AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. Contract Number	Page of Pages	
		1	2

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
DCHC-2009-R-0002-A001	June 29, 2009		Manage & Operate a Substance Abuse & Detoxification Center

6. Issued by: Code LRT	7. Administered by (If other than line 6)
Office of Contracting and Procurement General Services Unit 441 4th Street, NW, Suite 700S Washington, DC 20001	Office of Contracting and Procurement General Services Unit 441 4th Street, NW, Suite 700S Washington, DC 20001

8. Name and Address of Contractor (No. street, city, county, state and zip code)	9A. Amendment of Solicitation No. DCHC-2009-R-0002
	9B. Dated (See Item 11) June 24, 2009
	10A. Modification of Contract/Order No.
Code / DUNS: / TIN / FEIN:	10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (If Required) *To be cited on individual orders issued on behalf of participating agencies*

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

X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Section 3603 The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor: ☐ is not ☒ is required to sign this document and return 4 copies at the time of proposal submission.

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

Pursuant to Article 3, Changes Clause of the Standard Contract Provisions for the use with District of Columbia Government Supply and Services Contracts dated March 2007, the subject solicitation is hereby amended as follows:

1. Page 12, Section C.2.2, DETOXIFICATION AND STABLIZATION SERVICES, 4th sentence after the word served delete 5,692 substitute 3,400.

2. Page 14, Subsection C.4.1 3rd line after the word Section delete M.4.1 substitute M.3.1.

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

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jean Wright	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 6-29-09

Contract Number	Amendment/Modification No	Effective Date	Page of Pages
DCHC-2009-R-0002	DCHC-2009-R-0002-A001	June 29, 2009	2 of 2

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

3. The following Sections been changed and moved to Sections C.7 and C.6. The revised pages to Section C from pages 14 through 23 are attached.

   Page 14, Subsections: C.4.1.1 changed to C.7.7, page 22
   C.4.1.2 changed to C.7.8, page 22

   Page 16, Subsections: C.5.4 changed to C.6.20, page 20
   C.5.9 changed to C.6.21, page 20
   C.5.10 changed to C.6.22, page 20

   Pages 16 and 17, Subsections: C.5.11 changed to C.6.23, page 21
   C.5.12 changed to C.6.24, page 21

4. Page 16, 4th line after the word abuse delete Assessment and Referral Center, substitute Detoxification and Stabilization Center.

5. Page 17, Subsection C.6.6, 5th line after the word Section delete M.4.1 substitute C.6.

6. Page 18, Subsection C.6.10.1 1st line after the word by delete Medical Examiner substitute Medical Director.

7. Page 20, delete C.5.14.4 substitute C.6.14.3

8. Page 64, Section M.4.1, Factor 1: Technical Approach, 3rd line after the word Section delete 4.1 substitute C.4.1.

9. U.S. Department of Labor Wage Determination, delete No. 2005-2104 Revision No. 9 dated 03/16/2009 in its entirety substitute No. 2005-2103 Revision No. 8, dated 05/26/2009 is hereby incorporated, (Attached revised Attachment J.1.3).

DCHC-2009-R-0002
Manage& Operate a Substance Abuse
And Detoxification Center

REVISED PAGES TO SECTION C

Pages 14 through 23

C.3.1.7 The Contractor shall ensure that each client's health record, at a minimum, includes but is not limited to:

C.3.1.7.1 unduplicated client identifier generated by the WITS system or comparable system;

C.3.1.7.2 the client's intake information including demographic information, Addiction Severity Index report and score, and a written evaluation of the client's psychosocial and addiction treatment needs, including notation of any medical or psychiatric conditions;

C.3.1.7.3 all referrals made on behalf of the client to substance abuse treatment programs or other agencies providing services to the client or the client's family; and

C.3.1.7.4 the notation of any incidents involving the client to be documented on the day of occurrence by the Contractor.

C.4 STAFF REQUIREMENTS

C.4.1 The Contractor shall submit with their proposal a staffing plan with resumes, licenses, and certifications for the following key personnel providing substance abuse assessment and referral services as specified in Section M 4.1.

C.4.1.1 See Section C.7, Subsection C.7.7

C.4.1.2 See Section C.7, Subsection C.7.8

C.4.1.3 A Clinical Director who (1) is currently licensed as a Social Worker, Psychologist, or advanced practice professional counselor; (2) has knowledge of current social techniques used to treat individuals with addictions and chemical dependence; (3) has at least 5 years experience treating individuals with addictions and chemical dependence; and (4) has 3-5 years experience providing clinical supervision in a behavioral health environment.

C.4. 2 The Contractor shall ensure that all staff providing substance abuse assessment and referral services have knowledge and experience in the following:

C.4.2.1 Issues affecting alcohol and drug dependent adult men and women and those with co-morbid psychiatric and substance abuse disorders;

C.4.2.2 Community resources related to the treatment of adult men and women who are alcohol or drug dependent and those with co-morbid psychiatric and substance abuse disorders; and

C.4.2.3 The application of evidence-based practices that improve treatment admission, engagement, and retention rates for substance abuse treatment services.

C.4.3 The Contractor shall notify the COTR within 24 hours of the termination of any key personnel or employees providing services on this contract.

C.4.4 The Contractor shall submit to the COTR within 30 days after award for approval by the

Senior Deputy a written plan detailing how the contractor plans to retain prospective staff that are licensed or certified to provide substance abuse assessment and referral services at the Assessment and Referral Center at 1300 First St NE, the District of Columbia Superior Court at 500 Indiana Avenue NE, and the Detoxification and Stabilization Center at the D.C. General Hospital Campus.

C.4.5 The Contractor shall ensure that each staff person employed or retained by the Contractor to provide substance abuse assessment and referral services shall satisfy the requirements under all applicable federal and District of Columbia laws and regulations, including but not limited to Title 29, Chapter 23 of the District of Columbia Municipal Regulations and District of Columbia Health Occupations Revision Act of 1985.

C.4.6 The Contractor shall ensure that before hiring, all staff persons assigned to this contract attain a passing score on a substance abuse assessment and referral examination identified by APRA.

C.4.7 The Contractor shall ensure that at a minimum two staff members are certified to perform Cardiopulmonary Resuscitation (CPR) while on duty at the Assessment and Referral Center at 1300 First St NE Monday through Friday from8:30 a.m. to 6:30 p.m..

C. 4.8 The Contractor shall submit to the COTR, within 30 days after award of the contract for approval of the Senior Deputy Director, a plan to provide preferential hiring practices for DOH/APRA employees assigned to the Assessment and Referral Center (located at 1300 First Street NE) as well as satellite intake locations at the time the Contractor begins operations at the facility. Preferential hiring practices shall include interviewing existing staff members who apply for a position with the Contractor at the site and hiring incumbent staff who apply for a position and who are at least as equally qualified as any other highly qualified applicant.

C.5 INTAKE AND ASSESSMENT

C.5.1 The Contractor shall submit to the COTR, within 30 days after award of the contract for approval the Senior Deputy Director, policies and procedures for the intake, assessment, and referral of clients at the substance abuse Assessment and Referral Center and the satellite substance abuse assessment and referral locations. The policies and procedures for assessment and referral of clients shall include:

C.5.2 A requirement to refer clients qualified for the Choice in Drug Treatment program to the assessed level of substance abuse treatment within the APRA continuum of care;

C.5.3 A requirement to refer clients who require medical or psychiatric services that the Contractor cannot provide to evaluation and treatment by a community-based provider. In non-emergency situations, the Contractor shall provide to the client a list of services for non-acute medical and psychiatric conditions ranging from office visits to emergency room care from which the client may choose to have medical or psychiatric needs evaluated;

C.5.4 See Section C.6, Subsection C.6.20

C.5.5 A requirement that all referrals to substance abuse treatment be made in accordance with the ASAM PPC IIR.

C.5.6 The Contractor shall submit to the COTR, within 30 days after award of the contract for approval by the Senior Deputy Director, a policy and procedure manual addressing the management of urgent care and emergency services for on site injuries only. The Contractor's use of urgent care or emergency services shall be at the discretion and determination of the Contractor's Medical Director, or designee. Situations beyond the scope of urgent care as determined by the Contractor's Medical Director shall be treated as an emergency.

C.5.7 The Contractor shall within 24 hours of the incident submit to COTR an incident report for each emergency occurrence.

C.5.8 The Contractor shall provide a 24 hour per day, 7 day per week telephone hotline that individuals may call to obtain information on accessing substance abuse treatment services through the Assessment and Referral Center at 1300 First St NE, the District of Columbia Superior Court at 500 Indiana Avenue NE and the Detoxification and Stabilization Center at the D.C. General Hospital Campus. The Contractor shall ensure that individuals responsible for answering the telephone hotline are familiar with the Contractor's hours of operations, locations, and services offered at all locations.

C.5.9 See Section C.6, Subsection C.6.21

C.5.10 See Section C.6, Subsection C.6.22

C.5.11 See Section C.6, Subsection C.6.23

C.5.12 See Section C.6, Subsection C.6.24

C.6 DETOXIFICATION AND STABILIZATION SERVICES

C.6.1 The Contractor shall provide the following Detoxification and Stabilization Services as specified in Section C.6.1 through C.7

C.6.2 The Contractor shall operate and manage a 24 hour per day, 7 day per week Detoxification and Stabilization Center at 1900 Massachusetts Avenue, SE (also known as the District of Columbia General Hospital campus) Building 12, Washington, DC. The Detoxification and Stabilization Center shall operate as a residential facility offering two distinct services: (1) a sobering program and (2) a non-hospital medically monitored substance abuse detoxification and stabilization program.

C.6.3 The Contractor shall operate and manage a program identified as the sobering center for up to 10 intoxicated individuals at the Detoxification and Stabilization Center, including individuals with co-morbid psychiatric and substance abuse disorders. The length of stay for this service should not exceed 36 hours. During this time, clients shall be monitored to determine if transfer into the medically monitored substance abuse detoxification and stabilization program is warranted.

C.6.4 The Contractor shall operate and manage a program of non-hospital medically monitored substance abuse detoxification and stabilization services for up to 50 alcohol or drug dependent adult men and women, including individuals with co-morbid psychiatric and substance use disorders in keeping with standards under Title 29, Chapter 23 of the District of Columbia Municipal Regulations. The average length of stay for this service shall be 3-5 days.

C.6.5 The Contractor shall provide or arrange transportation for all clients who have been discharged from the Detoxification and Stabilization Center to a residential treatment program for continued substance abuse treatment.

C.6.6 The Contractor shall submit to the COTR with their proposal a staffing plan for approval by the Senior Deputy Director showing the credentials and certifications of each proposed staff position that will be providing services for the sobering program and non-hospital medically monitored substance abuse detoxification and stabilization program as specified in Section M 4.1

C.6.7 The Contractor shall develop and submit to the COTR, within 30 days after contract award for the approval by the Senior Deputy Director, policies and procedures for management and operation of the sobering and detoxification and stabilization programs.

C.6.8 The Contractor shall ensure that the policy and procedure manual incorporates ASAM PPC IIR admission, discharge, and continued stay criteria in all plans of service for clients admitted to the non-hospital medically supervised detoxification and stabilization program. The manual shall include:

C.6.8.1 the program objectives to be attained by the provision of service to individuals in each program;

C.6.8.2 a description and justification of the primary interventions utilized by the programs that incorporate evidence-based practices to improve retention and motivation to continue in further treatment;

C.6.8.3 a description and justification of medical services, including the formulary (detoxification and stabilization services only); and

C.6.8.4 a description and justification of therapeutic activities available for clients (detoxification and stabilization services only).

C.6. 9 The Contractor shall submit to the COTR within 30 days after contract award for approval by the Senior Deputy Director an organizational structure describing the management and operational procedures for the sobering and detoxification and stabilization program. The plan shall include:

C.6.9.1 an organizational chart showing the staffing structure of each program and the duties of the staff that will be providing services;

C.6.9.2 a staffing plan that describes the knowledge, skills, and abilities of each proposed staff position to provide sobering and detoxification and stabilization services. The staffing plan shall describe how the proposed staff structure will maximize

service delivery quality and efficiency; and

C.6.9.3 a plan describing how the coordination of services within APRA's continuum of substance abuse treatment system will occur and how substance abuse services will be coordinated with the mental health, criminal justice, child welfare, and homeless service systems will occur.

C.6.10 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for the intake, evaluation, and admission of clients to the detoxification and stabilization program. The policies and procedures for intake and admission of clients shall include:

C.6.10.1 a requirement that all clients be medically cleared by Medical Examiner or designee within 24 hours after entering the Detoxification and Stabilization Center in order to continue in treatment in either the sobering or detoxification and stabilization programs;

C.6.10.2 a requirement that if a client is determined by the Medical Director or designee to be sufficiently stable then admission to the sobering and detoxification and stabilization program must occur;

C.6.10.3 a requirement that if the client is admitted to the Detoxification and Stabilization Center, a written evaluation of the client's psychosocial, medical, addiction treatment, and behavioral health needs shall be completed within 24 hours of admission, in a format approved by the COTR, which is representative of ASAM PPC IIR criteria and gives consideration to co-morbid psychiatric disorders;

C.6.10.4 a requirement that if the Contractor's Medical Director or designee determines that a client requires treatment for a medical or psychiatric condition prior to admission, the Contractor shall not admit that individual but shall instead connect the client to the medical or psychiatric treatment he or she needs; and

C.6.10.5 a requirement that the Contractor co-manage treatment of individuals receiving medication assisted treatment (methadone) from community based providers.

C.6.11 The Contractor shall within 30 days of the award of the contract, establish a Memorandum of Understanding with community-based providers of medication assisted treatment (methadone) for co-management of methadone maintenance therapy and storage of medication at the facility when a client has been referred by the provider for treatment in the sobering and detoxification and stabilization program.

C.6.12 The Contractor shall submit to the COTR, within 30 days after award of the contract for approval by the Senior Deputy Director, policies and procedures for the development and maintenance of an individual treatment plan for each client based upon the client's medical examination, psychosocial evaluation, ASAM PPC IIR dimensions, the Addiction Severity Index (ASI) report and score, and other available information about the client that meets the requirements of 29 DCMR 2363. The treatment plan shall be completed within 48 hours of admission.

C.6.13 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for providing the following services for each client admitted and residing in the Detoxification and Stabilization Center:

C.6.13.1 house-keeping, laundry, and personal hygiene products; and

C.6.13.2 three nutritionally balanced meals per day for each client in accordance with a dietary policy and procedure developed and implemented by the Contractor and approved by the COTR.

C.6.13.3 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures to provide the following treatment services for each client admitted:

C.6.13.4 medical screening and evaluation of need for further treatment;

C.6.13.5 medical supervision of detoxification;

C.6.13.6 individual, group, and family counseling focusing on alcohol and drug dependency problems and the development of an alcohol and drug free lifestyle;

C.6.13.7 health, smoking cessation, and nutritional education programs;

C.6.13.8 therapeutic recreational activities;

C.6.13.9 psychological and psychiatric treatment services; and

C.6.13.10 case management to coordinate legal, medical, psychiatric, housing and shelter and continuing treatment services.

C.6.14 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for the management of urgent care and emergency services for on-site injuries only. The Contractor's use of urgent care or emergency services shall be at the discretion and determination of the Contractor's Medical Director. Situations beyond the scope of urgent care as determined by the Contractor's Medical Director shall be treated as an emergency. The policies and procedures for use of urgent care or emergency services shall include:

C.6.14.1 a requirement that should evaluation or treatment of the medical issue require the client to be out of the facility overnight, or will substantially interfere with the treatment provided at the Detoxification and Stabilization Center, the Contractor shall medically discharge the client and re-admit the client to the Detoxification and Stabilization Center when the medical issue has stabilized;

C.6.14.2 a requirement that the Contractor's Medical Director has the discretion to retain clients in the treatment program following an overnight absence from the facility. The client is responsible for payment of all medical services beyond the scope of medical

treatment normally provided by the Contractor. Emergency medical situations shall also be self-pay when handled as an emergency with a call to 911; and

C.5.14.4 a requirement that the Contractor refer clients who require medical services that the Contractor cannot provide to evaluation and treatment of the medical condition by a community-based provider. In non-emergency situations, the Contractor shall provide to the client a list of services for non-acute medical and dental conditions ranging from office visits to emergency room care from which the client may choose to have medical situations evaluated.

C.6.15 The Contractor shall submit to the COTR within 24 hours an incident report for each occurrence of an emergency.

C.6.16 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for administration of medication to clients only with the specific authorization of a physician.

C.6.17 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures coordinating the provision of services for each client with substance abuse treatment providers or other agencies providing services to the client or the client's family.

C.6.18 The Contractor shall abide by federal and District of Columbia confidentiality laws and regulations, including HIPAA, 42 CFR Part 2, and the execution of a valid release of information from the client prior to contacting other service providers when required.

C.6.19 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures addressing the discharge of a client from either the detoxification and stabilization program or the sobering program for noncompliance with the client's individual treatment plan and notification of the COTR within 24 hours of client discharge.

C.6.20 A requirement that a written evaluation of the client's psychosocial, medical, addiction treatment, and behavioral health be completed within 24 hours of the client's referral to treatment; and

C.6.21 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for an internal continuous quality review plan that includes policies related to performing a customer satisfaction survey, addressing client grievances, resolving grievances of clients and employees, and taking corrective action following serious incidents.

C.6.22 The Contractor shall submit to the COTR, within 60 days after contract award for approval by the Senior Deputy Director, policies and procedures related to the establishment of a quality improvement committee to review and revise clinical and operational matters of the substance abuse Assessment and Referral Center. The findings and recommendations of the quality improvement committee must be submitted to the COTR on a quarterly basis.

C.6.23 The Contractor shall submit to the COTR, within 30 days after contract award for approval by the Senior Deputy Director, policies and procedures for the referral of clients to continued substance abuse treatment within the APRA continuum of care. Individuals who are discharged from treatment with a "successful" completion shall be referred directly to

another provider within the continuum. Individuals who are therapeutically discharged or otherwise do not complete treatment shall be reassessed for placement in an appropriate treatment program.

C.6.24 The Contractor shall complete for each client a discharge summary within 48 hours of discharge that includes date of admission and discharge, client's progress while in treatment, recommendations for continued substance abuse treatment, and other service needs. The discharge summary is to be made available (with proper client consent) to the subsequent treatment provider.

C.7 STAFF REQUIREMENTS

The Contractor shall submit with their proposal a staffing plan with resumes, licenses, and certifications for the following key personnel providing detoxification and stabilization services:

C.7.1 One full-time Clinical Director with a master's degree in psychology, social work, counseling, nursing, or a related human services field and licensure by the applicable District-regulated health professional licensing board. In addition, the Clinical Director shall possess at least five years of clinical supervision or management experience in a residential detoxification and stabilization or co-occurring disorder treatment setting and be able to provide administrative and programmatic direction and supervision to all employees who provide services to clients. The Clinical Director shall be licensed or certified at the highest level for addiction professionals (LPC-AD) or other applicable licensing board and possess written Board proval to supervise alcohol and drug counselors. The Clinical Director or designee shall serve as a liaison for the programs to APRA.

C.7.1.2 At least one full-time licensed counselor, certified counselor or registered counselor for every eight clients in the non-hospital detoxification program and one Certified Addictions Counselor for every three counselors in the non-hospital detoxification program.

C.7.1.3 Licensed nursing staff to meet the requirements of 29 DCMR 2364 and provide nursing services to clients 24 hours per day, seven days per week in the facility. The Contractor shall designate a registered nurse to be a full time Director of Nursing and responsible for nursing care in the programs.

C.7.2 The Contractor shall provide Licensed Medical professionals for the following:

C.7.2.1 a physician designated as the facility Medical Director and responsible for the direction of medical care in the programs;

C.7.2.2 a physician on call to the facility 24 hours per day, 365 days a year;

C.7.2.3 a physician or psychiatrist on site at the non-hospital detoxification program at least one hour per day; and

C.7.2.4 a physician, physician's assistant, or nurse practitioner to provide 40 hours per week of direct on site medical services to clients in the facility.

C.7.3 The Contractor shall maintain sufficient staff 24 hours per day, seven days per week with at least three employees on duty between the hours of 11 p.m. and 7 a.m. to maintain the sobering program and substance abuse detoxification and stabilization program. The services and functions shall include: providing client supervision, transportation, and other routine services.

C.7.4 The Contractor shall develop a plan to be submitted to the COTR within 30 days after contract award for approved by the Senior Deputy Director of APRA ensuring that at a minimum one registered nurse and one licensed practical nurse are on duty at the Detoxification and Stabilization Center at all times. The Contractor shall ensure that at least two staff members certified to perform CPR are on duty at all times.

C.7.5 The Contractor shall provide staffing for secretarial, office management, billing, and housekeeping support for this facility and its programs.

C.7.6 The Contractor shall develop a plan, within 30 days after contract award for approval by the Senior Deputy Director, to provide preferential hiring practices for DOH/APRA employees assigned to the Detoxification and Stabilization Center at the time the Contractor begins operations in the facility. Preferential hiring practices shall include interviewing existing staff members who apply for a position with the Contractor at the site and hiring incumbent staff who apply for a position and who are at least as equally qualified as any other highly qualified applicant.

C.7.7 A Director of Nursing who (1) is currently licensed as a nurse; (2) has a bachelor's level degree in Nursing with an MBA or Master's Degree in Nursing preferred; and (3) has a minimum of 5 years of nursing experience, 3 of which should be in a supervisory capacity in nursing administration or management that demonstrates an extensive knowledge of and experience in the planning, organizing, and directing of professional nursing staff.

C.7.8 A Medical Director who (1) is currently licensed as a physician; (2) has a current DEA license to prescribe medications, including narcotics; (3) is certified by the American Society of Addiction Medicine or the American Board of Psychiatry and Neurology; (4) has knowledge of current social techniques used to treat addictions and demonstrated experience applying biopsychosocial models; (5) has at least 5 years of medical/administrative management experience; (6) has at least 5 years of medical supervisory experience; and (7) has at least 7 ears experience in treating individuals with addictions and chemical dependence.

C.8 WEB INFRASTRUCTURE FOR TREATMENT SERVICES (WITS)

C.8.1 The Contractor shall use the Web Infrastructure for Treatment Services (WITS) client information system provided by APRA, or a proposal to use a comparable client

information system shall be submitted to the COTR within 30 days after contract award for the approval by the Senior Deputy Director of APRA. The WITS system or

comparable system shall generate, manage, and maintain health records for each client. WITS conforms to applicable certification standards and complies with federal requirements of HIPAA and 42 CFR Part 2. Each client record, at a minimum, shall include but not limited to:

C.8.1.1 a unique client identifier generated by the WITS system or comparable system approved by APRA;

C.8.1.2 the client's intake information including demographic information, Addiction Severity Index, and a written evaluation of the client's psychosocial and addiction treatment needs, including notation of any medical or psychiatric conditions;

C.8.1.3 all referrals made on behalf of the client to substance abuse treatment programs or other agencies providing services to the client or the client's family;

C.8.1.4 the results of the client's medical examination, completed by a licensed physician, physician's assistant, or nurse practitioner within 24 hours of the client's admission to the Detoxification and Stabilization Center, including notation of any current medical or psychiatric conditions, allergies and laboratory reports (detoxification and stabilization services only);

C.8.1.5 the criteria for admission, continued stay, and discharge shall include documentation on the six (6) functional dimensions set forth in ASAM PPC IIR criteria (detoxification and stabilization services only);

C.8.1.6 the client's individual treatment plan and progress notes completed daily (for clients admitted to the Detoxification and Stabilization Center only);

C.8.1.7 notation of any incidents involving the client to be documented on the day of occurrence by the Contractor; and

C.8.1.8 a discharge summary from the Detoxification and Stabilization Center that includes a referral for continued care for clients who successfully complete the program or, for those who are discharged prior to completion, the purpose and justification for the client's termination from the program and evaluation and referral to continuing treatment (detoxification and stabilization services only).

C.9 The Contractor shall submit to the COTR, within 60 days after contract award for approval by the Senior Deputy Director, policies and procedures related to the establishment of a quality improvement committee to review and revise clinical and operational matters of the substance abuse Assessment and Referral Center. The findings and recommendations of the quality improvement committee must be submitted to the COTR on a quarterly basis.

REVISED ATTACHMENT J.1.3

Wage Determination No. 2005-2103
dated 5/26/2009

WD 05-2103 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009
****

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 8
Date Of Revision: 05/26/2009

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.05
01012 - Accounting Clerk II		15.78
01013 - Accounting Clerk III		20.27
01020 - Administrative Assistant		28.55
01040 - Court Reporter		19.95
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		16.94
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		13.92
01112 - General Clerk II		15.32
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.38
01191 - Order Clerk I		14.85
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		17.31
01262 - Personnel Assistant (Employment) II		19.36
01263 - Personnel Assistant (Employment) III		21.66
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.12
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.70
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.10
01410 - Supply Technician		28.55
01420 - Survey Worker		19.46
01531 - Travel Clerk I		12.92
01532 - Travel Clerk II		13.89
01533 - Travel Clerk III		14.92
01611 - Word Processor I		14.21
01612 - Word Processor II		16.65
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51

05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	34.18
12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62

12235 - Optical Dispenser		20.17
12236 - Optical Technician		14.41
12250 - Pharmacy Technician		16.47
12280 - Phlebotomist		14.62
12305 - Radiologic Technologist		28.28
12311 - Registered Nurse I		26.73
12312 - Registered Nurse II		32.41
12313 - Registered Nurse II, Specialist		32.41
12314 - Registered Nurse III		38.98
12315 - Registered Nurse III, Anesthetist		38.98
12316 - Registered Nurse IV		46.73
12317 - Scheduler (Drug and Alcohol Testing)		19.75
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.86
13012 - Exhibits Specialist II		24.61
13013 - Exhibits Specialist III		30.09
13041 - Illustrator I		20.48
13042 - Illustrator II		25.38
13043 - Illustrator III		31.03
13047 - Librarian		30.80
13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		27.82
13058 - Library Technician		19.89
13061 - Media Specialist I		18.73
13062 - Media Specialist II		20.95
13063 - Media Specialist III		23.36
13071 - Photographer I		16.14
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		30.69
13110 - Video Teleconference Technician		19.35
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.54
14042 - Computer Operator II		20.74
14043 - Computer Operator III		23.12
14044 - Computer Operator IV		25.69
14045 - Computer Operator V		28.45
14071 - Computer Programmer I	(see 1)	25.43
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.54
14160 - Personal Computer Support Technician		25.69
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.71
15020 - Aircrew Training Devices Instructor (Rated)		43.84
15030 - Air Crew Training Devices Instructor (Pilot)		52.55
15050 - Computer Based Training Specialist / Instructor		34.39
15060 - Educational Technologist		32.75
15070 - Flight Instructor (Pilot)		52.55
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.44
16030 - Counter Attendant		9.44

16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62

23470 - Laborer	14.27
23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.25
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	20.57
27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equpment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13

29020 - Hatch Tender		23.13
29030 - Line Handler		23.13
29041 - Stevedore I		21.31
29042 - Stevedore II		24.24
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	38.00
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.86
30021 - Archeological Technician I		18.93
30022 - Archeological Technician II		21.11
30023 - Archeological Technician III		27.56
30030 - Cartographic Technician		27.56
30040 - Civil Engineering Technician		24.01
30061 - Drafter/CAD Operator I		19.89
30062 - Drafter/CAD Operator II		22.25
30063 - Drafter/CAD Operator III		24.80
30064 - Drafter/CAD Operator IV		30.52
30081 - Engineering Technician I		21.63
30082 - Engineering Technician II		24.29
30083 - Engineering Technician III		27.17
30084 - Engineering Technician IV		33.66
30085 - Engineering Technician V		41.16
30086 - Engineering Technician VI		49.81
30090 - Environmental Technician		24.92
30210 - Laboratory Technician		23.38
30240 - Mathematical Technician		28.94
30361 - Paralegal/Legal Assistant I		21.36
30362 - Paralegal/Legal Assistant II		26.47
30363 - Paralegal/Legal Assistant III		32.36
30364 - Paralegal/Legal Assistant IV		39.16
30390 - Photo-Optics Technician		27.56
30461 - Technical Writer I		21.84
30462 - Technical Writer II		26.70
30463 - Technical Writer III		32.31
30491 - Unexploded Ordnance (UXO) Technician I		24.15
30492 - Unexploded Ordnance (UXO) Technician II		29.22
30493 - Unexploded Ordnance (UXO) Technician III		35.03
30494 - Unexploded (UXO) Safety Escort		24.15
30495 - Unexploded (UXO) Sweep Personnel		24.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.80
30621 - Weather Observer, Senior	(see 2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		13.02
31030 - Bus Driver		18.95
31043 - Driver Courier		12.71
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		14.69
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		14.69
31362 - Truckdriver, Medium		17.18
31363 - Truckdriver, Heavy		18.42
31364 - Truckdriver, Tractor-Trailer		18.42
99000 - Miscellaneous Occupations		
99030 - Cashier		10.03
99050 - Desk Clerk		11.58
99095 - Embalmer		23.05
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician		31.73
99410 - Pest Controller		16.01
99510 - Photofinishing Worker		12.75
99710 - Recycling Laborer		16.82

99711 - Recycling Specialist	20.65
99730 - Refuse Collector	14.91
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.35 per hour or $134.00 per week or $580.66 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.