Management Fixed Fee	Total Price
***4001**	Manage and Operate a District licensed Medicaid and Medicare certified nursing facility ("The Center") with 259 beds (31 skilled nursing and 228 nursing facility beds)	Month	12	$_____	$ _____
****4002**	Manage and Operate a Medicaid Certified Geriatric Day Treatment Program ("The Center Care") for up to 55 elderly participants, 60 years or older, five days a week.	Month	12	$_____	$ _____

NOTE: **The Contractor will be compensated for managing the nursing facility, the geriatric day care program** and nursing home dialysis program, if added to the Center, **from patient revenues from D.C. Medicaid, Medicare, Private Pay, and resident fees. Approximately 96% of the nursing facility's revenue is generated by the D.C. Medicaid program. The remaining 4% is generated through Medicare and residents' fees.**

In the past, the OoA paid a portion of the Center Care program revenue by subsidizing the day care costs for individuals 60 years of age and older who were not eligible for Medicaid or VA benefits, but could benefit from participating in the program. However, the OoA will not reimburse the Contractor for the Center Care services rendered under this contract. The Contractor must rely solely on funding from Medicaid, the Veterans' Administration (VA) and participant contributions.

NOTE: **The Contractor shall not include capital and renovation costs in its proposed budget. The total estimated amount of proposed capital costs ($1,600,000) and renovation costs ($3,000,000) is not to exceed $4,600,000 for the duration of this contract, including option years. However, the OoA has the discretion of approving a lesser or greater amount depending on the availability of capital improvement funds, the nature of the request, and the revenue generated from the Center, CenterCare, and Dialysis Center, if added. Capital and renovations costs for the WCAS are totally separate from the fees in Section B.3 of this contract.**

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Contractor shall manage and operate the Government of District of Columbia's Washington Center for Aging Services (the "Center" or "WCAS")), located at 2601 18th Street, N.E., Washington, D.C. 20018. Specifically, the Contractor shall operate and manage: (a) the 259 bed District licensed Medicaid and Medicare certified nursing facility and; (b) provide geriatric day treatment services to a maximum of 55 elderly residents per day, five days per week in the Medicaid certified Center Care program.

The Contractor, along with OoA, shall also explore the feasibility of incorporating an on-site dialysis program at the nursing facility. The program would significantly improve the quality of life of the patients and their family members as well as the community. The patients would be able to enjoy the convenience of dialyzing on-site at the nursing home without the stress of traveling to and from outpatient clinics, and the interruption of daily routines for medication, meals, and therapy.

The purpose of this procurement is to assist the elderly individuals to maximize their physical, social and emotional well-being and provide services flexibility as their individual needs change.

On May 15, 2009 the Office of Property Management on behalf of the Office on Aging issued a Request for Offers for the Lease of District of Columbia Premises for use as a Long-Term Care Facility located at 2601 18th Street, NE, Washington, DC 20018 (Washington Center for Aging Services). Offers are due on by 5:00PM on July 1, 2009. If an offer to lease the WCAS is accepted by the District, Solicitation No DCBY-2009-R-0001 may be cancelled prior to the due date for proposals."

C.1.1 Applicable Documents

Document Type	Title	Date
Code of Federal Regulations, Volume 42, Part 483	Public Health, Requirements for Long-term care Facilities	October 1, 2003
Code of Federal Regulations, Volume 45, Parts 160 and 164, Subparts A and E	Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 42 U.S.C. 1320d et esq	
22 D.C. Municipal Regulations	Public Health and Medicine, Chapter 32 Nursing Facilities	January 27,1995, 10/12/01 (42 DCR 567), as amended

District Law 6-108, D.C. Official Code 44-1001.01 et seq.	The Nursing Home and Community Residence Facility Residents' Protection Act of 1985	1986, as amended 10/12/01 (49 DCR 473); Further amended: 49 DCR 3696, 6824
District Law 5-48, D.C. Official Code 44-501-509	The Health Care and Community Residence Facility Hospice and Home Care Licensure Act of 1983	1984, as amended
29 D.C. Municipal Regulations	Reimbursement to Nursing Facilities by the D.C. Medicaid Program Chapter 9, Sec.950	May 29, 1998, as amended December 10 & 17, 1999 46 DCR 10050,10173;50 DCR 5192;5194 (2003)
DC Official Code 44-552	Unlicensed Personnel Criminal Background Check	1999 as amended
29 D.C. Municipal Regulations	Conditions for Participation of Providers of Day Treatment Programs in the D.C. Medical Assistance (Medicaid) Program Chapter 7	May, 1987 as amended, 44 DCR 5490 (1997); 50 DCR 6702 (2003)

C.1.2 Definitions

C.1.2.1 **Administrator –** A person who is responsible for the day to day operation of the nursing facility and as a licensed nursing home administrator by the District of Columbia.

C.1.2.2 **Aging in Place –** This is a phenomenon in which long-term care individuals are choosing to remain in the area they in after retirement rather than move to a new community/long-term care facility.

C.1.2.3 **Aging Disability Resource Center (ADRC) –** promotes the integration of long-term care information and referral services, benefits and options counseling services, and access to publicly and privately financed services and benefits for those in need of long-term supports and their families.

C.1.2.4 **Client Service Tracking and Reporting System (CSTARS) -** is the D.C. Office on Aging's Client Service Tracking and Reporting System. OOA utilizes this automated client tracking system to monitor the performance of the grantees that we fund and their

progress in providing the number of service units projected for the year. This system also enables OOA to track the clients served by our grantees. CSTARS has a report function that enables OOA to verify invoice requests for payments from the grantees and generate other data useful in the preparation of local and federal reports of persons served and services provided.

C.1.2.5 **Clinical Training Site:** The Washington Center for Aging Services serves as a clinical training site for students of various disciplines, including but not limited to students training as geriatric nursing assistants, registered nurses, licensed practical nurses, social workers and administrators-in-training.

C.1.2.6 **Dialysis Program:** A program that includes the process of cleansing the blood by passing it through a special machine. Dialysis is necessary when the kidneys are not able to filter the blood. Dialysis allows patients with kidney failure a chance to live productive lives.

C.1.2.7 **Discharge Plan –** A highly detailed plan that is developed by nursing home staff and other individuals that carefully outlines the necessary steps/actions that will be taken to effective and successfully discharge a patient from the nursing home.

C.1.2.8 **Geriatric Day Treatment Program ("Center Care"):** A program that provides supervision, therapy, recreational and social services for participants 60 years of age or older, in a medically supervised setting five days per week.

C.1.2.9 **In House Nursing Pool:** Certified Nursing Assistants, Licensed Practical Nurses and Registered Nurses who have agreed to work at the center on an as needed basis to fill in for the center's permanent nursing staff.

C.1.2.10 **Licensed Medicaid and Medicare Certified Facility:** A nursing facility that has met the required District DCMR regulations for licensure and the federal conditions for participation in the Medicare and Medicaid programs.

C. 1.2.11 **Medicaid Provider Agreement:** An agreement between a provider of a Medicaid service and the D.C. Department of Health Care Finance setting forth the responsibilities of each party relative to the provision of and payment for services provided to Medicaid beneficiaries.

C.1.2.12 **Money Follows the Person (MFP) Initiative**: a system of flexible-financing for long-term services and supports that enables available funds to move with the individual to the most appropriate and preferred setting as the individual's needs and preferences change. This approach has two major components. One component is a financial system that allows Medicaid funds budgeted for institutional services to be spent on home and community services when individuals move to the community. The second component is a facility transition program that identifies and assists consumers in institutions (nursing homes, intermediate care facilities for persons with mental retardation, and psychiatric hospitals) who desire to transition to the community and live in a least restrictive setting.

C.1.2.13 **Nursing Home Compare** – A federal website/tool that is managed by the Centers for Medicare & Medicaid Services (CMS) and has detailed information about every Medicare and Medicaid-certified nursing home in the country. The website encompasses a Five-Star Quality Rating System that was created to help consumers, their families, and caregivers compare nursing homes more easily and help identify areas about which you may want to ask questions.

C.1.2.14 **Nursing Facility (the "Center"):** A licensed Medicare and Medicaid certified nursing facility with 259 beds which includes 31 skilled nursing and 228 nursing facility beds in accordance with federal and District laws and regulations named the Washington Center for Aging Services.

C.1.2.15 **Person-Centered Care:** Person-centered care is a philosophical approach to nursing home care that honors and respects the voice of elders and those working closest with them. It involves a continuing process of listening, trying new things, seeing how they work, and changing things in an effort to individualize care and de-institutionalize the nursing home environment.

C.1.2.16 **Participants:** The elderly who participate in the Center Care program.

C.1.2.17 **Residents:** The elderly who reside at the Washington Center for Aging Services and receive nursing facility services.

C.1.2.18 **Respite Care Program:** Services that are offered in the nursing facility on a short term basis to provide caregivers a short term respite from their caregiver responsibilities. Respite care is generally provided for a minimum of two weeks and a maximum of six weeks, but requests for other time periods may be accommodated.

C. 1.2.19 **Senior Service Network:** The organizations funded by the Office on Aging to provide direct services to elderly Washingtonians.

C. 1.2.20 **Skilled Nursing:** A level of care provided in a licensed nursing facility that must be given or managed by licensed health care professionals under the general direction of a doctor.

C. 1.2.21 **Special Care Unit:** Twenty- one (21) of the center's 259 licensed and Medicare and Medicaid certified nursing facility beds, located in the first floor blue unit that serve elderly clients suffering from some form of dementia.

C. 1.2.22 **Unusual Incident:** A situation that occurs beyond the routine operation of services that affects the health and well being of the residents or staff and requires the notification of the Department of Health, Health Regulation Administration or emergency personnel in such agencies as Adult Protective Services, the Metropolitan Police Department or the D.C. Fire and Emergency Medical Services Department.

C.2 BACKGROUND

The OoA, located in the Executive Office of the Mayor, is the District of Columbia State and Area Agency on Aging. The mission of the OoA is to develop and implement a comprehensive system of services to meet the needs of the District's elderly citizens 60 years of age and older. This is accomplished through a Senior Service Network of community not-for- profit organizations funded by the OoA.

In early 1981 the District of Columbia purchased the Center, formerly the National Lutheran Home, which is operated by a health care management corporation. Since the District purchased the Center, the OoA has developed a number of programs for seniors in the Center and on its campus.

Three staff residences on the Center's campus were converted into three group homes for the elderly. The Center and the homes, operated by the Christian Communities Group Homes Board, Inc., give priority admission status to each other's residents.

The Center campus is also host to the Washington Elderly Handicapped Transportation Service (WEHTS) and the Model Cities Wellness Center. WEHTS has an office in the Center and its buses are parked in an enclosed area behind the Center. The Wellness Center is housed in its own building on the grounds of the Center. It provides nutrition, health promotion, social and recreational services to older people residing in the surrounding community. These programs are operated by the ---- Barney Senior Services and Family and Child Services, respectively, under grants from the OoA.

The Center is licensed and Medicaid and Medicare certified to provide nursing facility care to 259 residents (31 skilled nursing and 228 nursing facility beds including 21 special care beds for residents with dementia and two respite care beds), 24 hours a day, 7 days per week. The skilled beds are located on the second floor in the green section and the special care unit is located on the first floor in the blue section.

The Center is comprised of four sections, each with three floors and a basement, all comprising a total of 162,028 square feet. The Center has nine nursing stations. The sections of the Center, all color coded, include the Main Building (part blue, part orange) the Maryland Wing (blue), the Pennsylvania Wing (orange), and the East Wing (green). The oldest section of the Center, the Main Building, was built in 1914 and the newest section, the East Wing, was built in 1965. The Center has been totally renovated. The last phase of the project was completed in early 1994.

Medical services are currently provided to the Center residents by faculty physicians from Howard University. Students from several training institutes and District of Columbia universities are involved in the provision of medical, nursing, dental, therapeutic, social and recreational services at the Center.

In keeping with the philosophy of the Center to make it an integral part of the community, common areas are open to OoA grantees, the Commission on Aging and civic and community groups for meetings. The Center is also the site where many OoA training sessions are conducted for Senior Service Network personnel. In addition to the various training sessions, center meetings and cultural activities, volunteers visit the Center every month including Long-Term Care Ombudsman Advocates.

All of the operating expenses of the nursing facility shall be covered by the revenue generated from Medicare, Medicaid and resident payments. There is no OoA subsidy for these services.

The Geriatric Day Treatment Program (Center Care) is a city- wide Medicaid certified program specializing in serving older people with dementia with a capacity to serve 55 older people five days per week. Center Care has a contract to provide day treatment services to clients referred to the program by the Veterans' Administration (VA). Center Care's operating expenses are covered by Medicaid, the VA, and participant contributions. The Center Care is located on the lower level of the Center.

Also, on the lower level is space to incorporate an on-site nursing home dialysis program. Just like many other nursing homes, WCAS provides care to some patients who need dialysis treatment in order to live. Only one nursing home in the District currently offers dialysis treatment in-house although the benefits are evident. OoA would like for WCAS facility to be the next nursing home to offer this service to its residents. The overall goal is to create a comprehensive system of services that meet the continuum of care needs of District residents 60 and older. By doing so, OoA recognizes the benefits to the patients and their family members.

C.3 REQUIREMENTS

C.3.1 Specific Requirements:

(CLIN 0001) - Nursing Facility

C.3.1.1 The Contractor shall manage and operate a licensed Medicaid- and Medicare- certified nursing facility (the "Center") which includes providing services for up to 259 residents (31 skilled nursing and 228 nursing facility beds). The Contractor shall maintain the following programs at the Center:

C.3.1.2 The Contractor shall maintain two of the Center's 259 nursing facility beds for respite care to accommodate requests from caregivers in the community who wish to place their family members in the facility for a short period of time to obtain relief from their caregiver's responsibilities. The Contractor shall have respite care for a minimum of two weeks and a maximum of six weeks, but requests for other time periods may be accommodated.

C.3.1.3 The Contractor shall provide a Special Care Unit where twenty-one (21) of the Center's nursing facility beds located in the first floor blue unit shall be designed for residents with dementia. The staff assigned to this unit shall be specially trained in working with demented residents and follow best practice approaches in working with this population.

C.3.1.4 The Contractor shall ensure that medical services shall be provided by the faculty of the Howard University Hospital in accordance with the Federal and District laws and regulations as specified in section C.1.1 Applicable Documents.

C.3.1.5 The Contractor shall provide dental services to the residents when services are prescribed by the physician in the resident's plan of treatment. These dental services should also include preventive and emergency care.

C.3.1.6 The Contractor shall provide Hospice services to residents when end of life treatment is required. This service is currently being provided through Community Hospices.

C.3.1.7 The Contractor shall provide personal laundry to residents on an "as needed" basis, when residents or their responsible parties are unable to tend to their personal laundry. The Center has its own laundry facilities.

C.3.1.8 The Contractor shall provide security coverage twenty- four hours per day, seven days a week. These services include the monitoring of all security equipment, the wander care system (which sounds door alarms and locks doors when disoriented residents attempt to leave a unit), and the facility's fire alarm system. In addition security will monitor all people leaving and entering the building as well as the residents as they come to and from family visits and medical appointments.

C.3.1.9 The Contractor shall provide an in-house nursing pool to supplement the Center's permanent nursing staff when necessary. The in-house nursing staff shall include licensed and registered nurses, as well as certified geriatric nursing assistants.

C.3.1.10 The Contractor shall ensure that the Center's Administrator holds open staff meetings each month for all shifts of employees to facilitate ongoing communication between staff and management. Minutes of meetings should be posted in place accessible to the public.

C.3.1.11 The Contractor shall ensure that the Administrator provides weekend and holiday administrative and department head coverage on a rotating basis.

C.3.1.12 The Contractor shall provide a resident fund management system for residents' personal funds. The resident fund management system will allow residents to earn interest on their personal funds and receive periodic bank statements indicating the nature, date, and amount of each transaction and the balance. The Chevy Chase Bank is used by the Medicaid program to provide Resident Fund Management System services in the District.

C.3.1.13 The Contractor shall facilitate the movement of Center residents into other residential and service arrangements as their needs change.

C.3.1.14 The Contractor shall ensure that residents who enjoy pets have the opportunity to do so at the Center. This shall be accomplished by: (a) using volunteer projects such as Pets on Wheels, People Animals Love and Companion Pets which send volunteers with their pets to visit residents; and (b) allowing other volunteers as well as staff and family members to bring their pets into the facility, once their pets have been cleared and vaccinated for such visitation by a veterinarian.

C.3.1.15 The Contractor shall provide an environment that promotes the physical, social and emotional well-being of residents and ensure that their property and civil rights are respected and protected. It is essential that the Contractor encourage Center residents to exercise control over their own lives as well as over the environment in which they reside by

incorporating best industry practices into the philosophy and daily operation of the facility. The Eden Alternative and the Pioneer Project are examples of a philosophy of care that improves the quality of life for nursing facility residents.

C.3.1.16 The Contractor shall conduct staff orientation and training that will include one of the above or similar philosophies and the methods for putting it into daily practice. As part of the staff orientation/training, the Contractor shall assist in enrolling employees in the DC Alliance in the event health benefits are not offered by the Contractor or if the employee is not eligible for the employer-based health plan.

C.3.1.17 The Contractor shall engage in activities with employees, family members, volunteers, members of the Senior Service Network and various government agencies to promote the interaction between the residents and the community at large.

C.3.1.18 The Contractor shall support the Residents Council at the Center and ensure participation of Center residents in the District wide council of nursing home residents. The Residents' Council is comprised of Center residents who participate in monthly meetings attended by social service staff and representatives from the other departments at the Center to discuss resident concerns and make recommendations to staff about recreational and social activities they would like the Center to arrange. The Residents' Council elects officers, who represent the Center at the District wide council of nursing home residents, which meets periodically at different homes throughout the District.

C.3.1.19 The Contractor shall convene and provide support to the Family Council which works towards improving the quality of care and life of their family members residing at the center. The members of the Family Council provide support to one another, and work towards improving the quality of care and life of their family members residing at the Center. All family members of nursing home residents may attend. The Contractor shall convene a meeting of all family members at least quarterly.

C.3.1.20 The Contractor shall maintain and support the Washington Center for Aging Services Resident Community Advisory Board which provides support to the center through fund-raising, volunteer recruitment, and special events. The Board is a non-profit corporation which advises the Administrator of the Center on quality assurance issues, promotes community involvement, develops fund raising strategies and events and advises on long range planning affecting the facility and residents.

C.3.1.21 The Contractor shall publish and distribute a newsletter which serves to link the Center with the general community and provides a forum for information sharing. The newsletter shall be published at least quarterly and distributed to center residents, family members, Family Council members, Community Advisory Board members, volunteers, the Senior Service Network, the DC Commission on Aging, the City Council and other governmental and private agencies. The Newsletter circulation is approximately 500 copies per quarter.

C.3.1.22 The Contractor shall publish and distribute a quarterly newsletter to Center employees reporting information of benefit to employees. The employee newsletter has a circulation of 400 copies per quarter.

C. 3.1.23 The Contractor shall accommodate requests from the Senior Service Network, Commission on Aging and other public groups for meeting and training space at the Center.

C.3.1.24 The Contractor shall comply with HIPAA policies and procedures and reporting requirements as established by the District's Privacy Official, DC Office of Healthcare Privacy and Confidentiality in accordance with Section H.24.

C.3.1.25 The Contractor shall enter into agreements with training institutes and institutions of higher education to serve as a clinical training site for students of various disciplines, including but not limited to students training as geriatric nursing assistants, licensed practical nurses, registered nurses, social workers and administrators in training after receiving approval from the Contracting Officer's Technical Representative (COTR).

C.3.1.25.1 The Contractor shall agree to allow the use of the Center for clinical training on an equal basis for all educational institutions, under terms and conditions acceptable by the COTR.

C.3.1.25.2 The Contractor's representative, authorized by the District, may sign agreements with institutions sponsoring clinical students. The agreements shall provide that the institutions shall obtain insurance coverage for such students adequate to the needs of the District and the Contractor.

C.3.1.25.3 The Contractor shall require in the agreements that the institutions shall indemnify and save harmless the District and all its officers, agents and servants against any and all claims of responsibility arising from or based on, or as a consequence of or result of, any act, omission or default of the institution, its students, employees, or subcontractors.

C.3.1.25.4 The Contractor shall include in agreements a provision which notifies the institution that an agreement is a nonexclusive agreement for clinical training at the facility.

C.3.1.25.5 The Contractor shall have all agreements for clinical training approved in writing by the COTR prior to the start of the training.

C.3.1.25.6 The Contractor shall provide space in the facility for clinical training on an equal basis for all educational institutions, under the terms and conditions acceptable to the District, and subject to the written approval of the COTR.

C.3.1.25.7 The Contractor shall ensure continuous yearly staff training seminars including person-centered care philosophies and techniques, discharge and transfer rights, and federal and local quality initiatives and standards.

C.3.1.25.8 The Contractor shall enter client service data for the adult day care program as well as persons served in the Center into the Customer Service Tracking and Reporting System (CSTARS). The Contractor shall have a functioning computer with the latest updates (i.e. Windows XP or Vista) and internet browser along with access to the internet. The Contractor shall appoint an employee(s) to attend CSTAR's training that shall be responsible for entering information into the database and make sure all updates are installed. The Contractor shall contact the COTR to schedule CSTARS training that will be provided by OoA.

C.3.2 (CLIN 0002) - Geriatric Day Treatment Program (Center Care)

C.3.2.1 The Contractor shall manage and operate a Medicaid certified Geriatric Day Treatment Program ("Center Care") for up to 55 elderly participants, 60 years or older in accordance with the Conditions of Participation for Provider of Day Treatment Programs in the District of Columbia Medical Assistance Program (Medicaid) included in Section C.1.1 - Applicable Documents.

C.3.2.1.1 The Contractor shall continue the current agreement or enter into an agreement with the Veterans' Administration (VA) to maintain the project as an approved VA day treatment program. Under this agreement, Center Care provides care for VA clients in exchange for an agreed upon rate of reimbursement.

C.3.2.1.2 The Contractor shall convene Center Care's support group for caregivers which will meet monthly. The support group is comprised of the family members or caregivers of participants of the Center Care Program. The group meets to provide support to one another and to learn more about dementia and how to cope with the stress and demands of being a caregiver. The support group is convened by the Director of Center Care who in consultation with the group members develops the meeting agenda and arranges for speakers to meet with the group.

C.3.3 Dialysis Program

C.3.3.1 The Contractor, along with Office on Aging ("OoA"), shall explore the feasibility (of incorporating a nursing home dialysis program. The Dialysis Center would be on-site at the nursing home and provide patients and their family members a significant improvement in their quality of life. The patients would be able to enjoy the convenience of dialyzing on-site at the nursing home without the stress of traveling to and from outpatient clinics, and the interruption of daily routines for medication, meals, and therapy.

C.3.3.2 If the prospective dialysis contractor and OoA deem it feasible then the dialysis program will be implemented and there will be no costs to the nursing home contractor for the dialysis portion. The cost will be the responsibility of either OoA or the dialysis vendor.

C.4 GENERAL

C.4.1 The Contractor shall be responsible for the overall management of the building, campus and the services required by this contract.

C.5 Quality Assurance

C.5.1 The Contractor shall design a quality assurance plan within thirty (30) days of contract award to be approved by the COTR, that ensures that progress is being made to successfully carry out the applicable regulations, standards and policies in Section C.1.1, the services required in C.3, and incorporate the creation of an environment and operational plan for the physical, social and emotional well-being of residents, taking into consideration customer preferences.

C.5.2 The Contractor shall participate in Money Follows the Person Initiative if the Center has nursing home residents that are eligible and want to return to the community.

C.5.3 The Contractor must notify the Long-Term Care Ombudsman and ADRC at the time in which it has been decided to discharge a resident into the community to ensure the appropriate discharge plan is in place and the necessary steps have been followed. If the Contractor is having difficulty locating the proper resources or information, the Contractor should contact the ADRC for further assistance.

C.5.4 The Contractor shall maintain a minimum of a 4-star rating on the C CMS Nursing Home Compare website. If the rating falls below four stars, the Contractor's evaluation may be affected by this performance rating.

C.5.5 Contractor must publicly post staffing ratios per shift that meet or exceeds the District of Columbia's regulatory mandate.

C.6 Fiscal Requirements

C.6.1 The Contractor shall provide and perform the fiscal responsibilities of the Center. These responsibilities shall include but are not limited to the following:

C.6.1.1 The Contractor shall assist Center residents and Center Care participants in establishing eligibility for any benefits program to which they are entitled;

C.6.1.2 The Contractor shall act as the fiscal agent for the OoA in the billing, collection and accounting of all Medicaid, Medicare (including cost reports and electronic submission of Minimum Data Set), private- pay and other third- party payments for services provided on behalf of Center residents and Center Care participants, and any other revenue which may be generated from the operation of the facility and used for general operational expenses as well as for the capital, facility repair, equipment and renovation costs of the facility;

C.6.1.3 The Contractor shall manage the Center, Center Care and Dialysis program, if added, within the revenue generated through Medicare, Medicaid private pay, and resident payments. There is no OoA nor District of Columbia subsidy for these services;

C.6.1.4 The Contractor shall pay all operating expenses incurred, including utility bills in managing the Center and operating the two programs described in this contract;

C.6.1.5 The Contractor shall maintain an auditable program and financial accounting and reporting system as dictated by generally acceptable accounting practices for this type of facility;

C.6.1.6 The Contractor shall maintain an integrated automated payroll, accounts payable and receivable and general ledger system; and

C.6.1.7 The Contractor shall pay nursing home provider tax payments on time and remain in good standing with Office of Tax Revenue.

C.7 Plant and Equipment Maintenance and Replacement Requirements

C.7.1 The Contractor shall provide the following plant and equipment maintenance and replacement for the Center as needed:

C.7.1.1 The Contractor shall perform routine and preventive maintenance of the Center and its campus which includes proper maintenance of the boiler, plumbing and electrical systems and grounds maintenance. These routine and preventive maintenance services exclude the two group homes, the community residence facility, Washington Elderly and Handicapped Transportation Services (WEHTS) and the Model Cities Wellness Center;

C.7.1.2 The Contractor shall obtain written authorization from the COTR before correcting major maintenance and repair problems; and

C.7.1.3 The Contractor shall identify and procure "capital equipment" ($500 or more per item or multiples of an item) following written authorization and funding from the COTR.

C.8 Renovation Requirements

C.8.1 The Contractor shall manage all aspects of renovation projects including but not limited to ensuring that the:

Scope of work to be performed is identified;
Architectural and design services are procured;
Construction bids are obtained;
Construction Contractors are procured;
Construction work is supervised;
Project is completed satisfactorily; and
Payments related to the renovation project are rendered and accounted.

C.8.2 All renovation projects must have prior written authorization and funding from the District.

C.9 Reports

C.9.1 The Contractor shall report any Unusual Incidents to the COTR within 24 business hours and submit a report on all Unusual Incidents electronically within 30 days.

C.9.2 The Contractor shall provide a Nursing Facility and Center Care Program Report to the COTR on the 30th of each month.

C.9.3 The Contractor shall provide a HIPPA Nursing Facility Status Report to the COTR on the 30th of each month.

C.9.4 The Contractor shall provide the Caregiver Service Log for Extended Day Care Hours to the COTR on the 30th of each month.

C.9.5 The Contractor shall provide the Performance Report for Nursing Facility, Day Care, Caregiver Support and Dialysis Center to the COTR annually by the 30th of September.

C.9.6 The Contractor shall provide Statements of Expenses and Revenue for the Nursing Facility to the COTR on the 30th of each month.

C.9.7 The Contractor shall provide an audit report for the Washington Center for Aging Services' Resident Community Advisory Board, Inc. to the COTR bi-annually by the 30th of April and September.

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C.9.8 The Contractor shall provide an audit report for the Nursing Facility and Center Care to the COTR annually by the end of September.

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C.9.9 The Contractor shall provide a Medicare & Medicaid Cost Report for the Nursing Facility, Center Care and the Dialysis Center to the COTR annually by the 30th of March.

C.9.10 The Contractor shall provide a Capital Accounting Report ($500.00 or more per item or multiples of an item) to the COTR bi-annually by the 30th of April and September.

C.9.11 The Contractor shall provide a property Inventory list to the COTR annually by the 30th of September.

C.9.12 The Contractor shall provide copies of the District & Federal Survey reports on the Nursing Facility and Center Care to the COTR upon completion.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

E.2 INSPECTION

E.2.1 The Contractor shall permit on-site inspection of program facilities, records and internal utilization review documentation by designated OoA staff or persons authorized by them, and shall permit direct observation of services and residents on an as needed basis.

E.2.2 The Contractor must produce results from evaluations and inspections from Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and/or Commission on Accreditation of Rehabilitation Facilities (CARF) to OOA staff to review for internal improvements.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES (Base Year and Option Years One (1) through Four (4) All Deliverables referenced in Section G.9 shall be delivered to the COTR

F.4.1 DELIVERABLES

CLIN	Deliverables	Quantity	Format/Method of Delivery	Due Date
0001, 0002, 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002,	Unusual Incident Report	1	Electronic copy	Call within 24 business hours of incident and submit the Electronic Copy within 30 days.
0001, 0002, 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002,	OoA Monthly Nursing Facility and Center Care Program Monthly Report	1	Electronic copy	On the 30th of each Month
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Monthly HIPAA Nursing Facility Status Monthly Report	1	Electronic copy	On the 30th of each Month.

0002, 1002 2002, 3002 4002	Caregiver Service Log for Extended Day Care Hours Monthly Report	1	Electronic Copy	On the 30th of each Month
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Annual Performance Report for Nursing Facility, Day Care and Caregiver Support	1	Electronic Copy	30th of September
0001, 1001, 2001, 3001, 4001	Monthly statements of Expenses and Revenue for the Nursing Facility	1	Electronic Copy	On the 30th of each Month
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Annual Audit for the Washington Center for Aging Services Resident Community Advisory Board, Inc.	3 copies to the OoA and copies to the IRS as required	Electronic Copy	On the 30th of April and September
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Annual Audit for the Nursing Facility and Center Care	3 copies of each to OoA and copies to Department of Health Care Finance as required.	Electronic Copy	by the 30th of September
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Annual Medicare & Medicaid Cost Report for the Nursing Facility and Center Care	2 copies of each to the OoA and copies to Department of Health Care Finance as required	Electronic Copy	by the 30th of March
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Annual Capital Accounting ($500 or more per item or multiples of an item)	1	Electronic Copy	by the 30th of April and September
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	District and Federal survey reports for nursing facility and Center Care	1	Electronic Copy	Due as they are completed.
0001, 1001 2001, 3001 4001	Agreement for Clinical Training with Sponsor Institution	1	Electronic Copy	Due as the agreements are drafted
0001, 1001 2001, 3001 4001	Quality Assurance Plan	1	Electronic Copy	Within 30 days of award
0001, 0002 1001, 1002 2001, 2002 3001, 3002 4001, 4002	Annual Property Inventory List	1	Electronic Copy	by the 30th of September

F.3.1 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor shall not be paid.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Mr. Sam Gawad
Chief Operating Officer
Office on Aging
441 4th Street, NW
Suite 900S
Washington, DC 20001
Telephone: 202-724-5622

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The District will pay the Contractor in accordance with the approved payment schedule.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to SubContractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subContractor under a contract:

a) Pay the subContractor for the proportionate share of the total payment received from the District that is attributable to the subContractor for work performed under the contract; or
b) Notify the District and the subContractor, in writing, of the Contractor's intention to withhold all or part of the subContractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subContractor or supplier interest penalties on amounts due to the subContractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subContractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subContractor relating to the amounts or entitlement of a subContractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Jean Wright
Office of Contracting and Procurement
64 New York Ave., NE, Room 6118
Washington, DC 20002
Telephone: 202-671-4463

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Camile Williams
Long-Term Care Coordinator
Office on Aging
4414th Street, NW, Suite 900S
Washington, DC 20001
Telephone: 202-727-8365

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2104, Rev. 10, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subContractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the

Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  (a) Name;
  (b) Social Security number;
  (c) Job title;
  (d) Hire date;
  (e) Residence; and
  (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subContractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subContractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 CONFLICT OF INTEREST

H.9.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of l985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

H.9.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.10 GOVERNMENT RESPONSIBILITY

H.10.1 Provide the facility.

H.10.2 Approve the replacement of the incumbents in the positions of Key Personnel listed in Section L.22.

H.10.3 Approve expenditures for major maintenance and repair, renovation and capital equipment ($500 or more per item or multiple of an item) based on the submission in advance of a capital approval request.

H.10.4 Approve expenditures for renovation projects as related to Section C.8

H.10.5 Execute through OoA the required Center's Provider Agreement for participation in the Medicaid program.

H.10.6 Operate the group homes, community residence facility, Washington Elderly Handicapped Transportation Services (WEHTS), and the Wellness Center on the grounds of the Center under separate contracts.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 Maintain and update an automated inventory of all District property.

H.11.2 Mark or tag all District property to clearly indicate its ownership.

H.11.3 Maintain a system to control, protect, preserve and maintain all District property.

H.11.4 Maintain a system to dispose of District property when necessary subject to the approval of the COTR; and

H.11.5 The Contractor shall deposit to the District‘s account, or credit against monthly invoices any funds received, as the COTR may direct, as a result of agreements for clinical training or space utilization.

H.11.6 The Contractor shall establish a capital account for excess revenue. All excess revenue should be transferred to the capital improvement/leasehold to ensure all gains are accurately counted therefore.

H.12 CONTRACTOR'S LIABILITY FOR NONPERFORMANCE

H.12.1 If the Contractor fails to comply with licensure and certification requirements for Medicaid and Medicare, or other applicable laws for which fines may be levied for noncompliance, the Contractor will be responsible for paying any financial penalties arising from such noncompliance.

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.13.1 The key personnel specified in Section L.22 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel in these positions for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer of any proposed substitutes of key personnel.

H.14 MEDICAID PENALTIES

H.14.1 The facility is licensed as a nursing home and qualified for Medicaid and Medicare reimbursement. Failure of the Contractor to maintain licensure requirements as mandated by Medicaid Reimbursement Title XIX of the Social Security Act, 42 Code of Federal Regulations, shall be cause for termination of contract.

H.14.2 CMS, U.S. Health and Human Services (HHS), or the District may impose civil monetary penalties for the number of days a facility is not in substantial compliance with one or more participation requirement, regardless of whether or not the deficiencies constitute immediate jeopardy to resident health or safety. CMS or the District may impose civil money penalties for the number of days of past noncompliance since the last standard

survey, including the number of days of immediate jeopardy. The District may recoup from the Contractor any and all disallowable assessments by the Federal Government against the WCAS, which results from the Contractor's acts or failure to act appropriately.

H.15 CONTRACTOR'S ACCOUNTING SYSTEM

H.15.1 The Contractor shall maintain an accounting system accessible for the purpose of an audit and examination of any books, documents, papers, and records maintained in support of this contract.

H.15.2 All funds collected or disbursed under this contract shall be fully accounted for separately and independently of any other funds of the Contractor. The Contractor shall establish and maintain separate ledgers and checking accounts for its program wherein funds shall be clearly identifiable. Contractor shall not make loans to employees with District funds.

H.15.3 There shall not be any co-mingling of funds received under this contract with funds not received under this contract.

H.15.4 An invoice signed by the Contractor's authorized representatives shall support all disbursements of funds.

H.15.5 The Contractor shall safeguard the personal funds of the residents, providing the residents with small amounts of money if requested, and depositing the funds not needed for every day personal expenses in accordance with Omnibus Budget Reconciliation Act regulations.

H.16 AUDIT REQUIREMENTS

H.16.1 Upon concurrence from the Contractor shall obtain the services of an independent Certified Public Accountant to perform Financial and Compliance Audits of the Center and Center Care.

H.17 AUDITING STANDARDS

H.17.1 The examination of financial records shall be made in accordance with generally accepted auditing standards as included in: (1) Statements on Auditing Standards, published by the American Institute of Certified Public Accountants, and (2) Standards for Governmental Organizations, Programs, Activities, and Functions (Standards), published by the United States General Accounting Office (GAO).

H.18 COMPLIANCE AUDIT

H.18.1 The examination of compliance with applicable laws and regulations that could materially affect the financial statements shall be made in accordance with the auditing standards of cognizant agency in accordance with: (1) the GAO Standards, (2) the Office of Management and Budget Circular A-102, Compliance Supplement for Single Audits of State and Local Governments, and (3) the Office of Management and Budget Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

H.19 AUDIT PERIOD

H.19.1 The audit shall cover the entire contract period.

H.20 REPORTING REQUIREMENTS

H.20.1 Three (3) copies of the completed audit shall be submitted to the COTR by the end of September of each year.

H.20.2 The audit report shall provide for a statement of revenue and expenditures for the program.

H.21 RETENTION OF WORK PAPERS

H.21.1 The Contractor shall require its auditor to retain its work papers for a period of three (3) years after all contractual requirements have been met. Work papers shall be made available for review by the government or its authorized representatives.

H.22 EXIT CONFERENCE

H.22.1 The selected auditor shall conduct an exit conference upon completion of the audit with the Contractor and COTR and submit a copy of the audit report to the COTR no later than the end of March of that year.

H.23 TRAINING AND STAFFING

H.23.1 The Contractor shall provide at a minimum one job orientation session for all staff members at the beginning of their employment. The orientation shall include, but not limited to identification of services to be provided under this contract, identification of the performance requirements, identification of the organization's administrative procedures, program goals, policies, alternative nursing home programs, culture change, mental health crisis de-escalation techniques, new nursing home technology and tools to be identified and introduced to the organization's administrative procedures and practices to be adhered to under this contract.

H.23.2 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each discrete aspect of Contractor's performance.

H.23.3 If there are any projected changes after the effective date of the contract to staffing pattern(s), job descriptions or personnel, the Contractor shall submit the changes in writing at least two weeks in advance to the COTR for approval.

H.24 <u>HIPAA Privacy Compliance</u>

(1) Definitions

(a) *Business Associate.* "Business Associate" shall mean [Insert Name of Contractor].

(b) *Covered Entity.* "Covered Entity" shall mean [Insert Name of District of Columbia Agency].

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

   (i) The medical records and billing records about individuals maintained by or for a covered health care provider;

   (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

   (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subContractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subContractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses

and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____
With _____(Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subContractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subContractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 <u>INSURANCE</u>:

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized

representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $2,000,000 limits per occurrence and $5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non- contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

   Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $2,000,000 limits per occurrence and $5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a $2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

   Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $1,000,000 per accident for injury; $1,000,000 per employee for disease; and $1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: $5,000,000 per occurrence, with the District of Columbia as an additional insured.

6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of $2,000,000 per occurrence for each wrongful act and $2,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

7. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of $1,000,000 per occurrence for each wrongful act and $1,000,000 per aggregate for each wrongful act.

B. DURATION. Except as proved in I.8.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.11.1.1 Furnish phase-out, phase-in (transition) training; and

I.11.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the Contracting Officer's written notice:

I.11.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.11.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.11.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.11.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.11.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.12 CONTRACTS IN EXCESS OF $1 MILLION DOLLARS

Any contract in excess of $l,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2104, Rev. 10, dated May 26, 2009

J.1.2 Monthly Program Report

J.2 INCORPORATED ATTACHMENTS ***(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)***

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

J.2.5 Past Performance Evaluation Form

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

_____
_____
_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

__ a corporation incorporated under the laws of the State of: _____
__ an individual,
__ a partnership,
__ a nonprofit organization, or
__ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

__ an individual,
__ a joint venture, or
__ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror_____Date_____

Name_____Title_____

Signature_____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed suboffers. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

_____

_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices
(ii) the intention to submit a contract, or
(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. ***(insert solicitation number, title and name of offeror)".***

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3 TECHNICAL PROPOSAL

L.3.1 The Offeror shall submit a detailed outline of the proposed program for accomplishing the requirements of Section C and an explanation of the creative approaches to be used as outlined below. Reference any special techniques, skills, or abilities that the offeror considers critical to accomplish the requirements outlined in this Request for Proposal.

Proposals shall be organized and presented in the following four (4) separate sections:

Section 1 – Technical Approach
Section 2 – Technical Expertise
Section 3 – Past Performance
Section 4 – Attachments

L.3.1.1 **Section 1 - Technical Approach**: The information requested in this section shall facilitate evaluation of the Offeror's technical approach in response to Section C. The contents of this section should convince the District that the Offeror understands the requirements, the ability to describe how the services will be delivered and creative approaches to be used. This section must include, but need not be limited to, the following information:

A. Nursing Facility- The offeror must describe how they will manage and operate a District licensed Medicaid and Medicare certified nursing facility for up to 259 residents.

B. Geriatric Day Treatment Program- The offeror must describe how they will manage and operate a Medicaid certified Geriatric Day Treatment Program ("Center Care") for up to 55 elderly participants 60 years or older.

L.3.1.2 **Section 2 - Technical Expertise**: The information requested in this section shall facilitate evaluation of the Offeror's technical expertise. Significant subfactors to be evaluated will include the Offeror's capacity to operate the nursing facility and the geriatric day care center. This section must include the following information:

A. The Offeror must provide an organization chart of their corporation indicating which corporate staff will be assigned to provide support to the staff at the Center. The organization chart should include the following :

Name and title;
Job description
Type of support to be provided;
The percentage of time to be spent on this contract and;
Resumes of staff.

B. The Offeror must provide documentation of the expertise, skills and experience of the Key Personnel in Section L.22.

L.3.1.3 **Section 3- Past Performance:** The information requested in this section shall facilitate evaluation of the Offeror's past performance and demonstrated success in services of this nature. Significant subfactors to be evaluated will include the Offeror's organization past experience. This section must include the following information:

A. Nursing Facility- The Offeror must list the nursing facilities operated during the past three years. The Offeror must submit the most recent licensure report and the most recent Medicaid and Medicare certification survey reports for each facility.

B. Geriatric Day Treatment Program - The Offeror must list the geriatric day care treatment programs operated by the Offeror during the past three years. The Offeror must submit the most recent Medicaid certification survey report, if operating in a jurisdiction which requires this service to be licensed, attach the most recent licensure report.

L.3.1.4 **<u>Section 4- Attachments</u>**: The Offeror shall provide in this section the following documents and pertinent information:

A. Solicitation, Offer and Award form;

B. Attachments J.2, J.4, J.5, J.6, J.7, J.9, and J.11 of this solicitation;

C. Representations and Certifications and other statements of the Offeror in Section K shall be completed and signed;

D. Legal status of Offeror as specified in Section L.18; and

E. Other pertinent information.

L.4 **Price Proposal -** The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal in response to Section B. The Offeror's price proposal will be evaluated separately from the Technical Proposal. At a minimum, this section must include the following information:

A. The Offeror shall submit a budget summary of the three services as well as a budget for each of the three CLIN'S described in Section B of this RFP. The Offeror shall provide their cost information on Attachment J.2.5.

L.5 **PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.5.1 **Proposal Submission**

Proposals must be submitted no later than **Thursday, September 17, 2009 by *2:00 PM (EST).*** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.5.2 **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 1:00pm on August 26, 2009 at ***441 4th Street, NW, Suite 700S, Washington, DC.*** Prospective offerors will be given an opportunity

to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.5.3 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.5.4 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.5.5 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.5.6 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than ***15*** days prior to the closing date and time indicated for this solicitation. An amendment to the solicitation will be

issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 64 New York Ave., NE, Room 6120, Washington, DC 20002; telephone number 202-671-4463, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).

L.8.2 Mark each sheet of data it wishes to restrict with the following legend:

> "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.9 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.10 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have

been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.11 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.13 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.14 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.16 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Jean Wright
Contracting Officer
441 4th Street, NW, Suite 700S
Washington, DC 20002
202-724-5194
Jean.wright@dc.gov

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.19.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or

certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.21 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.21.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.21.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.21.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.21.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.21.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.21.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.21.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.21.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination

of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

L.22 KEY PERSONNEL

L.22.1 The District considers the following positions to be key personnel for this contract:

Administrator
Medical Director
Director of Nursing
Director of Human Resources
Director of Center Care
Director of Finance
Director of Food and Nutrition Services
Manager of Environmental Services
Manager of Material Management
Director of Engineering
Director of Social Services
Director of Therapeutic Activities

L.22.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District’s needs in the manner most advantageous to the District, all factors considered.

M.3.1 The Technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Offeror is informed that these criteria will serve as the standard against which all prop significant sub factors which the Offeror should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.3.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in L.3 in accordance with the evaluations factors described below. The Offeror should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

M.4 EVALUATION FACTORS

M.4.1 The competitive source selection for this Request for Proposal will be based upon four (4) evaluation factors: technical approach; technical expertise; past performance and price. The manner in which each factor will be evaluated is described below.

M.4.2 FACTOR 1 – TECHNICAL APPROACH 40 points

The Offeror's technical approaches which are listed in order of significance will be evaluated based on the following sub factors:

A. Nursing Facility 35 points

Service Delivery – The offeror will be evaluated based on the methodology proposed in providing the programs and services related to the operation of the nursing facility described in Section C.

Knowledge of Nursing Facility Regulations – The offeror will be evaluated based on a demonstrated knowledge and understanding of the applicability of Federal and District regulations to the operation of the nursing facility.

Innovation and Best Practices – The offeror will be evaluated on ability to incorporate innovative and industry best practices in promoting the physical, social and emotional well-being of the residents while encouraging them to exercise as much control over their own lives and environment as possible as described in Section C.

B. Geriatric Day Treatment Program 5 points

Service Delivery – The offeror will be evaluated based on the methodology proposed in providing the services related to the operation of the geriatric day treatment program as described in Section C.

Knowledge of Day Treatment Regulations – The offeror will be evaluated based on a demonstrated knowledge and understanding of the District regulations for the operation of the day treatment program.

Innovation and Best Practices – The offeror will be evaluated on ability to incorporate innovative and industry best practices in the provision of day treatment services**.**

M.4.3 FACTOR 2 – TECHNICAL EXPERTISE 30 points

The offeror's technical expertises which are listed in order of significance will be evaluated based on the following subfactors:

Key Personnel - The offeror will be evaluated based on evidence that the key personnel proposed to fill the positions listed in Attachment J.9, possess the education, training and experience in their respective professional fields and in working with the elderly in nursing facility and geriatric day treatment settings where a majority of residents and participants suffer from memory impairments

Corporate Personnel – The offeror will be evaluated based on evidence that the offeror has a sufficient number of knowledgeable, experienced personnel allocated to spend the time necessary to support the center's staff in the performance of the contract requirements.

M.4.4 FACTOR 3- PAST PERFORMANCE 20 points

The Offeror's past performance, which is listed in order of significance, will be evaluated based on the following subfactors:

A. Nursing Facility 15 points

Demonstrated Success – The offeror will be evaluated on how well the offeror has performed in the past based on licensure and certification reports and reference checks with the contract officers listed in Attachment J.2.5

Demonstrated Experience – The offeror will be evaluated based on the offeror's experience in operating nursing facilities as described in Section C of the RFP.

B. Geriatric Day Treatment Program 5 points

Demonstrated Success – The offeror will be evaluated on how well the offeror has performed in the past based on licensure and certification reports and reference checks with the contract officers listed in Attachment J.2.5.

Demonstrated Experience – The offeror will be evaluated based on the offeror's experience in operating geriatric day treatment programs as described in Section C of the RFP.

M.4.2 PRICE CRITERIA (10 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{price of proposal being evaluated}} \times \text{weight} = \text{evaluated price score}$$

M.5 The scoring for each evaluation factor will be used in the District determination of whether the Offeror satisfies the requirements. The Technical Approach, Technical Expertise, Past Performance and Price are listed below. Price points are evaluated separately.

M.5.1

Technical Approach	0-40 Points
Technical Expertise	0-30 Points
Past Performance	0-20 Points
Price	0-10 Points
Preference Points	0-12 Points

M.5.2 PREFERENCE (12Points)

M.5.3 TOTAL (112Points)

M.6 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.7 Preferences for Certified Business Enterprises

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.7.1 Subcontracting Requirements

If the prime Contractor subcontracts any portion of the work under this contract, the prime Contractor shall meet the following subcontracting requirements:

M.7.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be

counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.7.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.7.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.7.2 <u>Application of Preferences</u>

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Contractors as follows:

M.7.2.1 Any prime Contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this RFP.

M.7.2.2 Any prime Contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.7.2.3 Any prime Contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.7.2.4 Any prime Contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.7.2.5 Any prime Contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.7.2.6 Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.7.3 <u>Maximum Preference Awarded</u>

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.7.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.7.5 <u>Vendor Submission for Preferences</u>

M.7.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.7.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB**,** to include a copy of all relevant letters of certification from the SLBOC; or

M.7.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.71.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.7.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7.6 <u>Subcontracting Plan</u>

If the prime Contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.7.1, the prime Contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.7.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.7.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.7.6.3 The names and addresses of all proposed subContractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.7.6.4 The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.7.6.5 A description of the efforts the prime Contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.7.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the subContractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.7.6.7 Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

M.7.6.8 A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and

M.7.6.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.7.7 <u>Compliance Reports</u>

By the 21st of every month following the execution of the contract, the prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.7.7.1 The dollar amount of the contract or procurement;

M.7.7.2 A brief description of the goods procured or the services contracted for;

M.7.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.7.7.4 Whether the subContractors to the contract are currently certified business enterprises;

M.7.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.7.7.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and

M.7.7.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.8.8 <u>Enforcement and Penalties for Breach of Subcontracting Plan</u>

M.8.8.1 If during the performance of this contract, the Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.8.8.2 In addition, the willful breach by a Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.9 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.9.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.9.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

ATTACHMENT J.1.1

Wage Determination No. 2005-2104, Rev. 10, dated May 26, 2009

WD 05-2104 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2104 Revision No.: 10 Date Of Revision: 05/26/2009

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.05
01012 - Accounting Clerk II		15.78
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.55
01040 - Court Reporter		19.95
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		16.94
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		13.92
01112 - General Clerk II		15.32
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.38
01191 - Order Clerk I		14.85
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		17.31
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.66
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.12
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.70
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.10
01410 - Supply Technician		28.55
01420 - Survey Worker		19.46
01531 - Travel Clerk I		12.92
01532 - Travel Clerk II		13.89
01533 - Travel Clerk III		14.92
01611 - Word Processor I		14.21
01612 - Word Processor II		16.65

01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
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	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04

12160 - Medical Record Clerk		16.06
12190 - Medical Record Technician		18.27
12195 - Medical Transcriptionist		18.77
12210 - Nuclear Medicine Technologist		34.18
12221 - Nursing Assistant I		10.47
12222 - Nursing Assistant II		11.77
12223 - Nursing Assistant III		13.02
12224 - Nursing Assistant IV		14.62
12235 - Optical Dispenser		20.17
12236 - Optical Technician		14.41
12250 - Pharmacy Technician		16.47
12280 - Phlebotomist		14.62
12305 - Radiologic Technologist		28.28
12311 - Registered Nurse I		26.73
12312 - Registered Nurse II		32.41
12313 - Registered Nurse II, Specialist		32.41
12314 - Registered Nurse III		38.98
12315 - Registered Nurse III, Anesthetist		38.98
12316 - Registered Nurse IV		46.73
12317 - Scheduler (Drug and Alcohol Testing)		19.75
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.86
13012 - Exhibits Specialist II		24.61
13013 - Exhibits Specialist III		30.09
13041 - Illustrator I		20.48
13042 - Illustrator II		25.38
13043 - Illustrator III		31.03
13047 - Librarian		30.80
13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		27.82
13058 - Library Technician		19.89
13061 - Media Specialist I		18.73
13062 - Media Specialist II		20.95
13063 - Media Specialist III		23.36
13071 - Photographer I		16.14
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		30.69
13110 - Video Teleconference Technician		19.35
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.54
14042 - Computer Operator II		20.74
14043 - Computer Operator III		23.12
14044 - Computer Operator IV		25.69
14045 - Computer Operator V		28.45
14071 - Computer Programmer I	(see 1)	25.43
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.54
14160 - Personal Computer Support Technician		25.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.71
15020 - Aircrew Training Devices Instructor (Rated)		43.84

15030 - Air Crew Training Devices Instructor (Pilot)	52.55
15050 - Computer Based Training Specialist / Instructor	34.39
15060 - Educational Technologist	32.75
15070 - Flight Instructor (Pilot)	52.55
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
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	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81

23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	14.27
23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33

27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.25
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	20.57
27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equpment Worker	9.24
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	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.00
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.86
30021 - Archeological Technician I	18.93
30022 - Archeological Technician II	21.11
30023 - Archeological Technician III	27.56
30030 - Cartographic Technician	27.56
30040 - Civil Engineering Technician	24.01
30061 - Drafter/CAD Operator I	19.89
30062 - Drafter/CAD Operator II	22.25
30063 - Drafter/CAD Operator III	24.80
30064 - Drafter/CAD Operator IV	30.52
30081 - Engineering Technician I	21.63
30082 - Engineering Technician II	24.29
30083 - Engineering Technician III	27.17
30084 - Engineering Technician IV	33.66
30085 - Engineering Technician V	41.16
30086 - Engineering Technician VI	49.81
30090 - Environmental Technician	24.92
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.56
30461 - Technical Writer I	21.84
30462 - Technical Writer II	26.70
30463 - Technical Writer III	32.31
30491 - Unexploded Ordnance (UXO) Technician I	24.15
30492 - Unexploded Ordnance (UXO) Technician II	29.22
30493 - Unexploded Ordnance (UXO) Technician III	35.03
30494 - Unexploded (UXO) Safety Escort	24.15
30495 - Unexploded (UXO) Sweep Personnel	24.15

30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.80
30621 - Weather Observer, Senior	(see 2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		13.02
31030 - Bus Driver		18.95
31043 - Driver Courier		12.71
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		14.69
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		14.69
31362 - Truckdriver, Medium		17.18
31363 - Truckdriver, Heavy		18.42
31364 - Truckdriver, Tractor-Trailer		18.42
99000 - Miscellaneous Occupations		
99030 - Cashier		10.03
99050 - Desk Clerk		11.58
99095 - Embalmer		23.05
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician		31.73
99410 - Pest Controller		16.01
99510 - Photofinishing Worker		12.75
99710 - Recycling Laborer		16.82
99711 - Recycling Specialist		20.65
99730 - Refuse Collector		14.91
99810 - Sales Clerk		12.09
99820 - School Crossing Guard		13.43
99830 - Survey Party Chief		21.94
99831 - Surveying Aide		13.63
99832 - Surveying Technician		20.85
99840 - Vending Machine Attendant		14.43
99841 - Vending Machine Repairer		18.73
99842 - Vending Machine Repairer Helper		14.43

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 $3.35 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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

ordance, (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 ordance, 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 ordance, 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(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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 J.1.2

Monthly Program Report

Washington Center for Aging Services (WCAS) Monthly Program Report

Reporting Period: Month/Year: _____

CMS Rating: _____

Section A.

1) Operational Beds: _____

   Skilled Beds: _____ Nursing Facility Beds: _____ Respite Beds: _____

2) Percentage of overall occupancy: _____

Section B.

1) Number of New Admissions: _____

Skilled Care:	_____	Medicare:	_____
Nursing Facility:	_____	Medicaid:	_____
Private:	_____	Private Pay:	_____
MCO:	_____	Applied for Medicaid:	_____
Respite:	_____		
Hospice:	_____		

2) Number of Re-admissions: _____

   Hospital: _____ Skilled Care NSG:_____ NSG Facility Care: _____

Section C.

1) Number of Days of Care: _____

   In-House: _____ New: _____ Readmit: _____

   Bed Hold: _____ Leave of Absence: _____

2) Total Billable Days: _____

3) Number of residents exceeding 24 days of therapeutic leave: _____

4) Number of residents receiving the following services:

   Physical Therapy: _____ Occupational Therapy: _____ Podiatry: _____

   Speech Therapy: _____ Dental Treatment: _____ Dialysis Treatment: _____

5) Number of Unusual Incidents: _____

6) Number Discharged: _____

   Hospital: _____ Nursing Home:_____ Home (with family/friends):_____

   MFP:_____ Deaths: _____ Other: _____

7) Number of ADRC/LTC Ombudsman Assisted Discharges: _____