

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

**DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS**

March 2007

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

STANDARD CONTRACT PROVISIONS
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1. Covenant Against Contingent Fees:

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

2. Shipping Instructions – Consignment:

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

3. Patents:

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

4. Quality:

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

5. Inspection Of Supplies:

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

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

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

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

6. Inspection Of Services:

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

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

7. Waiver:

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

8. Default:

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

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

9. Indemnification:

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

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

10. Transfer:

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

11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

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

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

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children's Center – Exemption No. 4648

c) Deliveries to other District Departments or Agencies – Exemption No. 09339

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

12. Appointment of Attorney:

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

13. District Employees Not To Benefit:

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

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

14. Disputes:

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

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

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

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

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

C. Claims by the District against a Contractor

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

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

15. Changes:

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

16. Termination For Convenience Of The District:

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

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

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

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

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

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

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

17. Recovery Of Debts Owed The District:

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

18. Retention and Examination Of Records:

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

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

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

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

19. Non-Discrimination Clause:

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

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

20. Definitions:

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

21. Health And Safety Standards:

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

22. Appropriation Of Funds:

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

23. Buy American Act:

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

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

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

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

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

24. Service Contract Act of 1965:

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

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

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

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

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

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

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

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

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

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

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

25. Cost and Pricing Data:

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

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

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

26. Multiyear Contract:

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

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

27. Termination Of Contracts For Certain Crimes And Violations:

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



COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: _____ Closing Date: _____

Caption: _____ Total Proposed Amount: _____

The undersigned _____

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate) .

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Section 1624; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, November, 2004, as amended).

Signed: _____ Date: _____

Title: _____

Company: _____

Address: _____

DUNS #: _____

Phone: _____

Fax: _____

COST/PRICE DATA REQUIREMENTS

1. GENERAL INFORMATION:

1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$100,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.

(3)0. There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.

1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.

1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a

cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

1.5 The following information shall be included in this section, for the prime contractor and each proposed subcontractor:

- (a) A properly completed "Cost/Price Disclosure Certification."
- (a) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.
 - I Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)
- (d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.
- (3) Source of approval and the latest date of approval of the offeror's Accounting system.

**Table (1.4)
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.	
	<u>R</u>	<u>H</u>	<u>D</u>	<u>R</u>	<u>H</u>	<u>D</u>	<u>R</u>	<u>H</u>	<u>D</u>	<u>R</u>	<u>H</u>
Direct Labor Categories											
♦ Employee A											
♦ Employee B											
♦ Employee C											
Total Labor Hours											
Total Labor Dollars											
Fringe Benefit											
Labor Overhead *											
Total Direct Labor											
Other Direct Costs											
♦ Equip. & Supplies											
♦ Materials											
♦ Travel											
♦ Other											
Subcontractors											
♦ Sub A											
♦ Sub B											
ODC Overhead *											
Total ODC & Subcontractors											
G&A											
Fee/Profit											
Total Price											

H = Hours R = Rate D = Dollars (Rate X Hours = Dollars)

Note: Provide cost information similar to the above format for each option/out-year

** Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.*

2. SUPPORTING COST DATA:

- 2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor hour expenditure patterns and mix, etc.). The following information shall be included in this section:
- 2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.
 - 2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.
 - 2.1.3. The Cost Summary Format (Table 1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.
 - 2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

3. SPECIFIC COST ELEMENTS:

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

- 3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).
 - 3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.1.1)
Annual Labor Summary**

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> • Employee A • Employee B • Employee C 					
<u>Labor Category, Sub.</u> <ul style="list-style-type: none"> • Employee D • Employee E • Employee F 					
<u>Labor Category, Consultant</u> <ul style="list-style-type: none"> • Employee G • Employee H 					
Total Labor Hours by Task					

Note: Do not include wage rates in this table

- 3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.
- 3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist)**, under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.
- 3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.

Table (3.1.4.a)

Summary of Proposed Annual labor Mix Category (with examples)

NAME (Note1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENT OF TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

- Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.
- Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.
- Note 3: Offerors internal labor category.
- Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.
- Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.
- Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

Table (3.1.4.b)

Summary of Proposed Annual labor Mix Category

NAME (Note 1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENT OF TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> • Employee A • Employee B • Employee C • Employee D <u>Labor Category, Sub.</u> <ul style="list-style-type: none"> • Employee E • Employee F • Employee G <u>Labor Category, Consultant</u> <ul style="list-style-type: none"> • Employee H Employee I 					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

- 3.2 **Indirect Costs:** The Offeror shall indicate its proposed Fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.
- 3.3 **Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.
- 3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.
- 3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

Table (3.3.2)

Other Direct Costs (ODC) Summary

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
Supplies and Materials Office Equipment Travel <ul style="list-style-type: none"> • Airfare • Hotel • Meals & Incidentals • Ground Transportation Telecommunications Occupancy <ul style="list-style-type: none"> • Rent • Utilities • Building Maintenance Transportation Client Care Cost <ul style="list-style-type: none"> • Food • Medical • Clothing • Personal Hygiene Other					
Total ODC by Task					

***Note:** State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)*

3.4 **Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding \$25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.

3.5 **Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.6 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

- (a) Contract Number.
- (b) Government agency (federal, state, District, municipal) the contract was awarded by.
- (c) Name and phone number of the Contracting Officer.
- (d) Name and phone number of the Contract Administrator.
- (e) Name and phone number of the Contracting Officer's Representative (if applicable) and the Contract Administrator.
- (f) Period of Performance of the Contract.
- (g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

Table (3.6)

Format for Historical Data

	Proposed Contract			Delivered Contract *		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

- * Should include any increased scope officially added to contract.
- ** If provided different number of hours, the difference should be explained.
- *** Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

Note: For data submitted in the above table for "delivered Contract", the Offeror shall indicate the date as of which, the submitted data is current.



DC Department of Health Maternal and Primary Care Administration

Healthy Start Nurse Case Management Manual

**District of Columbia Department of Health
Maternal and Primary Care Administration
Perinatal and Infant Health Bureau
Healthy Start Project
Home Visiting Program**

Nurse Case Management Manual

**Revised
September 2006**



Healthy Start Nurse Case Management Manual

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Healthy Start Nurse Case Management Manual

Intended Use

The intent of this manual is to provide a useful comprehensive tool for nurse case managers in the day-to-day administration of the home visiting program.

The documents contained in this manual are intended to eliminate the need for personal decisions on matters related to nurse case management policy and help to assure consistency throughout the home visiting program.

The Nurse Case Management Policies and Procedure Manual applies to all case management nurses employed by the Healthy Start Project and contractual staff. Staff will be updated on any revision or modification of policies and procedures that occur as a result of changes in practice and/or program objectives.



Healthy Start Nurse Case Management Manual

Introduction

The District Of Columbia Healthy Start Project (DCHS) needs assessment conducted in 1992 suggested that the health care and social service delivery system were fragmented and unlinked. Thus, the DCHS project formulated a strategy to address the need for the linkage of services. The ultimate aim of this strategy is to develop an integrated system of perinatal care in wards 5, 6, 7, and 8.

The goals of the case management system are to strengthen the formal and informal social support systems available to pregnant women and infants. The DCHS Project therefore employs Community Health Nurses as Nurse Case Managers (NCMS) who work collaboratively with other project staff and providers, including community-based organizations.

District of Columbia Department of Health

The mission of the District of Columbia's Department of Health is to provide culturally competent health assessment, assurance, promotion, prevention and treatment services to residents and visitors of the District of Columbia so they can be healthy and safe. The Department of Health will eliminate disparities in health care access and environmental safety as a key to improving health status across all neighborhoods and ensure that the District of Columbia leads the nation in healthy lifestyles. We will accomplish this by planning and working with all stakeholders via culturally competent partnerships that build a healthy environment while holding the Department of Health accountable for cultural quality in the provision of all its services.

The guiding principles of the Department of Health are based on the cornerstones of accountability, integrity, customer service, and cultural quality. We are committed to promoting and enhancing healthy families, environments, and communities throughout the District of Columbia by:

- Ensuring culturally and linguistically competent delivery systems;
- Forging public and private partnerships and collaborations;
- Ensuring safe and healthy environments through licensing and regulation;
- Prioritizing environmental health resources and functions to protect and enhance both private environments and the “public space”;
- Optimizing health care financing to ensure access to appropriate care;
- Reducing or preventing the risk of disease, and premature death; and
- Demonstrating strong leadership in health policy, health financing, and health planning based on sound science, innovative practices, and organizational as well as systems efficiency.



Healthy Start Nurse Case Management Manual

Maternal and Family Health Administration

The Maternal and Family Health Administration is one of five major Administrations within the Department of Health. The Maternal and Family Health Administration consist of five bureaus: Child, Adolescent and School Health; Perinatal and Infant Health; Nutrition and Physical Fitness; Children with Special Health Care Needs; and Family & Community Health.

The Maternal and Family Health Administration is the designated State agency responsible for administering the Federal Maternal and Child Health Bureau Title V Block Grant for the District of Columbia. Its mission is to improve health outcomes for targeted populations by promoting coordination within the health care system, by enhancing access to prevention, medical care and support services, and by fostering public participation in the design and implementation of programs for District of Columbia women, infants, children, including children with special health care needs, and other family members.

Perinatal and Infant Health

The purpose of the Perinatal and Infant Health Bureau is to improve perinatal outcomes for high-risk pregnant and parenting women, and improve the health and development of their infants into early childhood. The overarching goal is to reduce infant mortality and perinatal health disparities in the District of Columbia. Services provided by the bureau include:

- D.C. Healthy Start Projects: The focus of these projects is to improve the interrconceptional health of women of childbearing age and to decrease the disparity in perinatal health outcomes, including infant mortality. The projects provide services to high-risk pregnant women, women who have delivered an infant within three months and who are residing in Wards 5, 6, 7, and 8.
- Special Initiatives: Included in this program are Sudden Infant Death Initiative, Folic Acid Campaign, and Fetal Alcohol Syndrome. The Sudden Infant Death (SIDS) Initiative promotes the “*Back to Sleep Campaign*” in an effort to reduce sudden infant death. Public information activities for the SIDS Initiative include education and training for families who receive cribs from the Administration’s Crib Give-Away and dissemination of SIDS information/training to the community at-lodge. The Folic Acid Initiative involves partnering with the March of Dimes and other agencies to promote the inclusion of recommended levels of folic acid in the daily diets of women of childbearing age. The Fetal Alcohol Syndrome Initiative focuses on promoting public awareness around the dangers of alcohol intake during pregnancy and collaborating with other key stakeholders to draft a Fetal Alcohol Syndrome State Plan.

DC Healthy Start Program

The DC Healthy Start Project was one of the fifteen projects originally funded in 1991. The goal for the Healthy Start Initiative was to reduce infant mortality. However since that time the goal has broadened in scope to include the elimination of perinatal disparities, including very low and low birth weight and adequacy of prenatal care. The project is centered around three core services – outreach and recruitment, case management/care coordination, and health education



Healthy Start Nurse Case Management Manual

and training – directed toward the overarching goal of eliminating perinatal disparities among African Americans residing in the project area. Mobile van health services and screening, and school-based health services are integrated with these core services.

1. Outreach and Recruitment

This strategy is key to the success of the project because it provides the means by which the targeted community is informed about the program and available services. Outreach efforts focus on increasing community support for the Project through consumer participation and community provider participation in service delivery. Recruitment also involves the recruitment and hiring of Public Health Outreach Technicians indigenous to the project area to conduct case-finding and community education. Outreach efforts are further supported by various project area and citywide community organizations/agencies. Project participation in health fairs, various community forums and street festivals also facilitate outreach and recruitment for the program. In addition, the project fields a mobile van to communities with prevalent incidences of adverse perinatal outcomes such as infant mortality, low and very low birth weight, and preterm birth. The mobile unit provides the equivalent of a first prenatal visit for women who are pregnant and who have not yet seen a doctor and is an effective strategy for improving time of entry into prenatal care for high-risk women in the project area.

2. Intensive Case Management System/Care Coordination

This strategy involves efforts to extend resources of the provider network into the community. This is accomplished by a core of community health nurse case managers who provide services to at-risk pregnant and parenting women and their families through home visitation, screening, assessment, referral, follow-up, and the direct provision of nursing care.

3. Education and Training

This strategy involves effort to increase the awareness of the target population and the community in general of factors affecting maternal and infant health, and to promote practices and behaviors conducive to good health. The project's approach to health education incorporates staff training, orientation and training of consortium members, client education, and provider training and education, as well as information dissemination to the entire community.

The H.D. Woodson Adolescent Wellness Center, located in Ward 7, was funded and initially established as the Healthy Start Project's prevention model, focusing on the prevention of teen pregnancies and promotion of health and well being of adolescents (preconception health), thus preventing or eliminating the occurrence of perinatal disparities when they become parents. As a result of a re-organization, the Center is now under the operation of the Child, Adolescent and School Health Bureau.

The Consortium, a community driven advisory body provides oversight and monitoring of these activities and other aspects of the program operation to ensure that the services meet the needs of participants. The consortium provides a forum for the community to mediate and reduce health risk factors, increase its resiliency and protect its residents.



Healthy Start Nurse Case Management Manual

The composition of the consortium includes membership from consumers, community leaders, advocacy groups, and providers.

Theoretical Framework

“The fundamental focus of case management is to integrate, coordinate, and advocate for individuals, families, and groups requiring extensive services, ensuring that patients receive appropriate, individualized and cost-effective care within a system of services.”¹ Case management is a system of patient care that focuses on the achievement of outcomes within specified time frames and with the appropriate use of resources.

The case management model utilizes a team concept and is based on a philosophical and practical approach built on trusting relationships with the patient as a partner, which provides individualized care, patient education, advocacy, and promotes adherence and treatment completion.

Research indicates that the use of nurses as home visitors is key; the services should be targeted to the neediest populations, rather than being offered on a universal basis. Further, clinical methods of changing health and behavioral risk must be incorporated into program protocols. The formal training of nurses provides them with a background in women’s and children’s health and competencies that facilitate the management of complex clinical situations frequently presented by at-risk families.

¹ Bower, K. Nursing Case Management, Kansas City, MO, 1992, American Nurses Association Publishing Co.



Healthy Start Nurse Case Management Manual

Nurse Case Management

Definition

Nurse case management is a system for the delivery of care using a collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates the needed services to promote an optimum birth outcome.

Case management services are aimed at the elimination of disparities in perinatal outcomes including the reduction of infant mortality and low birth weight, improving interconception care, and addressing issues of maternal depression in Wards 5 through 8 in the District of Columbia.

The Healthy Start case management model encompasses the following:

1. Risk Assessment:
Base line information on prenatal clients, postnatal clients and children 0-2 years old, includes: medical history, depression, substance use, domestic violence, and growth and developmental (infants).
2. Development of care plans:
Based on findings from risk assessments, the care plan is developed to meet the individual needs of the prenatal or postpartum woman and children 0- 2 years old.
3. Coordination of referrals:
Linkages are formed with various service providers as needed.
4. Follow up monitoring:
Ensures that referrals are kept and adherence to care plans.

Case Management Goals:

1. Provision of quality health care that facilitates optimal interconception/preconception, prenatal, and infant health
2. Decrease fragmentation of care
3. Promote efficient utilization of care resources
4. Facilitate self determination and sufficiency through education and support
5. Promote an optimum quality of life for the client and family



Healthy Start Nurse Case Management Manual

PROTOCOL: Admissions: Referrals/Intake/Assignment

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

DCHS project will receive referrals from all area hospitals, South East Pregnancy Crisis Center, the MOM Mobil Van, and the Family Health and Birthing Center. Outreach Technicians are primarily responsible for outreach and recruitment; however any staff member can refer potential participants. All clients must reside in project area.

1. Case Admissions:

The first visit must be attempted within 3 business days (72 hours) of receipt of referral. After receiving referrals, the intake staff will assign an intake number to the potential client. Nurse Case Managers (NCMS) are assigned to follow every participant and will see the client in order of priority according to the risk that may be indicated at the time of referral. After the referral is admitted into case management, the client will receive **DI** (Disparity) tract case number or **IN** (Interconceptional) tract case number from the intake specialist.

a. Disparities: All pregnant referrals are assigned to this track with a focus on eliminating perinatal disparities such as LBW, VLBW, preterm delivery and infant mortality. *Clients remain in this tract for duration of service, even after delivery or if they have a repeat pregnancy.*

b. Interconceptional: Nurse case management services under this track focus on improving the health of postpartum women and delaying subsequent pregnancy for at least 2 years. Services for the infant focuses on normal growth and development and health promotion. After delivery, case management will follow the mother and child, until the child's 2nd birthday. *Clients remain in this tract for duration of service, even if there is a subsequent pregnancy within two years.*

2. **Assignment:** All new referrals are assigned to the Nurse Case Manager (NCM) by the Nurse Case Manager Coordinator or the quality assurance nurse. Generally, each nurse case manager is assigned to a specific Ward. If the caseload for a nurse assigned to specific Ward is at capacity, new referrals should be assigned to the nurse case manager covering the next closest Ward.



Healthy Start Nurse Case Management Manual

PROTOCOL: Home Visits

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Initial Home Visit: The NCM attempts to make the initial visit within the first 72 hours after receipt of the referral. After successful contact with the referral, the potential client is either admitted then placed in case management status or not admitted and placed in non-case management status as described below:

1. Case Management client – a woman of child bearing age or a child under 3 months who resides in the DCHS target area – Wards 5, 6, 7, 8 and agrees to receive case management services.
2. Non-Case Managed client – a pending referral/Participant Information Form (PIF) received by the (NCM). This person has not been admitted to DCHS. The person may receive support and referral services without admission into case management.

Follow-up Home Visit: The NCM makes visits based on client's risk level or more frequently is appropriate. As much as possible, at the end of each visit, the next visit should be scheduled. The NCM should still confirm visit via telephone or a written reminder.



Healthy Start Nurse Case Management Manual

PROTOCOL: **Risk Levels and Frequency for Prenatal Visits**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

The Nurse Case Manager provides holistic family-centered care/services to families in their home settings and in a variety of community settings. Care is provided in compliance with nursing standards and practices. Services will begin within 72 hours (or three business days) of receipt of referral. Client’s risk levels as defined by the following determine frequency of visits:

Risk Level	No. of Risk Factors	Intensity of Services
1 (Low)	2 or less	Home visit 1 x per 3 weeks
2 (Medium)	3-4	Home visits 2-3 x per month
3 (High)	5 or more	Home visits 3-4 per month

*Note: Home visits may be supplemented with telephone calls however telephone calls cannot be substituted for face-to-face visit.

Risk factors are identified in the following ways: medical history, screening for risk factors and physical assessment, and observation.

Medical history can identify risk factors such as:

- An acute condition or an underlying chronic condition such as diabetes (including gestational), hypertension, obesity, high cholesterol, seizure disorder, cardiac disease, sexually transmitted diseases including HIV/AIDS, periodontal disease, sickle cell or thalassemia cell anemia, cancer, mental illness and genetic disorders.
- Prior pregnancy loss
- Short interval (less than 2 years) between pregnancies.
- Prior or current history of pre-term labor
- Multiples gestation

Case management protocols require that all case managed clients be **screened for risk factors** such as:

- Depression
- Substance use
- Domestic violence

These screens are repeated periodically and a positive result at any time on any of the screens constitutes a risk factor.



Healthy Start Nurse Case Management Manual

PROTOCOL: PROTOCOL: Risk Level and Frequency of Prenatal Visits (cont'd)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Social-economic factors are also considered risk factors and may include:

- Late entry into prenatal care
- Lack of income
- Lack of medical insurance coverage
- Homelessness
- Unmarried status
- Lack of other benefits such as Women Infant and Children; Supplemental Security Income (if eligible)
- Prior involvement or open case with Child and Family Services Administration
- History of incarceration
- Cognitive delays/mental illness
- Less than a high school education
- Young maternal age

Levels of service are based on risk factors. Clients classified as **low-level risk** or **Level 1** may have two or less risk factors. **Medium-level** or **Level 2** clients have three to four risk factors, while **high risk** has 5 or more risk factors. *Any woman with a history of a prior pregnancy or infant loss is automatically classified at the highest level of risk and should receive the most intensive level of services, even if that is the only risk.* Low-level or Level 1 client receives a face-to-face visit at a minimum of once every three weeks. Medium risk clients are seen two to three times per month, while high-risk clients are seen 3 to 4 times per month. Telephone calls may supplement home visit but may not be substituted for a face-to-face visit.

Client risk level and intensity of service is determined within 72 hours of admission and must be documented on the Risk Level Tracking Form. A client's level of risk can change according to the client's circumstances. Circumstances must be documented in client record and Quality Assurance Coordinator must approve of change in status. Changes are entered on the Risk Level Tracking Form and signed off on by both the nurse case manager and the quality assurance coordinator.



Healthy Start Nurse Case Management Manual

PROTOCOL: **Initial Home Prenatal Visit (Up to 12 weeks gestation)**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

1. Physical assessment: Vital Signs (TPR, BP), height, weight, BMI, fundal height (if applicable), and urine test for glucose and pregnancy (if indicated). *(Provide copy of DCHS Fact Sheets on Obesity, Diabetes, and Hypertension)*
2. Depression Screening (Refer to procedure for depression screening in Appendices) *(Provide copy of DCHS Fact Sheet on Depression)*
3. Domestic Violence Screening (Refer to the procedure for Domestic Violence Screening)
4. Substance Abuse Screening (The 4 P's tool, refer to the procedure for substance abuse screening)
5. Assess for medical and social risk factors, including risk behaviors, HIV status, and complications of pregnancy and assign risk level. Document on record. (Refer to the procedure for risk assessment).
6. Assess economic status and environment, including safety concerns in the home and workplace.
7. Assess for compliance with prenatal care by checking prenatal book, and questioning client about first prenatal visit and follow up prenatal visits. Call provider for verification if indicated. Assist with scheduling of prenatal visits
8. Assess for needed referrals for internal and external services-- transportation, Medicaid, WIC, TANF, and pregnant HIV infected women, crib voucher/ referral etc.
9. Assess for involvement from male significant other and/or father of the baby and refer to Family Service I for support. Encourage male significant other participation in the visit and engage in dialogue.
10. Provide client with copy of pregnancy guide such as Baby Basics



Healthy Start Nurse Case Management Manual

PROTOCOL: Initial Prenatal **Home Visit (Up to 12 weeks gestation)**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

CLIENT EDUCATION

At first visit, prenatal clients are provided with a copy of a pregnancy guide such as Baby Basics. The guide should be used during each follow-up visit to provide health education for participants on pregnancy and general wellness and should include the following:

1. The importance of early and regular prenatal care
2. Danger signs of pregnancy -- signs of preterm labor and when to seek help from the provider/go to the emergency room
3. Nutritional requirements during pregnancy
4. Breast feeding benefits
5. Reproductive anatomy and physiology; fetal growth and development; and physical and psychological changes of pregnancy.
6. Sexually transmitted diseases and safer sex practices
7. The importance of HIV testing X 2 during pregnancy (*Provide copy of DCHS Fact Sheet on HIV*)
8. Family planning options / abstinence
9. Minor discomforts of pregnancy and how to alleviate
10. Affects of tobacco, alcohols, illicit drugs, prescribed medications, OTC meds and herbal preparations on the pregnancy (*Provide copy of DCHS Fact Sheet on Smoking*)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Prenatal Visits (Up to 12 weeks gestation)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Prenatal Assessment includes:

1. Physical assessment – Vital signs, (T P R, BP), fetal heart rate, height, weight, BMI, fundal height (if applicable), and urine test for glucose and pregnancy (if indicated) *(Provide copy of DCHS Fact Sheets on Obesity, Diabetes, and Hypertension)*
2. Depression Screening (Refer to procedure for depression screening in Appendices) *(Provide copy of DCHS Fact Sheet on Depression)*
3. Domestic Violence Screening (Refer to the procedure for Domestic Violence Screening)
4. Substance Abuse Screening (The 4 P's tool, refer to the procedure for substance abuse screening).
5. Assess for medical and social risk factors, including risk behaviors, HIV status, and complications of pregnancy and assign risk level. Document on record. (Refer to the procedure for risk assessment).
6. Assess economic status and environment, including safety concerns in the home and workplace.
7. Assess for compliance with prenatal care by checking prenatal book, and questioning client about first prenatal visit and follow up prenatal visits. Call provider for verification if indicated. Assist with scheduling of prenatal visits
8. Assess for needed referrals for internal and external services-- transportation, Medicaid, WIC, TANF, and pregnant HIV infected women, crib voucher/ referral etc.
9. Assess for involvement from male significant other and/or father of the baby and refer to Male Outreach Worker for support. Encourage male significant other participation in the visit and engage in dialogue



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Prenatal Visits (Up to 12 weeks gestation)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Manager

CLIENT EDUCATION:

At first visit, prenatal clients are provided with a copy of a pregnancy guide such as Baby Basics. The guide should be used during each follow-up visit to provide health education for participants on pregnancy and general wellness and should include the following:

1. The importance of early and regular prenatal care
2. Danger signs of pregnancy -- signs of preterm labor and when to seek help from the provider / go to the emergency room.
3. Nutritional requirements during pregnancy
4. Breast feeding benefits
5. Reproductive anatomy and physiology; fetal growth and development; and physical and psychological changes of pregnancy.
6. Sexually transmitted diseases and safer sex practices
7. The importance of HIV testing X 2 during pregnancy (*Provide copy of DCHS Fact Sheet on HIV*)
8. Family planning options / abstinence
9. Minor discomforts of pregnancy and how to alleviate
10. Affects of tobacco, alcohols, illicit drugs, prescribed medications, OTC meds and herbal preparations on the pregnancy (*Provide copy of DCHS Fact Sheet on Smoking*)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Prenatal Home Visits (13 to 27 gestation)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

1. Physical assessment – Vital signs, (T P R, BP), fetal heart rate, height, weight, BMI, fundal height (if applicable), and urine test for glucose and pregnancy (if indicated) *(Provide copy of DCHS Fact Sheets on Obesity, Diabetes, and Hypertension)*
2. If appropriate assess fetal movement – review Kick Count Records and report immediately any abnormal kick count patterns to physician
3. Depression Screening (Refer to procedure for depression screening in Appendices) *(Provide copy of DCHS Fact Sheet on Depression)*
4. Domestic Violence Screening (at least once mid pregnancy or sooner if indicated) (Refer to the procedure for Domestic Violence Screening)
5. Substance Abuse Screening (The 4 P’s tool, refer to the procedure for substance abuse screening).
6. Assess for medical and social risk factors, including risk behaviors, HIV status, and complications of pregnancy and assign risk level. Document on record. (Refer to the procedure for risk assessment).
7. Assess economic status and environment, including safety concerns in the home and workplace.
8. Assess for compliance with prenatal care by checking prenatal book, and questioning client about first prenatal visit and follow up prenatal visits. Call provider for verification if indicated. Assist with scheduling of prenatal visits
9. Assess for needed referrals for internal and external services-- transportation, Medicaid, WIC, TANF, and pregnant HIV infected women, crib voucher/ referral etc.
10. Assess for involvement from male significant other and/or father of the baby and refer to Family Service I for support. Encourage male significant other participation in the visit and engage in dialogue



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Prenatal Home Visits (13 to 27 gestation)

LAST REVISION DATE: March 19, 2004

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION:

At first visit, prenatal clients are provided with a copy of a pregnancy guide such as Baby Basics. The guide should be used during each follow-up visit to provide health education for participants on pregnancy and general wellness and should include the following:

1. The importance of early and regular prenatal care
2. Provide Kick Count Records and instruct how to count kicks
3. Danger signs of pregnancy -- signs of preterm labor and when to seek help from the provider / go to the emergency room
4. Nutritional requirements during pregnancy
5. Breast feeding benefits
6. Reproductive anatomy and physiology; fetal growth and development; and physical and psychological changes of pregnancy.
7. Sexually transmitted diseases and safer sex practices
8. The importance of HIV testing X 2 during pregnancy (*Provide copy of DCHS Fact Sheet on HIV*)
9. Family planning options / abstinence
10. Minor discomforts of pregnancy and how to alleviate
11. Affects of tobacco, alcohols, illicit drugs, prescribed medications, OTC meds and herbal preparations on the pregnancy (*Provide copy of DCHS Fact Sheet on Smoking*)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: **Follow-up Prenatal Home Visits (28 to 40 weeks gestation)**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

Prenatal Assessment includes:

1. Physical assessment – Vital signs, (T P R, BP), fetal heart rate, height, weight, BMI, fundal height (if applicable), and urine test for glucose and pregnancy (if indicated). (*Provide copy of DCHS Fact Sheets on Obesity, Diabetes, and Hypertension*)
2. Review Kick Count Records – report any consistent abnormal kick count patterns to immediately to physician
3. Depression Screening (Refer to procedure for depression screening in Appendices)
4. Domestic Violence Screening (at least once during last trimester of pregnancy). (Refer to the procedure for Domestic Violence Screening)
5. Substance Abuse Screening (The 4 P’s tool, refer to the procedure for substance abuse screening).
6. Assess for medical and social risk factors, including risk behaviors, HIV status, and complications of pregnancy and assign risk level. Document on record. (Refer to the procedure for risk assessment).
7. Assess economic status and environment, including safety concerns in the home and workplace.
8. Assess for compliance with prenatal care by checking prenatal book, and questioning client about first prenatal visit and follow up prenatal visits. Call provider for verification if indicated. Assist with scheduling of prenatal visits
9. Assess for needed referrals for internal and external services-- transportation, Medicaid, WIC, TANF, and pregnant HIV infected women, crib voucher/ referral etc.
10. Assess for involvement from male significant other and/or father of the baby and refer to Family Service I for support. Encourage male significant other participation in the visit and engage in dialogue
11. Assist with the scheduling of internal and external referrals – WIC, Cribs etc
12. Assist with options for well baby – care
13. Check for supplies for the baby, clothes, safe crib/ bassinet, bottles, etc.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Prenatal Home Visits (28 to 40 weeks gestation)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION:

At first visit, prenatal clients are provided with a copy of a pregnancy guide such as Baby Basics. The guide should be used during each follow-up visit to provide health education for participants on pregnancy and general wellness and should include the following:

1. The importance of regular prenatal care
2. Danger signs of pregnancy -- signs of preterm labor and when to seek help from the provider / go to the emergency room
3. Provide Kick Count Records and instruct/reinforce how to count kicks
4. Nutritional requirements during pregnancy (*Provide copy of DCHS Fact Sheet on Obesity*)
5. Breastfeeding benefits
6. Reproductive anatomy and physiology; fetal growth and development; and physical and psychological changes of pregnancy.
7. Physiology and signs and symptoms of normal labor and delivery
8. Birth Plan: suitcase; transportation to the hospital; child care, etc.
9. Sexually transmitted diseases and safer sex practices
10. The importance of HIV testing X 2 during pregnancy (*Provide copy of DCHS Fact Sheet on HIV*)
11. Family planning options / abstinence
12. Minor discomforts of pregnancy and how to alleviate
13. Affects of tobacco, alcohols, illicit drugs, prescribed medications, OTC meds and herbal preparations on the pregnancy (*Provide copy of DCHS Fact Sheet on Smoking*)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

Risk Levels for Postpartum Healthy Start Clients

Risk Level	No. of Risk Factors	Intensity of Services
1 (Low)	3 or less	Home visit 1 x per 3 weeks
2 (Medium)	4 or more	Home visits 2-4 every 6-8 weeks

*Note: Telephone may not be substituted for home visits, but may supplement visits.

Risk factors are identified in the following ways: medical history, screening for risk factors and physical assessment, and observation.

Medical history can identify risk factors such as:

- An acute condition or an underlying chronic condition such as diabetes (including gestational), hypertension, obesity, high cholesterol, seizure disorder, cardiac disease, sexually transmitted diseases including HIV/AIDS, periodontal disease, sickle cell or thalassemia cell anemia, cancer, mental illness and genetic disorders.
- Lack of family planning

Case management protocols require that all case managed clients be **screened for risk factors** such as:

- Depression
- Substance use
- Domestic violence

These screens are repeated periodically and a positive result at any time on any of the screens constitutes a risk factor.

Social-economic factors are also considered risk factors and may include:

- Lack of income
- Lack of medical insurance coverage
- Homelessness
- Unmarried status
- Lack of other benefits such as Women Infant and Children; Supplemental Security Income (if eligible)
- Prior involvement or open case with Child and Family Services Administration
- History of incarceration
- Cognitive delays
- Less than a high school education
- Teenage mother



Healthy Start Nurse Case Management Manual

Levels of service are based on risk factors. Clients classified as **low-level risk** or **Level 1** may have two or less risk factors. **Medium/High Risk-level** or **Level 2** clients have three to four risk factors. *Any woman who is homeless or has a cognitive delay or mental illness is automatically classified at a medium level/high-risk level and should receive the more intensive level of services than a lower-risk level.* Low-level or Level 1 client receives a face-to-face visit at a minimum of once three to six weeks. Medium/high-risk clients are seen every 2-4 every 6-8 weeks. Telephone calls may supplement home visit but may not be substituted for a face-to-face visit.

Client risk level and intensity of service is determined within 72 hours of admission and must be documented on the Risk Level Tracking Form. A client's level of risk can change according to the client's circumstances. Circumstances must be documented in client record and Quality Assurance Coordinator must approve of change in status. Changes are entered on the Risk Level Tracking Form and signed of on by both the nurse case manager and the quality assurance coordinator/or supervisor.



Healthy Start Nurse Case Management Manual

PROTOCOL: **First Postpartum/Interconception Visits**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

For new referrals, NCM visits will be made within 5 (five) working days after delivery or from receipt of referral. The visit will include:

1. Physical assessment – Vital signs, (T P R, BP), height, weight, and BMI (*Provide copy of DCHS Fact Sheets on Obesity, Diabetes, and Hypertension*)
2. Depression Screening (Refer to procedure for depression screening in Appendices)
3. Domestic Violence Screening (Refer to the procedure for Domestic Violence Screening)
4. Substance Abuse Screening (The 4 P's tool, refer to the procedure for substance abuse screening).
5. Assess for medical and social risk factors, including risk behaviors, HIV status, and complications of pregnancy and assign risk level. Document on record. (Refer to the procedure for risk assessment).
6. Assess economic status and environment, including safety concerns in the home and workplace.
7. Assess for compliance with postpartum care (including family planning). Assist with scheduling appointments for well woman's care.
8. Assess for needed referrals for internal and external services-- transportation, Medicaid, WIC, TANF, crib voucher/ referrals, etc.
9. Assess for involvement from male significant other and/or father of the baby and refer to Male Outreach Worker for support. Encourage male significant other participation in the visit and engage in dialogue
10. Assist with the scheduling of internal and external referrals – WIC, Cribs etc
11. Assist with options for well baby – care
12. Check for supplies for the baby, clothes, safe crib/ bassinet, bottles, etc.



Healthy Start Nurse Case Management Manual

PROTOCOL: First Postpartum/Interconception Visits

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION:

The focus of postpartum and visits beyond the postpartum period (interconception) is to improve the woman's overall health status and to prevent/delay a subsequent pregnancy for at least two years. At first visit, postpartum clients are provided with a copy of a Women's Health Calendar or similar guide. The guide should be used during each follow-up visit to provide health education for participants on postpartum and general wellness and should include the following:

1. Family planning, safe sex practices and STD / HIV prevention
2. Importance of follow-up care: screening and prevention, family planning and medical management of identified medical conditions
3. Smoking, drugs and alcohol cessation – assist with referrals to treatment programs
4. Adequate rest and sleep—stress management
5. Proper nutrition and fluids
6. Importance of follow up care for herself and newborn
7. Infant care /safety/SIDS prevention –safe crib (Refer to Appendix, for Safe Crib /Voucher)
8. Benefits of participation in “House Parties”

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL:	<u>Interconception Follow-up Visits</u>
LAST REVISION DATE:	<u>September 2006</u>
APPLICABLE STAFF:	<u>Nurse Case Managers</u>

For new referrals, NCM visits will be made within 5 (five) working days after delivery or from receipt of referral. The visit will include:

1. Physical assessment – Vital signs, (T P R, BP), height, weight, and BMI (*Provide copy of DCHS Fact Sheets on Obesity, Diabetes, and Hypertension*)
2. Depression Screening (Refer to procedure for depression screening in Appendices)
3. Domestic Violence Screening (Refer to the procedure for Domestic Violence Screening)
4. Substance Abuse Screening (The 4 P's tool, refer to the procedure for substance abuse screening).
5. Assess for medical and social risk factors, including risk behaviors, HIV status, and complications of pregnancy and assign risk level. Document on record. (Refer to the procedure for risk assessment).
6. Assess economic status and environment, including safety concerns in the home and workplace.
7. Assess for compliance with postpartum care (including family planning). Assist with scheduling appointments for well woman's care.
8. Assess for needed referrals for internal and external services-- transportation, Medicaid, WIC, TANF, crib voucher/ referrals, etc.
9. Assess for involvement from male significant other and/or father of the baby and refer to Male Outreach Worker for support. Encourage male significant other participation in the visit and engage in dialogue
10. Assist with the scheduling of internal and external referrals – WIC, Cribs etc
11. Assist with options for well baby – care
12. Check for supplies for the baby, clothes, safe crib/ bassinet, bottles, etc.



Healthy Start Nurse Case Management Manual

PROTOCOL: Interconception Follow-up Visits

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION:

At first visit, postpartum clients are provided with a copy of a Women's Health Calendar or similar guide. The guide should be used during each follow-up visit to provide health education for participants on postpartum and general wellness and should include the following:

1. Family planning, safe sex practices and STD / HIV prevention
2. Importance of follow-up care: screening and prevention, family planning and medical management of identified medical conditions
3. Smoking, drugs and alcohol cessation – assist with referrals to treatment programs
4. Adequate rest and sleep—stress management
5. Proper nutrition and fluids
6. Importance of follow up care for herself and newborn
7. Infant care /safety/SIDS prevention –safe crib (Refer to Appendix, for Safe Crib /Voucher)
8. Benefits of participation in “House Parties”

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: **Risk Level and Frequency of Visits for Infants**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

The Nurse Case Manager provides holistic family-centered care/services to families in their home settings and in a variety of community settings. Care is provided in compliance with nursing standards and practices. Services will begin within five (5) working days after delivery or from receipt of referral. Client’s risk levels, as defined by the following, determine frequency of visits:

Risk Level	No. of Risk Factors	Intensity of Services
1 (Low)	3 or less	Home visit 1 x per 8 weeks (two months)
2 (Medium)	4 or more	Home visit 1 x per 4-6 weeks

*Note: Home visits may be supplemented with telephone calls however telephone calls cannot be substituted for face-to-face visits

According to infant mortality data for the city, the greatest risk for infant mortality occurs during the neonatal period. The city’s rate of postnatal deaths is significantly lower than its neonatal death rate. Thus the risk of death to infants born in the program and who are discharged home from the hospital and those referred by various agencies is greatly reduced. However, the possibility of infant death during the postnatal period still exists.

Infants participating in the program who have 3 or less risk factors are classified as low risk, while those who have more than four are classified as medium risk. Risk factors are identified in the following ways: medical history, screening for risk factors, physical assessment, and observation. **Medical risk factors** include but are not limited to:

- A birth weight less than 1500 grams
- An infant born that has a prolonged neonatal intensive care unit (NICU) stay (greater than 7 days)
- An infant born premature (less than 35 weeks)
- An infant born with a five minute apgar score less than seven (7)
- An infant born with birth defects
- An infant born with a positive metabolic screen
- An infant born with a positive HIV report to include STDs
- An infant with a sibling who died from SIDS

Screened factors include:

- Developmental or cognitive delays (infant or mother)
- Maternal Depression
- Domestic Violence



Healthy Start Nurse Case Management Manual

PROTOCOL: **Risk Level and Frequency of Visits for Infants (cont'd)**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

Socio-economic factors include:

- An infant born to a mother that use alcohol, tobacco and elective drugs by history or a positive drug screen
- An infant born to a homeless mother
- An infant born to a mother known to Child and Family Service Administration (CFSA)
- An infant born to a mother with a history of mental illness (including depression)

- An infant born to a mother who entered prenatal care at or after 16 weeks
- An infant born to a mother who had six or less prenatal care visits.
- An infant born to a teenage mother

Levels of service are based on risk factors. Clients classified as **low-level risk** or **Level 1** may have three or less risk factors. **Medium-level** or **Level 2** clients have four or more risk factors. Low-level or Level 1 client receives a face-to-face visit at a minimum of once every 8 weeks. Medium risk clients are seen one times per 4-6 weeks. Telephone calls may supplement home visit but may not be substituted for a face-to-face visit.

Client risk level and intensity of service is determined within 72 hours of admission and must be documented on the Risk Level Tracking Form. A client's level of risk can change according to the client's circumstances. Circumstances must be documented in client record and Quality Assurance Coordinator must approve of change in status. Changes are entered on the Risk Level Tracking Form and signed of on by both the nurse case manager and the quality assurance coordinator.



Healthy Start Nurse Case Management Manual

PROTOCOL: **First Newborn Visit**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

First Pediatric Home Visit (Admission Visit) please visit ASAP (within five days after delivery or receipt of referral):

1. Obtain maternal and infant history that includes review of hospital discharge forms for: pregnancy, labor and delivery complications, birth wt, discharge wt, ht and gestational age at delivery, APGAR scores, neonatal complications, length of stay in NICU and/or hospital, exposure to Hepatitis B, STDS, HIV, substances, and toxicology reports, vitamins, medications and immunizations. Document any abnormal findings.
2. Check vital signs, TPR, head, chest, length measurements, weight.
3. Examine all systems with clothes off-- HEENT, cardiac, chest, abdomen, umbilical cord, extremities, genito-urinary, circumcision, skin, appropriate reflexes, and signs of child maltreatment, alertness.
4. Administer Denver Developmental Screening (See procedure for screening tool)
5. Assess psycho/social -- Assess infant / parent infant/bonding interaction, parents expectations of baby
6. Assess feeding pattern, including: amount of formula, breastfeeding frequency, regurgitation or vomiting after feedings, formula preparation, formula intolerance, lactose intolerance, food allergies, and introduction of solid foods.
7. Assess economic status and environment, including appropriate and safe sleeping arrangements, heat, water, food, use of financial resources, potential safety and injury issues



Healthy Start Nurse Case Management Manual

PROTOCOL: **First Newborn Visit**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

CLIENT EDUCATION

Parent/caregiver education includes:

1. Signs and symptoms of infant/toddler illness and indications for seeking medical care/advise
2. Use of the non mercury thermometer
3. Breast-feeding or bottle-feeding, with a focus on the benefits of breast. Encourage breast feeding for at least 6 months after birth
4. Significance of regular clinic visits, EPSDT visits.
5. Immunization for appropriate age, common side affects. Document immunizations in chart
6. Infant /toddler care, caries prevention, introduction of toilet training, infant/toddler stimulation, anticipatory guidance, avoiding unhealthy foods sugared commercial foods.
7. SIDS prevention (Refer to Safe Crib/Voucher Protocol in Appendix 3), infant/ toddler safety, eliminate tobacco smoking exposure
8. Care of the low birth weight, pre-term and/or drug withdrawal infant/toddler (fussy baby syndrome)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Newborn Visit

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

1. Obtain interval history (what happened since the last home visit) including: any pediatric clinic sick visits, emergency room visits, or hospitalizations.
2. Review parental management of illnesses and last well baby clinic visit (with review of clinic book or immunization record) since previous visits.
3. Review parental changes- illness, hospitalization and/or death, incarcerations, drug treatment programs etc.
4. Monitor vital signs (TPR), head chest measurements, height, weight, appropriate weight gain and height for age, excessive weight gains.
5. Examine all systems with infant's clothes off—Skin, HEENT, chest, cardiac, abdomen, umbilical cord, extremities, GU, circumcision, appropriate reflexes, signs of child maltreatment, and signs of drug withdrawal.
6. Review psycho/social issues- parent/infant interaction/bonding and her support systems. Adjustment to parenthood, fears, concerns. Father of baby involvement
7. Assess feeding pattern – amount of formula, barriers to breast feeding, regurgitation or vomiting after feedings. Formula intolerance, food allergies. Introduction of solid foods, sugared commercial foods
8. Assess economic status and environmental (heat, water, food, formula, clothes) (See procedure for home assessment)
9. Assess elimination pattern, stools, and urine output
10. Assess for the need for referrals –medical home, WIC, Parent Infant Development Center, etc.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Newborn Visit

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION

Parent/caregiver education includes:

1. Signs and symptoms of infant/toddler illness and indications for seeking medical care/advise
2. Use of the non mercury thermometer
3. Breast-feeding or bottle-feeding, with a focus on the benefits of breast. Encourage breast feeding for at least 6 months after birth
4. Significance of regular clinic visits, EPSDT visits.
5. Immunization for appropriate age, common side affects. Document immunizations in chart
6. Infant /toddler care, caries prevention, introduction of toilet training, infant/toddler stimulation, anticipatory guidance, avoiding unhealthy foods sugared commercial foods.
7. SIDS prevention (Refer to procedure for Safe Crib/Voucher referral), infant/ toddler safety, eliminate tobacco smoking exposure
8. Care of the low birth weight, pre-term and/or drug withdrawal infant/toddler (fussy baby syndrome)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Pediatric Visit (3 – 12 months)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

1. Obtain interval history (what happened since the last home visit) including: any pediatric clinic sick visits, emergency room visits, or hospitalizations.
2. Review parental management of illnesses and last well baby clinic visit (with review of clinic book or immunization record) since previous visits.
3. Review parental changes- illness, hospitalization and/or death, incarcerations, drug treatment programs etc.
4. Monitor vital signs (TPR), head chest measurements, height, weight, appropriate weight gain and height for age, excessive weight gains.
5. Examine all systems with infant's clothes off—Skin, HEENT, chest, cardiac, abdomen, umbilical cord, extremities, GU, circumcision, appropriate reflexes, signs of child maltreatment, and signs of drug withdrawal.
6. Denver Developmental Screening (See screening procedure)
7. Review psycho/social issues- parent/infant interaction/bonding and her support systems. Adjustment to parenthood, fears, concerns. Father of baby involvement
8. Assess feeding pattern – amount of formula, barriers to breast feeding, regurgitation or vomiting after feedings. Formula intolerance, food allergies. Introduction of solid foods, sugared commercial foods
9. Assess economic status and environmental (heat, water, food, formula, clothes) (See procedure for home assessment)
10. Assess elimination pattern, stools, and urine output
11. Assess for the need for referrals –medical home, WIC, Parent Infant Development Center, etc.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Pediatric Visit (3 – 12 months)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION

Parent/caregiver education includes:

1. Signs and symptoms of infant/toddler illness and indications for seeking medical care/advise
2. Use of the non mercury thermometer
3. Breast-feeding or bottle-feeding, with a focus on the benefits of breast. Encourage breast feeding for at least 6 months after birth
4. Significance of regular clinic visits, EPSDT visits.
5. Immunization for appropriate age, common side affects. Document immunizations in chart
6. Infant /toddler care, caries prevention, introduction of toilet training, infant/toddler stimulation, anticipatory guidance, avoiding unhealthy foods sugared commercial foods.
7. SIDS prevention (Refer to procedure for Safe Crib/Voucher referral), infant/ toddler safety, eliminate tobacco smoking exposure
8. Care of the low birth weight, pre-term and/or drug withdrawal infant/toddler (fussy baby syndrome)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Pediatric Visit (12 - 24 months)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

1. Obtain interval history (what happened since the last home visit) including: any pediatric clinic sick visits, emergency room visits, or hospitalizations.
2. Review parental management of illnesses and last well baby clinic visit (with review of clinic book or immunization record) since previous visits.
3. Review parental changes- illness, hospitalization and/or death, incarcerations, drug treatment programs etc.
4. Monitor vital signs (TPR), head chest measurements, height, weight, appropriate weight gain and height for age, excessive weight gains.
5. Examine all systems with infant's clothes off—Skin, HEENT, chest, cardiac, abdomen, umbilical cord, extremities, GU, circumcision, appropriate reflexes, signs of child maltreatment, and signs of drug withdrawal.
6. Denver Developmental Screening (See screening procedure)
7. Review psycho/social issues- parent/infant interaction/bonding and her support systems. Adjustment to parenthood, fears, concerns. Father of baby involvement
8. Assess feeding pattern – amount of formula, barriers to breast feeding, regurgitation or vomiting after feedings. Formula intolerance, food allergies. Introduction of solid foods, sugared commercial foods
9. Assess economic status and environmental (heat, water, food, formula, clothes) (See procedure for home assessment)
10. Assess elimination pattern, stools, and urine output
11. Assess for the need for referrals –medical home, WIC, Parent Infant Development Center, etc.



Healthy Start Nurse Case Management Manual

PROTOCOL: Follow-up Pediatric Visit (12 - 24 months)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

CLIENT EDUCATION

Parent/caregiver education includes:

1. Signs and symptoms of infant/toddler illness and indications for seeking medical care/advise
2. Use of the non mercury thermometer
3. Breast-feeding or bottle-feeding, with a focus on the benefits of breast. Encourage breast feeding for at least 6 months after birth
4. Significance of regular clinic visits, EPSDT visits.
5. Immunization for appropriate age, common side affects. Document immunizations in chart
6. Infant /toddler care, caries prevention, introduction of toilet training, infant/toddler stimulation, anticipatory guidance, avoiding unhealthy foods sugared commercial foods.
7. SIDS prevention (Refer to procedure for Safe Crib/Voucher referral), infant/ toddler safety, eliminate tobacco smoking exposure
8. Care of the low birth weight, pre-term and/or drug withdrawal infant/toddler (fussy baby syndrome)

One-on-one education on any risk factors should be documented on client's record as risk reduction education. Clients may also be referred to relevant group health education session sponsored by the project or external providers. Clients may also be referred to external providers for intervention. Such referrals and resolution status should be documented on the client's record.



Healthy Start Nurse Case Management Manual

PROTOCOL: Termination of Referral and Discharges

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

There are three categories for terminating a referral or discharging a client from the DCHS Project case-management:

1. **Non-Case Management Discharge:** is a pending referral/Participant Information Form (PIF) received by the Nurse Case Manager (NCM). The (NCM) has been unable to locate the person (referral) for admission to DCHS case management or the person received services without admission to case management.
2. **Hard to Find Clients:** unable to locate client or had initially been located and admitted to case management, but recently the client has not been home for visits and have not returned phone calls.
3. **Client Case Discharged:** is a discharge-client was an active participant and has successfully completed 2 years with case management and has no further needs. Other reasons for client case closure are participant moves out of the project area, participant dies, or participant refuses further case management services.



Healthy Start Nurse Case Management Manual

PROTOCOL: **Termination of a Referral**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers, Quality Assurance Nurse**

Termination of a referral: a pending referral/Participant Information Form (PIF) is a referral for case management services, but who has not been admitted to DCHS case management, either because the person can not be located or who receives limited services without admission to case management. Such referrals are terminated in the following manner:

1. Phone Calls to Clients
 - a) Call to verify address and schedule home visit. If no answer, call at different times during the day. Document attempts and outcome.
 - b) Call the alternative phone number if available.
2. Home visit attempted:
 - a) First home visit should be within 5 working days of receiving the referral. If unsuccessful, leave note in sealed envelope requesting client to contact you. Document attempt and outcome.
 - b) Notify referral source that you have been unable to find the individual. Verify address and telephone number and alternative number and document contact.
 - c) Second visit should occur within 1 week of not finding a referral. If unsuccessful, leave note in sealed envelope requesting client to contact you. Document attempt and outcome.
 - d) Third and final attempt should be 1 week after second unsuccessful visit. If unsuccessful, leave note in sealed envelope requesting client to contact you. Document attempt and outcome.
 - e) Wait for 1 week, after the third unsuccessful home visit and if the referral has not contacted the nurse case manager, please do a case review with the nurse case coordinator and/or quality assurance nurse.
 - f) Notify referring agency unless self-referral of intent of discharge in 7 days.
 - g) If no further information made available, discharge after 7 days.



Healthy Start Nurse Case Management Manual

PROTOCOL: Hard to Find Client Discharge

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Hard to Find Client: a client that was initially admitted to case management. But, recently the client has not been home for visits and has not returned phone calls.

Take the following steps to locate the client before discharge:

1. Call at different times during the day. Document attempts and outcome.
2. Attempt home visit:
 - a. Make (unscheduled) home visit. If unsuccessful, leave note in sealed envelope requesting client to contact you. Document attempt and outcome.
 - b. Notify referral source that you have been unable to find the individual. Verify address and telephone number and alternative number and document contact.
 - c. Follow-up visit should occur within 2 weeks of previous visit. If unsuccessful, leave note in sealed envelope requesting client to contact you. Document attempt and outcome.
 - d. Third and final attempt should be 1 week after second unsuccessful visit. If unsuccessful, leave note in sealed envelope requesting client to contact you. Document attempt and outcome.
 - e. Wait for 1 week, after the third unsuccessful home visit and if the client has not contacted the nurse case manager, please do a case review with the nurse case coordinator and/or quality assurance nurse.
 - f. Notify referring agency unless self-referral of intent of discharge in 7 days.
 - g. If no further information made available, discharge after 7 days.



Healthy Start Nurse Case Management Manual

PROTOCOL: Carried Case Discharge

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Carried Case Discharge: a discharge-client is an active participant and has successfully completed 2 years with case management and has no further needs. Other reasons for client case closure occur if participant moves out of the project area, participant is deceased, or if participant refuses further case management services.

The following steps are required prior to discharging clients. The client case closure is a discharge for a client that:

1. Review record to ensure that documentation is complete and that all mandatory information and screens have been completed.
2. Complete a discharge home visit with client and family or significant others.
3. Confirm that the client has a medical provider and referral to community resources.
4. Meet with the Nurse Case Manager Coordinator and/or Quality assurance Nurse for a case review.
5. Notify referring agency unless self-referral of intent of discharge in 7 days.
6. If no further information made available, discharge after 7 days.



Healthy Start Nurse Case Management Manual

PROTOCOL: Data Submission

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Quality Review of assessment forms, referral forms and tracking forms

1. The NCM submits all completed maternal, postpartum and child assessment forms and referral forms (PIF forms) to the Q.A. nurse for review.
2. If the forms have been completed correctly, the Q.A. nurse submits the forms to data.
3. Any questions pertaining to data should be addressed to the NCM coordinator or the quality assurance nurse.

Admission chart for labeling to medical records:

The NCM completes the new admission chart and delivers it to medical records for a case number. Case number must appear on all pages of chart content.

Discharge and Dismissal:

All pending referrals and clients are case reviewed before termination, transfer, or discharge. The Q.A. nurse submits this information to the data team.



Healthy Start Nurse Case Management Manual

PROTOCOL: **Administrative Policies-Required Documentation: HIPAA**

LAST REVISION DATE: **September 2006**

APPLICABLE STAFF: **Nurse Case Managers**

Confidentiality / HIPPA Compliance Requirements

For the first time a set of national standards has been established for the protection of certain information. A major goal is to assure that individual’s health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public’s health and well being. The Health Insurance Portability and Accountability Act of 1996¹ (HIPPA) ensures:

1. Portability: that individuals moving from one health plan to another will have continuity of coverage and will not be denied coverage under pre-existing conditions.
2. Accountability: Privacy and security regulations punish individuals or organizations that fail to keep patient information confidential.
3. Protecting Privacy: Any information that might identify someone is called Protected Health Information (PHI) under HIPAA:

Name	Telephone and Fax
Address	Email
Employers	Social Security number
Relatives’ Names	Medical record number
Dates of Birth	Fingerprints
Photos	Codes

Exception to the rule:

- Report communicable diseases to state health departments
- Report medical devices that break or malfunction
- Report child abuse or domestic violence to police
- Police have the right to have access to certain information when there is criminal investigation
- Providers must report suspicious deaths or injuries
- Providers report information about patient’s death to Coroners and funeral directors

The Maternal and Family Health Administration conducts random confidentiality – protection of client/participant information audit of employee’s desks. (Refer to form in the Appendices). Assure all DCHS clients that any information pertaining to her or her family is to be kept in strict confidence except for information shared with DCHS staff, medical, social services and other providers involved in her care and/or the care of the baby. Use or disclose information only to staff that need to know the information. It is unprofessional and illegal to talk to about PHI with anyone other than someone that needs to know and is authorized to know.



Healthy Start Nurse Case Management Manual

PROTOCOL: Administrative Policies-Required Documentation

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Patient Consent Form:

The voluntary consent forms are signed by the participant and witnessed by the Nurse Case Manager before the potential client is enrolled into case management, and before the initial evaluation of the newborn. The consent form is kept in the client’s record. (Refer to DCHS Project Participation and Consent form).

A minor of any age may self-consent to health services which he or she requests for the prevention, diagnosis, or treatment of the following medical situations:

1. Pregnancy or its lawful termination
2. Substance abuse, including drug and alcohol abuse
3. A mental or emotional condition and sexually transmitted diseases

Format and frequency of documentation

1. Nursing notes are written on the narrative form in black ink Narrative or SOAP format is acceptable. Document all use of support services, referrals, and contact with medical providers, including the date, information exchanged/concerns and follow up.
2. Nursing notes are written during the client’s home visit the or after returning to the office on the same day.

Client Record (Description)

Records are organized in standard format by medical records clerk and are not to be altered by individual staff. The client record includes:

Auditing Form Postpartum Assessment Form Infant/Pediatric Initial Home Visiting Record Form	Maternal Assessment Form Participant Consent Form Infant/Pediatric Assessment Initial Assessment Tool (Antepartum) Prenatal Home Visit Tracking Form Denver Prescreening Developmental Four P’s Screening Tool Recurrent Screening Tracking Form Client Care Plan Referral and Tracking Form Participant Intake Form (Non-case managed) Father Service/Referral Form Father Personal Development Plan	Nursing Postpartum Assessment CESD Screening Tool Abuse Screening Tool Missed Visit Letter (Client) Client Problem List Case Conference Referral Form Participant Narrative Note Father Narrative Form Father’s Personal Development Profile
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Healthy Start Nurse Case Management Manual

PROTOCOL: Required Documentation: Care Plans

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

The Standard Interconception Care plan includes:

- a) Monitoring of vital signs, height, weight, BMI
- b) Compliance with age- appropriate examinations and screenings
- c) Status of reproductive health (including use of family planning method)
- d) Referrals as indicated for provider services.
- e) A list of service providers involved with the participants and a list of agencies to which the participant will be referred.
- f) An assessment to determine the need for prenatal, postpartum, infant care, mental health, social, educational, vocational, substance abuse treatment, childcare, transportation, and parenting services.
- g) Client problem list and plan for care formulation
- h) Expected outcomes
- i) Skilled nursing and social interventions
- j) Health education
- k) Documentation of interventions and plan
- l) Evaluation of interventions
- m) Verification of eligibility status/ public program participation.



Healthy Start Nurse Case Management Manual

PROTOCOL: Required Documentation: Case Conference

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

The purpose of the Case conference is to assess clients' needs, progress and plan of care. An integrated plan of care is formulated that meets the clients' individual and family needs.

Case Conferences:

The case conference is mandatory and should be staffed with a minimum of three participants – two of the three participants must be the Case Management Coordinator or Quality Assurance Coordinator and the nurse case manager, who facilitates the conference. Other staff may include the male outreach worker, health educators, and other DCHS personnel.

Case conferences will be held at the minimum once a month and include new admissions and clients identified as high risk. The high-risk client may be conferenced more frequently depending on the needs of the prenatal or interconception client. Any pertinent information collected during this conference is to be incorporated into the individual care plan. Case conference forms must indicate status: new admission or high risk prior to the day of the conference.

All high-risk clients must also be case conferenced at least twice within each trimester and the interconception client will be conferenced every 3 months. All case conferences must be documented in the chart within 24 hours. All new admissions should be presented on the first Monday of the month and includes all new admissions for the last thirty days. Case conferences are scheduled for each Monday from 10:00 a.m. to 1:00 p.m. The nurse case manager coordinator must approve any changes.



Healthy Start Nurse Case Management Manual

PROTOCOL: Required Documentation: Case Review

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Case Reviews:

The case review is a brief client update conference that will consist of the nurse case manager, the nurse case manager coordinator and/or the quality assurance nurse. All non-case management/pending referrals and clients are case reviewed before dismissal, transfer, or discharge.

Case reviews are conducted as needed for High Risk clients for the purpose of input and guidance from the nurse case manager coordinator and/or the quality assurance nurse.

A written copy of the case review must be submitted to the nurse case manager coordinator, the day of the conference. **See Case Conference Summary.** The NCM will file the original copy in the medical record.

All clients that identify a male in the father's information section on the maternal or postpartum assessment form will submit a referral form (PIF) to male outreach for follow up.



Healthy Start Nurse Case Management Manual

PROCEDURE: Body Mass Index (BMI)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Obesity increases a woman's risk for preterm delivery and/or having a low birth weight infant. Body lipids (fat) have also been found to decrease the body's ability to metabolize folic acid and therefore increase the risk of an obese woman delivering an infant with a neural tube defect. All pregnant and postpartum clients should have a Body Mass Index completed. While it is medically unsound for a woman to diet during pregnancy, obese postpartum women who are not breast feeding should be encouraged to consult their physician regarding a sound weight reduction and exercise plan.

Calculating Body Mass Index (BMI) a method for population assessment of overweight and obesity.

It is low cost and easy to use for clinicians and the general public.

There are 2 types:

- 1) The BMI calculator wheel
- 2) The BMI formula

Both methods should be used to validate calculations. So if you use the BMI formula then follow up with the BMI calculation wheel and vice versa.

Information required for calculation of a client's BMI:

- Height (in inches)
- Weight (in pounds)
- BMI formula

$$\text{BMI} = \left(\frac{\text{Weight in Pounds}}{(\text{Height in inches}) \times (\text{Height in inches})} \right) \times 703$$

You can calculate BMI in either feet, inches, and pounds, or meters, centimeters, or kilograms



Healthy Start Nurse Case Management Manual

PROCEDURE: Body Mass Index (cont'd)

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

BMI calculator wheel

Follow instructions on the wheel

Body Mass Index or BMI is a tool for indicating weight status in adults.¹ It is a measure of weight for height. For adults over 20 years old, BMI falls into one of these categories:

BMI	Weight Status
Below 18.5	Underweight
18.5 – 24.9	Normal
25.0 – 29.9	Overweight
30.0 and Above	Obese

Note: [BMI for Children and Teens](#) is based on gender and age specific charts.



Healthy Start Nurse Case Management Manual

PROCEDURE: Fetal Heart Rate Monitoring

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Fetal heart rate should be monitored at each visit beginning at or around the ninth or ten week of pregnancy. The normal range is 120-160 beats per minute. Rate will acceleration and decelerate with movement. Fetal heart rate should be monitored for one (1) full minute, while client is in reclined position. If pregnancy is in early stages, detection of heart rate is improved when the woman has a full bladder. *Follow Fetal Doppler monitor instructions.*

1. Monitor with a Fetal Ultrasound Doppler.
2. If fetal heart rate is less than 120 beats per minute, place mother in her left side. If fetal heart rate does not return to 120-160 – CALL THE DOCTOR.
3. If the fetal heart rate remains above 160 – CALL THE DOCTOR. Check woman's temperature.
4. If client refuses fetal heart rate, document in narrative, including date and time of refusal.
5. If unable to obtain a fetal heart rate after 10 weeks – give juice and re-check. If no fetal heart rate, CHECK WITH THE DOCTOR STAT.
6. Fetal heart rate sound like “galloping horses” and is rapid while maternal pulse is not as rapid and placental pulse rate is a “swishing sound.” To differentiate between fetal and maternal pulse, palpate maternal radial pulse and listen to fetal heart tones. If they are the same, maternal pulse is being heard. If they are different, the more rapid beat is the fetal heart rate.

Note: Fetal heart rate may be more difficult to detect in women who are obese.



Healthy Start Nurse Case Management Manual

PROCEDURE: Crib Safety Inspection

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

Efforts to reduce the occurrence of Sudden Infant Death Syndrome (SIDS) include encouraging parents to place infants on their backs to sleep and appropriate use of cribs. Cribs should be inspected to ensure proper assembly and the use of appropriate bedding within 48 hours of receipt and at each visit during the first year of the infant's life. Checklist should be placed in client record. *See In-Home Crib Checklist*



Healthy Start Nurse Case Management Manual

PROCEDURE: Kick Count

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Nurse Case Managers

At about 18-20 weeks gestation, the mother begins to appreciate/feel the fetus moving. Counting fetal movement is an exam that can indicate absence of fetal distress and general wellbeing of fetus. Kick counts are strongly recommended for all high-risk pregnancies. Emphasize that is great variation in movement patterns and that only deviations are of concern. All pregnant clients should be taught how to do “kick counts” at 28 weeks gestation and given a “kick count” chart. Nurse should reinforce teaching and review ” kick chart” at each visit. *See “How to Do Kick Count” and “Kick Count Chart”*



Healthy Start Nurse Case Management Manual

PROCEDURE: Depression Screening

LAST REVISION DATE: September 2006

APPLICABLE STAFF: All Field Staff

Maternal depression is a multifaceted condition that involves a range of physical and emotional changes that a woman can experience during the pregnancy, after delivery, and/or during the first year after childbirth. It affects the mother's mental health, her functioning as a mother, the family's functioning, and her child's development. The term is used to describe a spectrum of conditions occurring at different times: prenatal depression; postpartum blues; postpartum depression and postpartum psychosis. All forms of depression should be identified and treated, however postpartum psychosis is the most severe of conditions relating to maternal depression. Its symptoms include hallucinations and paranoia, which can lead to suicide or infanticide. While postpartum psychosis is rare its consequences can be deadly and it requires prompt intervention. Most women will experience milder conditions.

Before administering the depression screen, emphasize that it is only a screening tool and does not mean you are depressed but may be at risk for depression. Administer screen in a private and non-threatening place. Make sure client is comfortable and relaxed. Assure the client that that she will not be judged by you by her responses and that you are there to help. See CESD Screen. Women who screen positive should receive information on depression and be referred for further evaluation.

Baseline screen should be administered during the initial visit on all new clients. Clients are re-screened every three months (3) until delivery or more frequently is indicated. During postpartum period, initial postpartum screen is administered during the first postpartum visit and every two months (2) during the first six month following delivery and then every six (6) months until the child's second birthday. Depression screen should be repeated prior to discharge if last screen was completed more than one (1) month prior to the intended date of discharge.



Healthy Start Nurse Case Management Manual

PROCEDURE: Domestic Violence Screening

LAST REVISION DATE: September 2006

APPLICABLE STAFF: Field Staff

Domestic violence is prevalent in pregnancy, with homicide as the leading cause of death for pregnant women. Prenatal screening and well newborn visits provide screening opportunities for family violence as well as routine physical care. Domestic violence often starts during pregnancy and can contribute to adverse perinatal outcomes. All participants are to be screened on admission and every three (3) months throughout pregnancy and every six (6) months for the duration of services. Women who screen positive should receive counseling and or referral and assistance with developing a “safety plan.” All participants must be re-screened prior to discharge if last screen completed more than one (1) month prior to date of intended discharge.



Healthy Start Nurse Case Management Manual

PROCEDURE: Substance Abuse Screening

LAST REVISION DATE: September 2005

APPLICABLE STAFF: Field Staff

This screening device is often used as a way to begin discussion about drug or alcohol use. Any women who answers yes to one or both questions 1 or 2 should be referred for further assessment. Any woman who answers yes to question 3 or 4 should receive risk reduction intervention (health education information and/or referral to support group such as AL-NON). Interventions and referrals must be documented on the clients risk reduction-tracking sheet. For case managed clients, screen should be administered within 3 weeks of admission and repeated at least three times during pregnancy, because the client may not trust the nurse and because substance abuse could occur at anytime. *See Four P's Screening Tool*



Healthy Start Nurse Case Management Manual

Screening Tools, Check List, and Other



Healthy Start Nurse Case Management Manual

In-Home Crib Checklist

Please indicate your findings by checking the appropriate box below:

1. Use of Crib:

- Baby does not use crib
- Baby Co- Sleeps
- No problems identified

Intervention: _____

2. Baby is positioned:

- On Side
- On Abdomen
- No problems identified

3. Position of Side Rails:

- Rails missing
- Rails broken
- No problems identified

Intervention: _____

4. Articles in Crib:

- Crib contains one fitted sheet without flat sheet
- Bumper
- Crib contains stuffed toys
- No problems identified

Intervention: _____

5. Environment:

- Signs of smoking
- Signs of drug use
- No problems identified

Intervention: _____

6. Please check recommendations below:

- Repeat SID's training
- Indicate number of category where help is needed:
- Crib assembled correctly and appropriately used

Intervention: _____

Infant Name: _____

Case Number: _____

Date: _____

Name: _____



Healthy Start Nurse Case Management Manual

4 P's Screening Tool

1. Have you ever used drugs or alcohol during this **P**regnancy?
 - A) Yes
 - B) No

2. Have you had a problem with drugs or alcohol in the **P**ast?
 - A) Yes
 - B) No

3. Does your **P**artner have a problem with drugs or alcohol?
 - A) Yes
 - B) No

4. Do you consider one of your **P**arents to be an addict or alcoholic?
 - A) Yes
 - B) No

Scoring: Any women who answers yes to one or both questions 1 or 2 should be referred for further assessment. Any woman who answers yes to question 3 or 4 should receive risk reduction

Client Name:
Client Number:
Date:



Healthy Start Nurse Case Management Manual

Baby Kick Counts

Counting your baby's movements is something you can do at home. It will help you to know how your baby is doing. Babies start moving around 28 weeks or during the seventh month of pregnancy. Each baby has a different pattern of activity and it is important that you know what your baby's is.

YOU NEED TO:

1. Pick a quiet time in your day, when you can count how many times the baby moves. Some babies move most in the evening.
2. You may sit with your feet up or lie on your side.
3. Count all baby movements until you reach 10. **DO NOT** count for more than 2 hours. If your baby moves more than 10 times before 2 hours is up, you can stop counting. Record the time and number of kicks and share this with your nurse case manager and your doctor.
4. If your baby does not move more than 3 times in thirty minutes, drink a glass of juice or eat fruit and lie down on your left side and start over counting your baby's movements. **DO NOT** count for more than two hours.

CALL YOUR DOCTOR IMMEDIATELY IF YOUR BABIES MOVES LESS THAN THREE TIMES AFTER EATING OR DRINKING OR IF YOU NOTICE THAT YOUR BABY'S DAILY MOVEMENTS OR KICKS HAVE DECREASED!!



Healthy Start Nurse Case Management Manual

KICK COUNT CHART

Date: _____

Date: _____

Date: _____

Start Time: _____

Start Time: _____

Start Times: _____

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

5. _____

5. _____

5. _____

6. _____

6. _____

6. _____

7. _____

7. _____

7. _____

8. _____

8. _____

8. _____

9. _____

9. _____

9. _____

10. _____

10. _____

10. _____

Date: _____

Date: _____

Date: _____

Start Time: _____

Start Time: _____

Start Times: _____

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

5. _____

5. _____

5. _____

6. _____

6. _____

6. _____

7. _____

7. _____

7. _____

8. _____

8. _____

8. _____

9. _____

9. _____

9. _____

10. _____

10. _____

10. _____

Client Name:
Client Number:



Healthy Start Nurse Case Management Manual

CASE CONFERENCE FORM

DATE: _____

Initial Case Conference Yes No

F/U Case Conference Yes No

Client Name: _____ **Client #:** _____

Client Status: ___ Prenatal ___ Postpartum ___ Pediatric

Risk Level:

Staff Present: _____

SUMMARY OF ISSUES DISCUSSED: _____

INTERVENTION STRATEGIES: _____

F/U CASE CONFERENCE DATE: _____
NURSE CASE MANAGER: _____
SUPERVISOR/QA COORDINATOR: _____



Healthy Start Nurse Case Management Manual

Center for Epidemiologic Studies – Depression (CESD)

Score = Sum – 20 points

Note: Reversals of D.H.L.P. Add points as shown. Scores above 17 considered at risk

INSTRUCTIONS FOR READING QUESTIONS

“I’m going to read a list of ways you may have felt or behaved. Looking at the categories on this sheet, please say how often you have felt this way during the past week. How often during the past week have you felt (READ STATEMENT “A”) – would you say: rarely or never, some or a little of the time, occasionally, moderate or most or all of the amount of the time?”

REPEAT FOR B –T AND CIRCLE ONE FOR EACH

	1 Point Rarely or Never (less than 1 Day)	2 Points Some or Little (1-2 Days)	3 Points Occasion ally Or Moderate (3-4 Days)	4 Points Most of Time (5-7 Days)
A. Bothered by things that usually don't bother you..	1	2	3	4
B. You had a change in your appetite; you wanted to eat more or less.....	1	2	3	4
C. You could not shake off the blues, not even with help from family and friends.....	1	2	3	4
D. You were as good as other people....	4	3	2	1
E. You has trouble keeping your mind on what you were doing.....	1	2	3	4
F. Depressed.....	1	2	3	4
G. That everything you did was an effort.....	1	2	3	4
H. Hopeful about the future....	4	3	2	1
I. Your life has been a failure.	1	2	3	4
J. Fearful.....	1	2	3	4
K. Your sleep was restless.....	1	2	3	4
L. You were happy.....	4	3	2	1
M. You talked less than usual....	1	2	3	4
N. You felt lonely.....	1	2	3	4
O. People were unfriendly.....	1	2	3	4
P. Enjoyed life.....	4	3	2	1
Q. You had crying spells.....	1	2	3	4
R. You felt sad.....	1	2	3	4
S. You felt that people dislike you.....	1	2	3	4
T. You could not “get going”....	1	2	3	4

Client Name: _____ **CaseNo.** _____ **Date:** _____



Healthy Start Nurse Case Management Manual

D.C. HEALTHY START PROJECT ABUSE ASSESSMENT SCREEN

1 Have you ever been emotionally or physically abused by your partner or someone important to you? YES [] NO []

2 Within the last year, have you ever been hit, slapped, kicked or otherwise physically hurt by someone? YES [] NO []

If yes, by whom _____

Total number of times _____

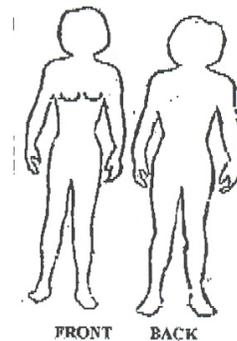
3 Since you've been pregnant, were you hit, slapped, kicked, or otherwise physically hurt by someone? YES [] NO []

If yes, by whom _____

Total number of times _____

Mark the area of injury on the body map

- 1=Threats or abuse, including use of weapon
2=Slapping, pushing, no injuries and/or lasting pain
3=Punching, kicking, bruises, cuts and/or continuing pain
4=Beating up, severe contusions, burns, broken bones
5=Head injury, internal injury, permanent injury
6=use of weapon, wound from weapon



SCORE

(If any of the descriptions for the higher number apply, use the higher number)

4 Within the last year, has anyone forced you to have sexual activities? YES [] NO []

5 Are you afraid of your partner or anyone you listed? YES [] NO []

Client Name:
Client Number:

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

_____ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

_____ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

_____ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

_____ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

_____ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

_____ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

DATE

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001
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Instructions:
 Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
 One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

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

Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
--	--

1. Total number of reports being filed by this Company. _____

Section B – COMPANY IDENTIFICATION *(To be answered by all employers)*

1. Name of Company which owns or controls the establishment for which this report is filed	OFFICIAL USE ONLY
--	-------------------------

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

b. Employer Identification No.									
--------------------------------	--	--	--	--	--	--	--	--	--

2. Establishment for which this report is filed.	OFFICIAL USE ONLY
--	-------------------------

a. Name of establishment	c.
--------------------------	----

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

b. Employer Identification No.									
--------------------------------	--	--	--	--	--	--	--	--	--

3. Parent of affiliated Company

a. Name of parent or affiliated Company	b. Employer Identification No.								
---	--------------------------------	--	--	--	--	--	--	--	--

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

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	OFFICIAL USE ONLY
--	---	-------------------------

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

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	
---	--

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

- | | | | |
|--|---|---------------------------------|--|
| 1. How was information as to race or ethnic group in Section D obtained?
a. <input type="checkbox"/> Visual Survey
b. <input type="checkbox"/> Employment Record | c. <input type="checkbox"/> Other Specify _____ | 2. Dates of payroll period used | 3. Pay period of last report submitted for this establishment. _____ |
|--|---|---------------------------------|--|

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

- Check One
1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)	Address (Number and street)		
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:					TELEPHONE NO:		DATE:		
INDICATE IF THE PRIME UTILIZES A <u>“MINORITY FINANCIAL INSTITUTION”</u> _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									

District of Columbia Register
GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

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

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

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

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

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

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

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

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

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

Signed by Marion Barry, Jr.
Mayor

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

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

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

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

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

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

1101 SCOPE

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

1102 COVERAGE

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

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

1103 CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

1106 NONRESPONSIBLE CONTRACTORS

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

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

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

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

1107 NOTICE OF COMPLIANCE

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

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

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

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

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

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

- (a) Officials and managers;
- (b) Professionals;

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

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

1109 WAIVERS

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

1110 SOLICITATION OF CONTRACT

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

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

1111 PRIOR TO EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

1115 COMPLIANCE REVIEW

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

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

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

1116 ENFORCEMENT

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

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

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

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

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

1199.1

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

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

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

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

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

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

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

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

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

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

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: (Yes) ____ (No) ____

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

I. GENERAL TERMS

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

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

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

III. REFERRAL

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

IV. PLACEMENT

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

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
 - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

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

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
- 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, 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.

H Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO
 If yes, certification number: _____

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO
 If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

 Signature Dept. of Employment Services

 Signature of Employer

 Name of Company

 Address

 Telephone

 E-mail

EMPLOYMENT PLAN

NAME OF FIRM _____

ADDRESS _____

TELEPHONE NUMBER _____ FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON _____ TITLE _____

E-mail: _____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS

This form is provided to document the past performance of Health Management Systems, Inc. The following standards shall be used in arriving at the rating. Upon completion of this form, please submit it as an e-mailed attachment to Jennifer Wimbish at e-mail address: jennifer.wimbish@dc.gov.

The subject line of the e-mail should be “Offeror’s Name – Past Performance Evaluation – Solicitation Number and Caption.” Thank you for assisting the Government of the District of Columbia in evaluating this Offeror's past performance.

Numeric Rating	Adjective	Description
0	Unacceptable	Contractor's performance failed to meet minimum requirements/contract expectations; <i>e.g.</i> , no demonstrated capacity, major deficiencies which were not correctable
1	Poor	Contractor's performance marginally met minimum requirements/contract expectations; had major deficiencies which were correctable.
2	Minimally Acceptable	Contractor's performance marginally met minimum requirements/contract expectations; had minor deficiencies which were correctable.
3	Acceptable	Contractor's performance met requirements/contract expectations; no deficiencies.
4	Good	Contractor's performance met all requirements/contract expectations and exceeded some requirements/contract expectations; no deficiencies.
5	Excellent	Contractor's performance exceeded most, if not all requirements/contract expectations; no deficiencies.

If the element is not applicable, indicate with “N/A.” If no data has been obtained or additional comments are provided, please note in this column.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



PAST PERFORMANCE RATING FORM						
NAME OF COMPANY EVALUATED:						
ADDRESS OF COMPANY EVALUATED:						
TYPE OF SERVICES PERFORMED:						
NAME OF EVALUATOR	EVALUATOR'S COMPANY/AGENCY			DATE EVALUATION PROVIDED		
Performance Element	Excellent	Good	Acceptable	Minimally Acceptable	Poor	Unacceptable
1. QUALITY OF TECHNICAL APPROACH (For example: Were the services comprehensive, complete, and feasible? (Met the needs, performed successfully, and accommodated changing requirements.)						
2. EFFECTIVE AND EFFICIENT USE OF RESOURCES (For example: Was the contractor able to obtain in a timely manner the amount and type of personnel resources required to support the project, effectively train personnel to perform the work required for the project, and maintain the required workforce throughout the term of the contract?)						
3. EFFECTIVE AND EFFICIENT USE OF SUBCONTRACTORS (For example: Was the experience of the subcontractors directly applicable to the project, did the contractor successfully meet subcontracting goals and objectives as related to small, woman-owned and small disadvantaged businesses, and did the contractor successfully utilize and manage all subcontractor resources?)						
4. QUALITY OF PERFORMANCE/CUSTOMER SATISFACTION (For example: Was the contractor committed to customer satisfaction?)						
Continued on next page						

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement**



PAST PERFORMANCE RATING FORM, continued						
Performance Element	Excellent	Good	Acceptable	Minimally Acceptable	Poor	Unacceptable
5. BUSINESS BEHAVIOR (For example: Was the contractor reasonable and cooperative at the corporate and program levels in response to changes in technical direction, correcting errors, poor performance, criticism/rejection of contract deliverables and other quality issues?)						
6. COMMUNICATION (For example: Did the contractor work and communicate well with contracting officers, contracting officer's technical representatives, end users, other contractors, subcontractors, and in-house staff?)						
7. COST CONTROL (For example: Was the contractor successful in planning and proposing realistic costs, monitoring performance, operating at or below budget, and implementing corrections/changes in a cost effective manner?)						
8. TIMELINESS OF PERFORMANCE (For example: Was the contractor successful in planning and proposing realistic schedules, monitoring performance, completing work on time, and implementing corrections/changes in a timely manner?)						
9. UNDERSTANDING OF REQUIREMENTS (For example: Did the contractor show an understanding of the scope of the requirements and an appreciation of the complexity of the requirements? And did the contractor effectively identify flaws, inconsistencies and other inaccuracies in your technical direction?)						
OVERALL EVALUATION SCORE (Note: This must be consistent with the individual scores)						

Comments Please provide any comments regarding your performance element ratings in the appropriate spaces below. Please add additional pages as necessary.

HMS has always provided Oklahoma a quality work product and has been a great partner for us. They have great technical skills and put our customer satisfaction number one as well as maintain really good relations with our provider base. I would highly recommend HMS.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	()	()	()
Employment Withholding	()	()	()
Ball Park Fee	()	()	()
Corporation Franchise	()	()	()
Unincorporated Franchise	()	()	()
Personal Property	()	()	()
Real Property	()	()	()
Individual Income	()	()	()

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public: _____

My Commission Expires: _____

WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2103

William W.Gross Division of | Revision No.: 4
Director Wage Determinations| Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29

01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70

11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82

13047 - Librarian	25.45	
13050 - Library Aide/Clerk	12.52	
13054 - Library Information Technology Systems Administrator		22.99
13058 - Library Technician	17.88	
13061 - Media Specialist I	16.58	
13062 - Media Specialist II	18.55	
13063 - Media Specialist III	20.68	
13071 - Photographer I	14.67	
13072 - Photographer II	17.18	
13073 - Photographer III	21.52	
13074 - Photographer IV	26.05	
13075 - Photographer V	29.15	
13110 - Video Teleconference Technician		16.58
14000 - Information Technology Occupations		
14041 - Computer Operator I	16.72	
14042 - Computer Operator II	18.71	
14043 - Computer Operator III	20.86	
14044 - Computer Operator IV	23.18	
14045 - Computer Operator V	25.66	
14071 - Computer Programmer I (1)	21.60	
14072 - Computer Programmer II (1)	26.37	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	16.72	
14160 - Personal Computer Support Technician		23.18
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.39
15020 - Aircrew Training Devices Instructor (Rated)		42.72
15030 - Air Crew Training Devices Instructor (Pilot)		50.66
15050 - Computer Based Training Specialist / Instructor		31.26
15060 - Educational Technologist	29.09	
15070 - Flight Instructor (Pilot)	50.66	
15080 - Graphic Artist	24.95	
15090 - Technical Instructor	23.87	
15095 - Technical Instructor/Course Developer		29.19
15110 - Test Proctor	19.04	
15120 - Tutor	19.04	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.95	
16030 - Counter Attendant	8.95	
16040 - Dry Cleaner	12.21	
16070 - Finisher, Flatwork, Machine	8.95	
16090 - Presser, Hand	8.95	
16110 - Presser, Machine, Drycleaning	8.95	
16130 - Presser, Machine, Shirts	8.95	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.95
16190 - Sewing Machine Operator	12.30	

16220 - Tailor	13.01	
16250 - Washer, Machine	9.81	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.95
19040 - Tool And Die Maker	23.05	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.26	
21030 - Material Coordinator	21.29	
21040 - Material Expediter	21.29	
21050 - Material Handling Laborer	12.65	
21071 - Order Filler	13.21	
21080 - Production Line Worker (Food Processing)		17.28
21110 - Shipping Packer	14.46	
21130 - Shipping/Receiving Clerk	14.46	
21140 - Store Worker I	10.44	
21150 - Stock Clerk	14.35	
21210 - Tools And Parts Attendant	17.26	
21410 - Warehouse Specialist	17.26	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.68	
23021 - Aircraft Mechanic I	24.46	
23022 - Aircraft Mechanic II	25.68	
23023 - Aircraft Mechanic III	26.97	
23040 - Aircraft Mechanic Helper	16.61	
23050 - Aircraft, Painter	23.42	
23060 - Aircraft Servicer	18.71	
23080 - Aircraft Worker	19.90	
23110 - Appliance Mechanic	20.60	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	24.98	
23130 - Carpenter, Maintenance	20.36	
23140 - Carpet Layer	18.70	
23160 - Electrician, Maintenance	25.37	
23181 - Electronics Technician Maintenance I		22.08
23182 - Electronics Technician Maintenance II		23.44
23183 - Electronics Technician Maintenance III		24.70
23260 - Fabric Worker	17.90	
23290 - Fire Alarm System Mechanic	21.46	
23310 - Fire Extinguisher Repairer	16.50	
23311 - Fuel Distribution System Mechanic	22.81	
23312 - Fuel Distribution System Operator	19.38	
23370 - General Maintenance Worker	20.91	
23380 - Ground Support Equipment Mechanic	24.46	
23381 - Ground Support Equipment Servicer	18.71	
23382 - Ground Support Equipment Worker	19.90	
23391 - Gunsmith I	16.50	
23392 - Gunsmith II	19.18	
23393 - Gunsmith III	21.46	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		

23.13		
23430 - Heavy Equipment Mechanic	21.46	
23440 - Heavy Equipment Operator	21.46	
23460 - Instrument Mechanic	21.46	
23465 - Laboratory/Shelter Mechanic	20.36	
23470 - Laborer	14.27	
23510 - Locksmith	19.76	
23530 - Machinery Maintenance Mechanic	21.77	
23550 - Machinist, Maintenance	21.52	
23580 - Maintenance Trades Helper	15.10	
23591 - Metrology Technician I	21.46	
23592 - Metrology Technician II	22.61	
23593 - Metrology Technician III	23.72	
23640 - Millwright	23.30	
23710 - Office Appliance Repairer	21.00	
23760 - Painter, Maintenance	20.36	
23790 - Pipefitter, Maintenance	22.76	
23810 - Plumber, Maintenance	20.99	
23820 - Pneudraulic Systems Mechanic	21.46	
23850 - Rigger	21.46	
23870 - Scale Mechanic	19.18	
23890 - Sheet-Metal Worker, Maintenance	21.46	
23910 - Small Engine Mechanic	20.05	
23931 - Telecommunications Mechanic I	25.22	
23932 - Telecommunications Mechanic II	26.58	
23950 - Telephone Lineman	24.43	
23960 - Welder, Combination, Maintenance	21.46	
23965 - Well Driller	21.46	
23970 - Woodcraft Worker	21.46	
23980 - Woodworker	16.50	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	11.58	
24580 - Child Care Center Clerk	16.15	
24610 - Chore Aide	9.58	
24620 - Family Readiness And Support Services Coordinator	12.95	
24630 - Homemaker	16.75	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	24.98	
25040 - Sewage Plant Operator	20.23	
25070 - Stationary Engineer	24.98	
25190 - Ventilation Equipment Tender	17.56	
25210 - Water Treatment Plant Operator	20.23	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	17.66	
27007 - Baggage Inspector	11.51	
27008 - Corrections Officer	19.83	
27010 - Court Security Officer	23.26	
27030 - Detection Dog Handler	17.66	
27040 - Detention Officer	19.83	
27070 - Firefighter	22.39	

27101 - Guard I	11.51	
27102 - Guard II	17.66	
27131 - Police Officer I	23.94	
27132 - Police Officer II	26.60	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	12.35	
28042 - Carnival Equipment Repairer	13.30	
28043 - Carnival Equipment Worker	8.40	
28210 - Gate Attendant/Gate Tender	13.01	
28310 - Lifeguard	11.59	
28350 - Park Attendant (Aide)	14.56	
28510 - Recreation Aide/Health Facility Attendant		10.62
28515 - Recreation Specialist	18.04	
28630 - Sports Official	11.59	
28690 - Swimming Pool Operator	16.85	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	20.55	
29020 - Hatch Tender	20.55	
29030 - Line Handler	20.55	
29041 - Stevedore I	19.18	
29042 - Stevedore II	21.64	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)		34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)		23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)		26.36
30021 - Archeological Technician I	17.06	
30022 - Archeological Technician II	19.03	
30023 - Archeological Technician III	23.76	
30030 - Cartographic Technician	24.85	
30040 - Civil Engineering Technician	22.19	
30061 - Drafter/CAD Operator I	17.92	
30062 - Drafter/CAD Operator II	20.06	
30063 - Drafter/CAD Operator III	22.36	
30064 - Drafter/CAD Operator IV	27.51	
30081 - Engineering Technician I	20.19	
30082 - Engineering Technician II	22.67	
30083 - Engineering Technician III	25.37	
30084 - Engineering Technician IV	31.43	
30085 - Engineering Technician V	38.44	
30086 - Engineering Technician VI	46.51	
30090 - Environmental Technician	21.36	
30210 - Laboratory Technician	22.36	
30240 - Mathematical Technician	26.31	
30361 - Paralegal/Legal Assistant I	20.03	
30362 - Paralegal/Legal Assistant II	24.82	
30363 - Paralegal/Legal Assistant III	30.35	
30364 - Paralegal/Legal Assistant IV	36.73	
30390 - Photo-Optics Technician	24.85	
30461 - Technical Writer I	20.69	
30462 - Technical Writer II	25.30	

30463 - Technical Writer III	30.61	
30491 - Unexploded Ordnance (UXO) Technician I		22.06
30492 - Unexploded Ordnance (UXO) Technician II		26.69
30493 - Unexploded Ordnance (UXO) Technician III		31.99
30494 - Unexploded (UXO) Safety Escort	22.06	
30495 - Unexploded (UXO) Sweep Personnel	22.06	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14	
30621 - Weather Observer, Senior (2)	23.98	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	11.99	
31030 - Bus Driver	17.54	
31043 - Driver Courier	12.71	
31260 - Parking and Lot Attendant	9.06	
31290 - Shuttle Bus Driver	13.89	
31310 - Taxi Driver	13.98	
31361 - Truckdriver, Light	13.89	
31362 - Truckdriver, Medium	17.09	
31363 - Truckdriver, Heavy	18.40	
31364 - Truckdriver, Tractor-Trailer	18.40	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.03	
99050 - Desk Clerk	10.45	
99095 - Embalmer	21.77	
99251 - Laboratory Animal Caretaker I	10.47	
99252 - Laboratory Animal Caretaker II	10.85	
99310 - Mortician	27.25	
99410 - Pest Controller	14.54	
99510 - Photofinishing Worker	11.59	
99710 - Recycling Laborer	15.73	
99711 - Recycling Specialist	18.72	
99730 - Refuse Collector	14.01	
99810 - Sales Clerk	11.87	
99820 - School Crossing Guard	11.37	
99830 - Survey Party Chief	19.76	
99831 - Surveying Aide	12.28	
99832 - Surveying Technician	18.78	
99840 - Vending Machine Attendant	12.61	
99841 - Vending Machine Repairer	16.37	
99842 - Vending Machine Repairer Helper	12.61	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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