Attachment Number	Document
J.1	Vendor F/EA FMS-Supports Broker Standards

Attachment J.1
Vendor F/EA FMS-Supports Broker Standards

Standard 1: Qualifications of Vendor F/EA FMS/Supports Broker Staff

Vendor F/EA FMS-Supports Broker shall have management and line staff that are knowledgeable and have experience providing Vendor F/EA FMS and Supports Brokerage services, and serving individuals with disabilities and chronic conditions and their representatives, as necessary. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

1.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 1.

1.2 The Vendor F/EA FMS-Supports Broker Policies and Procedures Manual shall have internal controls documented to monitor the tasks included in Standard 1.

1.3 The Vendor F/EA FMS -Supports Broker shall maintain an organizational chart for the organization overall and for the Vendor F/EA FMS and Supports Broker functions, to include the Contractor's staff to perform the required services.

1.4 The Vendor F/EA FMS-Supports Broker shall have a project manager function with experience leading and effectively managing Vendor F/EA FMS operations in other states.

1.5 The Vendor F/EA FMS-Supports Broker shall have a project manager for the Support Broker function with experience leading and effectively managing Supports Broker operations.

1.6 The Vendor F/EA FMS-Supports Broker shall have key line staff in place with the knowledge and experience sufficient to provide effective Vendor F/EA FMS and the capacity to increase appropriate staff with potential, subsequent increases in participants.

1.7 The Vendor F/EA FMS-Supports Broker shall have key line staff in place with the knowledge and experience sufficient to provide effective Supports Broker services and the capacity to increase appropriate staff with potential, subsequent increases in participants.

1.8 All Supports Brokers hired by the Vendor F/EA FMS-Supports Broker shall meet the following minimum qualifications:

- 1.8.1 Be 18 years of age or older;
- 1.8.2 Complete a required training course on the District's participant-directed program and traditional Medicaid program, and demonstrate an understanding of the program;
- 1.8.3 a criminal background check;
- 1.8.4 Meet or exceed the same educational, professional and training requirements as case managers as per DCMR Chapter 42 of Title 29, Section 4216, including the ability to perform initial assessments or reassessments.

1.9 The Vendor F/EA FMS-Supports Broker shall hire and train Supports Brokers who shall have and be able to demonstrate that they have the knowledge, skills and abilities to provide required services to participant/representative-employers including but not limited to the following:

- 1.9.1 Sharing information with participant-representative-employers regarding the range and scope of choices, and service and delivery options for both participant-direction and traditional Medicaid programs in the District, and Medicaid and non-Medicaid rights, risks, and responsibilities associated with participant direction;
- 1.9.2 Assisting participant/representative-employers, at their request, during the development of their ISP, including identifying needs and preferences, defining desired outcomes, identifying natural supports, identifying services and supports to be purchased by the participant that are

safe and abide by an appropriate risk management strategy for the participant's condition and lifestyle; identifying providers of services and goods; providing technical support during implementation of the ISP; and identifying options for provider training;

1.9.3 Assisting the participant/representative-employers in developing an emergency direct care back-up plan;

1.9.4 Assisting, participant/representative-employers, at their request, in accessing services, assistance with recruiting, hiring, managing and, when necessary, dismissing qualified direct care workers; and

1.9.5 Assisting participant/representative-employers, at their request, in developing their participant-directed individual budget.

Standard 2: Billing for Services Rendered

The Vendor F/EA FMS-Supports Broker submits claims to and receives payment from DHCF weekly for Medicaid waiver services (participant-directed personal care and participant-directed goods and services) provided to participants and Vendor F/EA FMS-Support Broker administrative fees in an accurate and timely manner, in compliance with the District's billing requirements and after services are rendered. The Vendor F/EA FMS-Supports Broker administrative fees shall be reimbursed on a per member per day basis. To allow for correct billing through Omnicaid, the District's MMIS, the Vendor F/EA FMS-Supports Broker shall be the provider of services and authorized to be paid based on Omnicaid's list of approved providers. Vendor F/EA FMS-Supports Broker's administrative services only may be delivered or billed during the months when authorizations are in place. All services shall be pre-authorized on an annual basis or more frequently when participants' needs change. **Note:** The **representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

2.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 2.

2.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls documented to monitor the tasks included in Standard 2.

2.3 The Vendor F/EA FMS-Supports Broker shall establish and convey their rules and requirements for payroll and invoice payment and develop a rules-based system (i.e., compare its "rules" for paying for participant-directed goods and services to an actual invoice to determine if the purchase(s) is allowable).

2.4 The Vendor F/EA FMS-Supports Broker shall be able to submit claims electronically to DHCF through Omnicaid for Medicaid participant-directed waiver services in accordance with the participant's ISPs and DHCF billing and contract requirements

2.5 The Vendor F/EA FMS-Supports Broker shall provide billing information that contains sufficient and current participant and service information.

2.6 The Vendor F/EA FMS-Supports Broker shall ensure that billing records support the amount Medicaid waiver services claimed on the HIPAA electronic claim form.

2.7 The Vendor F/EA FMS-Supports Broker's claims submitted to Omnicaid for Medicaid waiver services rendered shall not exceed the applicable, approved rates

2.8 The Vendor F/EA FMS-Support Broker shall bill Omnicaid for Medicaid waiver services within 180 days of the date of service in accordance with DHCF billing requirements.

2.9 The Vendor F/EA FMS-Supports Broker shall have a process in place for reconciling Medicaid waiver services paid to units billed.

2.10 The Vendor F/EA FMS-Supports Broker shall be able to submit per member per day claims to DHCF through Omnicaid for Vendor F/EA FMS-Supports Broker administrative fees on a monthly basis (and within 180 days of date of service) in accordance with DHCF billing requirements. All billing shall be submitted within 180 days of the date of service for both waiver services and Vendor F/EA FMS-Supports Broker administrative fees

2.11 The Vendor F/EA FMS-Supports Broker shall resubmit any suspended or denied claims for Medicaid waiver services, as appropriate, within 180 days of the claim being suspended or denied.

2.12 The Vendor F/EA FMS-Supports Broker shall resubmit any suspended or denied claims for its Vendor F/EA FMS-Supports Broker administrative fees, as appropriate, within 180 days of the claim being suspended or denied.

2.13 The Vendor F/EA FMS-Supports Broker shall have a minimum reserve to pay for three months of estimated service costs before contract start date to account for retroactive payments from DHCF for billed claims.

2.14 After the initial start up, the F/EA FMS-Supports Broker shall have a minimum reserve of two months of estimated service costs at all times.

2.15 The Vendor F/EA FMS-Supports Broker shall ensure that FMS and supports brokerage are delivered or billed only during the months when a participant/representative-employer receives services using the employer- and/or budgetary authority.

2.16 The Vendor F/EA FMS-Supports Broker shall have a process for determining when a participant is admitted to a nursing facility or hospital.

2.17 The Vendor F/EA FMS-Supports Broker shall ensure that it does not bill DHCF during a participant's stay in a nursing facility or hospital.

Standard 3: Managing Public Funds

The Vendor F/EA FMS-Supports Broker receives, disburses and tracks Medicaid and District funds in an accurate and timely manner and in accordance with Federal and District requirements. DHCF may, at any time and at its discretion, audit the Vendor F/EA FMS-Supports Broker's administration and use of public funds. DHCF will review monthly utilization reports inclusive of claims and expenditure information that the Vendor F/EA FMS/Supports Brokerage submits to compare monthly participant-directed service expenditures to the amounts allocated in the participant-directed individual budget, as well as information about any new qualified direct care workers (providers) in the program. Supports brokers will share these reports and explain them to participant/representative-employers every month as well. **Note:** The **representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

3.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 3.

3.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 3.

3.3 The Vendor F/EA FMS-Supports Broker shall be able to receive and maintain participant's initial and updated participant-directed individual budgets.

3.4 The Vendor F/EA FMS-Supports Broker shall establish and maintain an accounting and information system for receiving and disbursing Medicaid funds and for tracking all transactions and balances.

3.5 The Vendor F/EA FMS-Supports Broker shall prepare and submit monthly reports of individual account activity to DHCF in accordance with the DHCF requirements, including a summary of the

month's financial activity, reconciliation of the bank balance to the General Ledger, and reconciliation of any amounts advanced from DHCF.

3.6 The Vendor F/EA FMS-Supports Broker shall establish a bank account into which all payments received from DHCF shall be immediately deposited. The Vendor F/EA FMS-Supports Broker shall submit written evidence to DHCF that the required bank account has been established.

3.7 The Vendor F/EA FMS-Supports Broker shall complete all forms as specified by the DHCF and the bank to establish electronic fund transfers from Medicaid and the District to the bank account. In addition, the following requirements shall be met:

3.7.1 Prohibit the withdrawal of funds except for payment of Medicaid waiver services and Vendor F/EA FMS-Supports Broker administrative fees; and

3.7.2 Maintain, to the extent legally permissible established, in a manner that prevents creditors of Vendor F/EA FMS-Support Broker from in anyway encumbering or acquiring funds in the bank account;

3.8 The Vendor F/EA FMS-Supports Broker shall absorb all bank charges including monthly fees, and stop payment fees and not reduce the balance of the bank account.

3.9 The Vendor F/EA FMS-Supports Broker shall ensure that funds deposited into the bank account are not used by the Vendor F/EA FMS Supports Broker or by any other agent or third party to satisfy, temporarily or otherwise, any Vendor F/EA FMS-Supports Broker liability or for any other purpose, except as provided under these Standards.

3.10 The Vendor F/EA FMS-Supports Broker shall not co-mingle other funds into its Vendor F/EA FMS-Supports Broker bank account.

Standard 4: Receiving Federal and District of Columbia Authority to Act as a Vendor F/EA FMS for Participant/Representative-Employers

The Vendor F/EA FMS-Supports Broker shall obtain, as required, federal and District of Columbia authority to act as a Vendor F/EA FMS Supports Broker- for participant/representative-employers in an accurate and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

4.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 4.

4.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 4.

4.3 The Vendor F/EA FMS-Supports Broker shall apply for (through the completion and submission of the IRS Form SS-4, Application for Employer Identification Number) and obtain a separate Federal Employer Identification Number (FEIN) for the sole purpose of filing and paying federal employment taxes and insurances and other required IRS forms on behalf of individual/representative-employers it represents as agent. (Note: The Vendor F/EA FMS Supports Broker may already have a separate FEIN and should be able to demonstrate that it is separate and distinct from its corporate FEIN).

4.4 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the completed Form SS-4, separate FEIN and associated IRS correspondence in the Vendor F/EA FMS-Supports Broker's files as described in Standard 13.

4.5 The Vendor F/EA FMS-Supports Broker shall apply for agent authorization from the IRS by completing and submitting an IRS Form 2678, Employer/Payer Appointment of Agent) for each participant/ representative-employer it represents as agent per Form instructions.

4.6 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the agent application (IRS Form 2678) in each individual/representative-employer's file as described in Standard 13.

4.7 The Vendor F/EA FMS-Supports Broker shall receive written agent authorization from the IRS to be the agent for each individual/representative-employer it represents through the receipt of an IRS LTR 1997C, Notice of Appointment, for each participant/representative-employer as described in Standard 13.

4.8 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the IRS LTR 1997C, Notice of Appointment in the Vendor F/EA FMS' file as described in Standard 13...

4.9 The Vendor F/EA FMS-Supports Broker shall execute and submit an IRS Form 8821, Tax Information Authorization, with each individual/representative-employer it represents as agent. One or more staff person's name(s) shall be reported on the Form.

4.10 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the executed IRS Form 8821 with each participant/representative-employer in his or her file as described in Standard 13.

4.11 The Vendor F/EA-FMS-Supports Broker shall renew each participant/representative-employer's IRS Form 8821 on a periodic basis as per Form instructions.

4.12 The Vendor F/EA FMS-Supports Broker shall maintain copies of renewed IRS Forms 8821 in the participant/representative-employer's file as described in Standard 13.

4.13 The Vendor F/EA FMS-Supports Broker shall obtain an executed DC Department of Employment Services (DOES) Form DC-2848, Power of Attorney and Declaration of Representative, from each participant/representative-employer it represents as agent. This POA shall be submitted with the DC Form FR-500, Combined Business Registration Application per DOES instructions for Vendor F/EA FMS entities.

4.14 The Vendor F/EA FMS-Supports Broker shall maintain a copy of an executed DOES Form DC-2848, Power of Attorney and Declaration of Representative in each participant/representative-employer's file as described in Standard 13.

Standard 5: Providing Customer Service

The Vendor F/EA FMS-Supports Broker shall establish and operate a customer service system that effectively serves participant/representative-employers, qualified direct care workers, vendors of participant-directed goods and services, and case managers in an efficient and effective manner, in accordance with the principles of participant-direction and in a culturally sensitive manner. All communication methods shall be compliant with the Americans with Disabilities Act, including 508-compliance, accessibility and access to alternate formats. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

5.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 5.

5.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 5.

5.3 The Vendor F/EA FMS-Supports Broker shall implement a customer service system and procedures that reflect the principles of participant-direction and culturally sensitive business practices in order to communicate effectively with a diverse population of participants of all ages and with a variety of needs, disabilities and chronic conditions.

5.4 The Vendor F/EA FMS-Supports Broker shall have a toll free number with voice mail capabilities.

5.5 The Vendor F/EA FMS-Supports Broker shall have a TTY line or an alternate method of communicating with participant/representative-employers with hearing impairments.

5.6 The Vendor F/EA FMS-Supports Broker shall have a fax machine (minimum 28.8 standard) and number.

5.7 The Vendor F/EA FMS-Supports Broker shall have internet e-mail capacity.

5.8 The Vendor F/EA FMS-Supports Broker shall have a functional website that includes up-to-date information and have internal controls documented to monitor the accuracy of the materials included on the website and the effectiveness of the system.

5.9 The Vendor F/EA FMS-Supports Broker shall provide access to its website to participant/representative-employers.

5.10 The Vendor F/EA FMS-Supports Broker shall implement and maintain staffing of the toll-free telephone system for an eight (8) hour period between the hours of 8:00 am- 6:00 pm EST/EDT, Monday through Friday, except on federal and state holidays with a voicemail box activated for after hours receipt of messages.

5.11 The Vendor F/EA FMS-Supports Broker shall have the ability to provide translation and interpreter services in accordance with the District's Language Access Act of 2008.

5.12 The Vendor F/EA FMS-Supports Broker shall have the ability to provide materials to participant/representative-employers in alternate print (i.e., large print and Braille).

5.13 The Vendor F/EA FMS-Supports Broker shall implement and maintain an automated system for receiving, responding to, tracking all communications from any source (including complaints) and maintaining an automated log that addresses:

- 5.13.1 who made the call
- 5.13.2 who received the call,
- 5.13.3 the reason for the call,
- 5.13.4 action taken,
- 5.13.5 if any mandatory reporting occurred, and
- 5.13.6 the final resolution of issue presented.

5.14 The Vendor F/EA FMS-Supports Broker shall respond to all participant/representative-employer communications from any source within one (1) business day from receipt of the call.

5.15 The Vendor F/EA FMS-Supports Broker shall implement and maintain a system for reporting critical incidents, as defined by the DHCF, including any suspected or confirmed Medicaid fraud to DHCF and per DHCF procedures as a mandatory reporter. Critical incidents may include alleged abandonment, abuse and/ or neglect, fraud, or poor quality of care. —The Vendor F/EA FMS-Supports Broker shall complete the Department of Disabilities' (DDS) Developmental Disabilities Administration (DDA) incident management training program.

5.16 The Vendor F/EA FMS-Supports Broker shall have and maintain a complaint and grievance procedure that includes:

- 5.16.1 An Advisory/Grievance Committee that includes participant/representative-employer and meets either in person or via teleconference at least quarterly to discuss the provision of F/EA FMS and supports brokerage and to evaluate any grievances filed or feedback provided by participants and representatives,
- 5.16.2 Responding to calls and complaints from participant/representative-employers within one (1) business day of receipt of call/complaint,
- 5.16.3 Tracking activities related to the receipt of complaints,
- 5.16.4 Resolving participant/representative-employer disputes, grievances and or F/EA FMS-Supports Broker-related complaints within three (3) business days of receipt, and
- 5.16.5 Providing monthly reports to DHCF outlining the complaints received and resolutions achieved.

5.17 The Vendor F/EA FMS-Supports Broker shall develop a handbook and a guide for all participant/representative-employers on how to manage employees.

Standard 6: Communicating Between Vendor F/EA FMS and Supports Broker Divisions and with Case Managers

The Vendor F/EA FMS-Supports Broker shall coordinate its activities and communicate with its Vendor F/EA FMS and Support Broker Divisions and with Case Managers when necessary, in an effective and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

6.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 6.

6.2 The Vendor F/EA FMS Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 6.

6.3 The Vendor F/EA FMS-Supports Broker shall communicate how the Vendor F/EA FMS and Supports Broker divisions shall perform and coordinate their activities.

6.4 The Vendor F/EA FMS-Supports Broker shall articulate how they shall communicate and coordinate with participants' case managers who enter the Medicaid system through traditional waiver channels. This shall ensure that all required procedures and forms are completed and processed by Omnicaid so that participants do not experience disruptions in services.

6.5 The Vendor F/EA FMS-Supports Broker shall prepare materials for orienting/training case managers regarding their roles and responsibilities. DHCF shall provide initial training for and information to case managers before participant-direction is implemented, but the Vendor F/EA FMS-Supports Broker shall be responsible for ongoing communication and coordination with the case managers once the program begins.

Standard 7: Providing Participant/Representative-Employer Orientation and Skills Training

The Vendor F/EA FMS-Supports Broker provides effective and accessible participant/representative-employer orientation and skills training in a culturally-sensitive manner and in accordance with the philosophy of participant direction, which supports empowering EPD waiver program participants and their families by expanding their degree of choice and control over the long-term services and supports they need to live at home, and vesting decision-making and managerial authority in participant/representative-employers- and their families (when chosen or required to represent them). **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

7.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 7.

7.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 7.

7.3 The Vendor F/EA FMS-Supports Broker shall have a participant/representative-employer orientation process that uses a standard curriculum and materials that are pre-approved by DHCF. The orientation curriculum shall include information reported in Task 4 below.

7.4 The Vendor F/EA FMS-Supports Broker shall develop and implement an evaluation form and process for evaluating the effectiveness of the participant/representative-employer orientation curriculum and sessions.

7.5 During orientation, the Vendor F/EA FMS-Supports Broker shall provide information on and review with participant/representative-employer the:

7.5.1 Role and responsibilities of the participant/representative-employer.
7.5.2 Role and responsibilities of the Vendor F/EA FMS-Supports Broker.
7.5.3 How the participant/representative-employers can interact with supports brokers
7.5.4 Vendor F/EA FMS and Supports Broker services provided.
7.5.5 Hours of operations.
7.5.6 Key contacts at the Vendor F/EA FMS-Supports Broker.
7.5.7 Toll free telephone, TYY and fax numbers.
7.5.8 Participant Bill of Rights.
7.5.9 Incidence reporting process.
7.5.10 Direct care worker criminal background check process.
7.5.11 Description of who can be a representative and determining when a participant should have a representative.
7.5.12 Time frame and process for returning voice mail calls from participants and representatives.
7.5.13 Completing documents and forms included in the Participant/Representative-Employer Enrollment Packet and the Qualified Direct Care Worker Employment and Vendor Engagement Packet.
7.5.14 Process for receipt and processing of qualified direct care workers' timesheets including a schedule for timesheet due dates and paydays.
7.5.15 Processing for disbursing qualified direct care workers' payroll checks.
7.5.16 Process for purchasing approved participant-directed goods and services.
7.5.17 Employer/employee agreement
7.5.18 Process for submitting invoices for payment of participant-directed goods and services including schedule for invoice submission and payment.
7.5.19 Process for resolving issues and complaints.
7.5.20 Process for reviewing workplace safety issues and strategies for effective management of workplace injuries.
7.5.21 Brokering of workers' compensation insurance policies and payment of premiums for participant/representative-employers.
7.5.22 Informing qualified direct care workers' of their right to file unemployment and workers' compensation insurance claims, when appropriate.
7.5.23 Process for completing and submitting the qualified direct care worker Termination Form to the Vendor F/EA FMS-Supports Broker within 24 hours of when a qualified direct care worker ceases working for the participant/representative so the Vendor F/EA FMS-Supports Broker can complete the "Reason for Separation" notice from the Department of Labor and Industry within 10 days of receipt.
7.5.24 Process for conducting participant/representative satisfaction surveys.

7.6 The Vendor F/EA FMS-Supports Broker shall have a process for providing skills training to participants/representatives-employers that uses a standard curriculum and materials that are pre-approved by DHCF. Skills training should include guidance on problem-solving and decision making; performing employer tasks; Vendor F/EA FMS-Supports Broker and DHCF/DDS requirements and use, purchasing participant-directed goods and services, and recognizing and reporting critical events; monitoring participant-directed services included in the ISP to ensure

receipt of appropriate services; and developing and using of risk management and emergency qualified direct care worker back-up plans.

7.6.1 The Vendor F/EA FMS-Supports Broker shall provide resources to participants/representatives-employers to help them manage their employees.

7.7 The Vendor F/EA FMS-Supports Broker shall develop and implement an evaluation form and process for evaluating the effectiveness of its participant/representative-employer skills training curriculum and sessions.

Standard 8: Enrolling Participant/Representative-Employers with a Vendor F/EA FMS-Supports Broker and Registering Them as Employers with DC DTR and DOES

The Vendor F/EA FMS-Supports Broker enrolls participants and their representatives, as applicable, and registers them as employers with DTR and DOES in an accurate, complete and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

8.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 8.

8.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 8.

8.3 The Vendor F/EA FMS-Supports Broker shall have a system in place to receive participant /representative enrollment information from DHCF. The Vendor F/E FMS-Supports shall initiate participant's enrollment within one (1) business day of receipt of notification from DHCF informing them that the participant wishes to use participant-directed services and the Vendor F/EA FMS.

8.4 The Vendor F/EA FMS-Supports Broker- shall produce a Participant/Representative Enrollment Packet of information that is well-organized, user-friendly, available in alternative formats and languages as needed, and that contains all current information and forms required by DHCF.

8.5 The Vendor F/EA FMS-Supports Broker shall distribute Participant/Representative Enrollment Packets to participant/representative-employers within one (1) business days of receipt of call from DHCF informing the Vendor F/EA FMS-Supports Broker that an individual wished to use the Vendor F/EA FMS-Supports Broker.

8.6 The Vendor F/EA FMS – Supports Broker shall assist the participant/representative-employer with completing and submitting the required information and forms included in the Participant/Representative Enrollment Packet, as needed.

8.7 The Vendor F/EA FMS-Supports Broker shall collect a signed agreement stating that the participant or representative-employer has received information and orientation about using participant-directed Vendor F/EA FMS-Supports Broker services, his/her and the Vendor F/EA's FMS-Supports Broker role and responsibilities, and that he/she understands them and agrees to abide by the Vendor F/EA FMS-Supports Broker and DHCF rules and regulations, and that he/she has contributed to, approved and understands their risk management plan responsibilities to ensure their own health and welfare.

8.8 The Vendor F/EA FMS-Supports Broker shall collect and process documents and forms included in the Participant/Representative Enrollment Packet with the appropriate federal and District of Columbia agencies.

8.9 The Vendor F/EA FMS – Supports Broker shall notify participant/representative-employers of missing or incomplete information from the Participant/Representative Enrollment Packet and obtain it in an accurate and timely manner.

8.10 The Vendor F/EA FMS-Supports Broker shall apply for (through the completion and submission of the IRS Form SS-4, Application for Federal Employer Identification Number), and obtain a Federal

Employer Identification Number (FEIN) for each participant/representative-employer it represents as an agent. The FEIN shall be applied for per IRS guidelines applying for and obtaining an FEIN for a "home care service recipient" (See paragraph 4 here: http://www.irs.gov/business/small/article/0,,id=102767,00.html).

8.11 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the completed IRS Form SS-4 and Notice of FEIN in each participant/representative-employer's file.

8.12 The Vendor F/EA FMS-Supports Broker shall register each participants/representatives-employer it represents as an employer for state income tax withholding (SIT) with the DC Division of Tax and Revenue using Part III of the Form FR-500, Combined Business Tax Registration Application, establishing a DC Withholding Tax Account and Identification Number.

8.13 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the FR-500 completed for DC income tax withholding purposes and DC Withholding Tax Account Identification Number in each participant/representative-employer's file as described in Standard 13.4.1.

8.14 The Vendor F/EA FMS-Supports Broker shall register each participants/representatives-employer it represents as an employer for DC unemployment insurance (SUI) tax with the DC Department of Employment Services Office of Unemployment Compensation-Tax Division (OUC-TD) using Part VI of the FR-500 Combined Business Tax Registration Application, establishing a DC unemployment insurance tax account and identification number.

8.15 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the FR-500 completed for DC SUI tax purposes and the DC SUI Account Identification Number in each participant/representative-employer's file as described in Standard 13.4.1.

Standard 9: Enrolling Qualified Direct Care Workers and Vendors with the Vendor F/EA FMS-Supports Broker

The Vendor F/EA FMS-Supports Broker processes qualified direct care worker human resource documentation and vendor information and inputs it into the Vendor F/EA FMS-Supports Broker's payroll and invoice payment systems in an accurate, complete and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

9.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 9.

9.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 9.

9.3 The Vendor F/EA FMS-Supports Broker shall prepare Qualified Direct Care Worker Employment and Vendor Engagement Packets; that include, but is not limited to:

- 9.3.1 Introductory Letter,
- 9.3.2 Information about the operation of the Vendor F/EA FMS-Supports Broker and the role and responsibility of the Vendor F/EA FMS-Support Broker, the individual/representative-employer, representatives and qualified direct care workers;
- 9.3.3 Qualified support worker Employment Application;
- 9.3.4 IRS Form W-4, Employee Withholding Allowance Certificate with instructions;
- 9.3.5 US CIS Form I-9 Employment Eligibility Verification with instructions;
- 9.3.6 Medicaid provider agreement;
- 9.3.7 Employer-employee agreement;

9.3.8 Permission form for pre-employment criminal background checks pursuant to the District's criminal background check, Health-Care Facility, Unlicensed Personnel Criminal Background Check Act of 1998, and the FBI Criminal History Check forms and instructions;

9.3.9 IRS Notice 797 Possible Federal Tax Return Due to Earned Income Credit (Type at bottom, "If you think you qualify to receive federal advanced earned income credit, please contact [Vendor F/EA FMS Supports Broker staff name] at [provide phone number] and request that an IRS Form W-5 be sent to you to complete and return for processing";

9.3.10 Time sheets and instructions;

9.3.11 Timesheet due date and payday schedule;

9.3.12 Participant-directed goods and services vendor enrollment information form;

9.3.13 Invoice format for submission of participant-directed goods and services vendor payment requests and instructions for submitting invoices for payment;

9.3.14 Participant-directed goods and services vendor invoice due date and payment schedule;

9.3.15 Individual/Representative-participant-directed goods and services vendor agreement

9.3.16 Form to collect required information if the family employee meets one of the criteria to be FICA/FUTA or SUTA exempt per Section 3 of IRS Publication 15 and DC requirements, respectively;

9.3.17 Notice of availability of direct deposit and instructions for signing up;

9.3.18 Qualified Direct Care Worker Employment and Vendor Engagement Packet Check List; and

9.4 Self-addressed stamped envelope.

9.5 The Vendor F/EA FMS-Support Broker shall distribute and collect completed IRS Forms W-9, Request for Taxpayer ID and Certification, when it is determined that an participant-directed goods and services vendor is an independent contractor.

9.6 The Vendor F/EA FMS-Supports Broker shall distribute the Qualified Direct Care Employment and Vendor Enrollment Packets to participant/representative-employers within one (1) business day of receipt of a call from the case manager informing the Vendor F/EA FMS-Supports Broker that the participant/representative wishes to use participant-directed services and the Vendor F/EA FMS-Supports Broker.

9.7 The Vendor F/EA FMS – Supports Broker shall assist the participant/representative-employer with completing and submitting the required information and forms included in the Qualified Direct Care Employment and Vendor Enrollment Packet, as needed.

9.8 The Vendor F/EA FMS-Supports Broker shall collect and process information from the Qualified Direct Care Worker Employment and Vendor Engagement Packets and file completed forms with the appropriate federal and District of Columbia agencies within two (2) business days of receipt of information. Copies of documentation shall be retained in the applicable Qualified Direct Care Workers' and Participant-directed Goods and Services Vendors' files are described in Standard 13, task #3.

9.9 The Vendor F/EA FMS-Supports Broker shall notify the participant/representative-employer regarding missing or incorrect information submitted from the Qualified Direct Care Worker Employment Packet and obtain it in an accurate and timely manner.

9.10 The Vendor F/EA FMS-Supports Broker shall process the qualified direct care worker's IRS Forms W-4.

9.11 The Vendor F/EA FMS-Supports Broker shall maintain copies of the IRS Forms W-4 in each qualified direct care worker's file as described in Standard 13.

9.12 The Vendor F/EA FMS-Supports Broker shall maintain copies of the UC CIS Form I-9, Employment Eligibility Verification Form in each direct care worker's file as described in Standard 13.

9.13 The Vendor F/EA FMS-Supports Broker shall process an IRS Form W-5, for eligible qualified direct care workers.

9.14 The Vendor F/EA FMS-Supports Broker shall maintain copies of the IRS Forms W-5 in each eligible qualified direct care worker's file as described in Standard 13.

9.15 The Vendor F/EA FMS-Supports Broker shall execute a Medicaid provider agreement with all qualified direct care workers and vendors of authorized participant-directed goods and services as required by CMS in its HCBS waiver template instructions and guidance. **Note**: CMS requires a Medicaid provider agreement to be executed with all qualified direct care workers and certain nontraditional participant-directed service vendors [see CMS HCBS waiver template instructions and guidance]. The District shall designate the tasks of executing and maintaining these Medicaid provider agreements to the Vendor F/EA FMS-Supports Broker.

9.16 The Vendor F/EA FMS-Supports Broker shall submit the required documentation DC Criminal Background Check in accordance with the District Metropolitan Police Department requirements and the Health-Care Facility, Unlicensed Personnel Criminal Background Check Act of 1998

9.17 The Vendor F/EA FMS-Supports Broker shall receive and maintain criminal background check results on qualified direct care worker candidates on file and provide results to participant/representative-employers upon request. A qualified direct care worker applicant, who does not pass the required criminal background check, shall not be hired.

9.18 The Vendor F/EA FMS-Supports Broker shall confirm each qualified direct care worker's social security number and vendors' FEIN, as appropriate, through the SSA's Business Services Online system.

9.19 The Vendor FEA/FMS-Support Broker shall report participant/representative-employers' new qualified direct care worker hires into the District's electronic DC New Hires Directory within 20 days of hire. The Vendor F/EA FMS-Supports Broker shall maintain copies of DC New Hire Reporting documentation in qualified direct care workers' files.

Standard 10: Dis-enrolling Participant/Representative-Employers with the Vendor F/EA FMS-Supports Broker and Terminating Employer Status for Participant/ Representative-Employers, When Appropriate

The Vendor F/EA FMS-Supports Broker processes a change in a participant/representative-employers' enrollment status with a Vendor F/EA FMS-Supports Broker when the participant/representative-employer ceases to use the Vendor F/EA FMS-Supports Broker permanently for any reason in an accurate, complete and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

10.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 10.

10.2 The Vendor F/EA FMS Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included Standard 10.

10.3 The Vendor F/EA FMS-Supports Broker shall have a system in place to receive participant disenrollment information from the District's Income Maintenance Administration (IMA).

10.4 The Vendor F/EA FMS-Supports Broker shall revoke the IRS Form 2678 with the participant, when appropriate, per IRS Form instructions.

10.5 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the revoked IRS Form 2678 and IRS Notice of Agent Revocation in the participant/representative-employer's archived file.

10.6 The Vendor F/EA FMS-Supports Broker shall revoke the IRS Form 8821 with the participant/representative-employer, when appropriate.

10.7 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the revoked IRS Form 8821 in the participant/representative-employer's archived file.

10.8 The Vendor F/EA FMS-Supports Broker shall revoke the DC Department of Employment Services (DOES) Form DC-2848, Power of Attorney and Declaration of Representative, for District unemployment tax purposes, with the participant/representative-employer, when appropriate.

10.9 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the DOES Form DC-2848, Power of Attorney and Declaration of Representative, in the participant/representative-employer archived file.

10.10 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall retire the participant/representative-employer's FEIN, when appropriate. **Note**: If the participant/representative-employer is deceased, the IRS would like to know this when being informed that an FEIN needs to be retired.

10.11 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall maintain a copy of the documentation of the FEIN retirement in the participant archived file.

10.12 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall withhold and file final DC income tax (even when the final filing is zero wages) for each applicable participant/representative-employer.

10.13 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall deposit final DC income tax for each applicable participant/representative-employer, as applicable.

10.14 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS Supports Broker shall maintain a copy of the final DC income tax filing and deposit documentation and related correspondence in the participant/representative-employer archived file.

10.15 If the participant/representative-employer stops being an employer of qualified direct care workers permanently, the Vendor F/EA FMS-Supports Broker shall retire the participant's DC Office of Tax and Revenue District income tax withholding employer tax account and number, when appropriate, per DTR requirements by notifying DTR in writing that the/she is no longer is an employer who shall pay withholding taxes.

10.16 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall maintain a copy of relevant revocation documentation (written notification described above) and correspondence in each participant/representative-employer's archived file.

10.17 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall compute, withhold and file final DC unemployment insurance taxes (even when the final filing is zero wages) for each applicable participant/representative-employer.

10.18 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS Supports Broker shall deposit final District unemployment insurance tax for each applicable participant/representative-employer.

10.19 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall maintain a copy of the final District unemployment insurance tax filing and payment documentation and related correspondence for each employer in the participant/representative-employer's archived file.

10.20 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall retire the participant's District unemployment insurance tax employer tax account number and DC Form 2848, Power of

Attorney, after the participant/representative-employer submits, in writing, a status change request stipulating the POA be dissolved. **Note**: The Vendor F/EA FMS-Support Broker shall facilitate the preparation and submission of this letter.

10.21 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall maintain a copy of documentation retiring the participant-representative-employer's SUI Tax Account, identification number and POA in his/her archived file.

10.22 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall terminate the participant/representative-employer's workers' compensation insurance policy, when appropriate, and submit any premium refund to DHCF as required.

10.23 If the participant/representative-employer stops being an employer of qualified direct care workers, permanently, the Vendor F/EA FMS-Supports Broker shall maintain a copy of the documentation of the termination of the employer's workers' compensation insurance policy and issuance of any premium refund in the participant/ representative-employer's archived file.

Standard 11: Processing and Distributing Qualified Direct Care Workers' Payroll and Withholding, Filing and Paying Related Federal and DC Taxes

The Vendor F/EA FMS-Supports Broker processes and distributes qualified direct care workers' payroll and related federal and District employment-related taxes in compliance with all Federal and District income tax withholding and employment-related taxes in an accurate, completed and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

11.1 Qualified Direct Care Service Workers' Payroll:

11.1.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 11.

11.1.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 11.

11.1.3 The Vendor F/EA FMS-Supports Broker shall determine if the qualified direct care workers is a family member who is exempt from paying into FICA and/or FUTA and SUTA (i.e., spouse or parent of minor child who is the participant/representative-employer).

11.1.4 The Vendor F/EA FMS-Supports Broker shall maintain documentation on the relationship of the participant to worker in the qualified direct care workers' and participant/representative-employers' files.

11.1.5 The Vendor F/EA FMS-Supports Broker shall confirm that if a participant/representative-employer hires their spouse as a qualified direct care worker, the spouse meets all requirements as described in the District's EPD HCBS 1915 (c) waiver.

11.1.6 The Vendor F/EA FMS-Supports Broker shall determine if a qualified direct care worker is a non-resident of DC and the appropriate method to be used for District income tax withholding

11.1.7 The Vendor F/EA FMS-Supports Broker shall maintain documentation on qualified direct care worker's non- District resident status in the qualified direct care workers' files.

11.1.8 The Vendor F/EA FMS-Supports Broker shall verify qualified direct care workers' hourly wages in compliance with Federal and District department of labor wage and hour rules for domestic service

workers. **Note**: Qualified direct care workers shall not be allowed to work overtime per DHCF requirements.

11.1.9 The Vendor F/EA FMS-Supports Broker shall develop, produce and distribute timesheets and instructions for qualified support workers to participant/representative-employers.

11.1.10 The Vendor F/EA FMS-Supports Broker shall collect, verify and process qualified direct care workers' time sheets per District DOES and DHCF requirements.

11.1.11 The Vendor F/EA FMS-Supports Broker shall maintain copies of time sheets in the qualified direct care worker's file.

11.1.12 The Vendor F/EA FMS-Supports Broker shall have a system for addressing situations when a participant/representative-employer has his/her qualified direct care workers work hours in excess of approved hours and signs the time sheet that reflects this overage, and notifying DHCF. **Note**: The Vendor F/EA FMS-Supports Broker is required to pay the qualified direct care worker for every hour worked (that is not fraud). The shall address the issue by immediately informing the participant/representative-employer of the overage and inform him/her that his/her allowable hours shall be reduced by the overage and he shall adjust his/her qualified direct care worker's time accordingly on the next time sheet. The Vendor F/EA FMS-Supports Broker shall notify DHCF and the participant/representative-employer of any such overages within one (1) business day of receipt of the involved time sheet. The Vendor F/EA FMS-Supports Broker also shall have a system for recouping overages per DHCF requirements.

11.1.13 The Vendor F/EA FMS-Supports Broker shall compute, withhold, file, and track Federal income tax withholding for participants and their qualified direct care workers quarterly in the aggregate using the Vendor F/EA FMS' separate FEIN and using the IRS Form 941, Employer's Quarterly Federal Tax Report and the IRS Form 941 Schedule R. **Note:** Vendor F/EA FMS provider Federal income tax withholding and FICA (Medicare and Social Security tax) depositing rules are based on the Vendor F/EA FMS providers' aggregate deposit liability, not that of each participant/representative-employer. Therefore, an IRS Form 941 Schedule B is required in most cases.

11.1.14 The Vendor F/EA FMS-Supports Broker shall compute, withhold, and file Medicare and Social Security taxes (FICA) for participant/representative-employers and their qualified direct care workers quarterly in the aggregate using the Vendor F/EA FMS-Supports Broker 's separate FEIN and using the IRS Form 941, Employer's Quarterly Federal Tax Report and the IRS Form 941 Schedule R..

11.1.15 The Vendor F/EA FMS-Supports Broker shall maintain copies of the filed IRS Forms 941, IRS Form 941 Schedule R and related correspondence in Vendor F/EA FMS' file.

11.1.16 The Vendor F/EA FMS-Supports Broker shall deposit federal income tax withholding in the aggregate using the Vendor F/EA FMS-Supports Broker's separate FEIN (electronic filing or IRS Form 8109 Federal Tax Deposit Coupon).

11.1.17 The Vendor F/EA FMS-Supports Broker shall maintain copies of federal income tax withholding deposit documentation in Vendor F/EA FMS-Supports Broker's files.

11.1.18 The Vendor F/EA FMS-Supports Broker shall deposit FICA in the aggregate (IRS Form 8109 Federal Tax Deposit Coupon or electronic (EFTS) filing) using the Vendor F/EA FMS-Supports Broker's separate FEIN. **Note**. Vendor F/EA FMS-Supports Broker shall deposit FICA (Medicare and social security tax) per IRS depositing rules.

11.1.19 The Vendor F/EA FMS-Supports Broker shall maintain copies of FICA deposit documentation in the Vendor F/EA FMS-Supports Broker's files.

11.1.20 The Vendor F/EA FMS-Supports Broker shall compute, withhold and file FUTA annually in the aggregate using the Vendor F/EA FMS Supports Broker's separate FEIN and the IRS Form 940, Employer's Annual Federal Unemployment (FUTA) Report and the IRS Form 940 Schedule R.

11.1.21 The Vendor F/EA FMS-Supports Broker shall maintain copies of the annually filed IRS Form 940, and IRS Form Schedule R and related documentation in its files.

11.1.22 The Vendor F/EA FMS-Supports Broker shall deposit FUTA in the aggregate (IRS Form 8109 Federal Tax Deposit Coupon or electronic (EFTS) filing) using separate FEIN in accordance with IRS depositing rules. **Note**. The Vendor F/EA FMS-Supports Broker shall deposit FUTA quarterly per IRS depositing rules.

11.1.23 The Vendor F/EA FMS-Supports Broker shall maintain copies of FUTA documentation in the Vendor F/EA FMS Supports Broker's files.

11.1.24 The Vendor F/EA FMS shall collect and review for completeness IRS Forms W-5, when applicable.

11.1.25 The Vendor F/EA FMS-Supports Broker shall maintain copies of the Form W-5 and related documentation in the qualified support worker's file.

11.1.26 The Vendor F/EA FMS-Supports Broker shall process and track Federal Advanced Earned Income Credit (EIC) for qualified direct care workers.

11.1.27 The Vendor F/EA FMS-Supports Broker shall maintain copies of Federal Advanced EIC processing documentation in the qualified direct care worker's file, when applicable.

11.1.28 The Vendor F/EA FMS-Supports Broker shall enroll in DTR's electronic District income tax withholding filing and payment process as required by DTR.

11.1.29 The Vendor F/EA FMS-Supports Broker shall maintain copies of all documentation related to electronic filings and payments for District income tax withholding in the Vendor F/EA FMS-Supports Broker's file.

11.1.30 The Vendor F/EA FMS-Supports Broker shall compute, withhold and file (at the current District income tax withholding rate), District income tax withholding, including annual reconciliations, for each participant/representative-employer's qualified direct care worker (resident or nonresident) per DTR and other states' department of revenue requirements.

11.1.31 The Vendor F/EA FMS-Supports Broker shall deposit District income tax withholdings for each participant/representative-employer (resident or nonresident) per DTR procedures and requirements.

11.1.32 The Vendor F/EA FMS-Supports Broker shall maintain copies of District income tax withholding deposits (resident and nonresident) and relevant other documentation and correspondence in each participant/representative-employer's file.

11.1.33 The Vendor F/EA FMS-Supports Broker shall enroll in DOES' electronic unemployment tax SUTA filing and payment system as required by DOES.

11.1.34 The Vendor F/EA FMS-Supports Broker shall compute, withhold and file District unemployment insurance tax quarterly for each participant/representative-employer (including last filing and even when zero wages are reported) using the quarterly DOES-UC 30 Contribution and Wage Report, as appropriate.

11.1.35 The Vendor F/EA FMS-Supports Broker shall maintain copies of the quarterly DOES-UC 30, payments and related correspondence in each participant/representative-employer's file.

11.1.36 The Vendor F/EA FMS-Supports Broker shall deposit District unemployment insurance tax quarterly for each participant/representative-employer (including final deposit) using the quarterly Form DOES-UC 30 as appropriate.

11.1.37 The Vendor F/EA FMS-Supports Broker shall maintain copies of District unemployment insurance deposits and related correspondence in each participant/representative-employer's file.

11.1.38 The Vendor F/EA FMS-Supports Broker shall process all judgments, garnishments, tax levies or other related holds on qualified direct care workers' pay as may be required by federal or District governments.

11.1.39 The Vendor F/EA FMS-Supports Broker shall maintain copies of documents for all judgments, garnishments, tax levies or other related holds on qualified direct workers' pay in the qualified direct care workers' files.

11.1.40 In the event qualified direct care workers are unionized, the Vendor F/EA FMS-Supports Broker shall manage union dues deductions and payments per DHCF instructions.

11.1.41 In the event qualified direct care workers are unionized, the Vendor F/EA FMS-Supports Broker shall maintain copies of documentation related to the management of union dues deductions and payments in the qualified direct care worker's files.

11.1.42 The Vendor F/EA FMS-Supports Broker shall generate and distribute payroll checks to all qualified direct care workers within the time period required by the DC DOES for each pay period. **Note:** District payday law requires semi-monthly paydays.

11.1.43 The Vendor F/EA FMS-Supports Broker shall process direct deposit of qualified direct care workers' payroll checks with remittance advice showing gross wages, net wages withholdings and deductions per District DOES requirements, as requested by the qualified direct care worker.

11.1.44 The Vendor F/EA FMS-Supports Broker shall maintain copies of direct deposit documentation in the qualified direct care workers' files.

11.1.45 The Vendor F/EA FMS-Supports Broker shall develop a system for managing improperly cashed or issued payroll checks, stop payment on checks, and for the re-issuance of lost, stolen or improperly issued checks including:

11.1.46 Maintenance of a log of voided and reissued checks, including all pertinent information;

11.1.46.1 Proper authorization of all stop payments and re-issuances;

11.1.46.2 Timeframe for re-issuance of checks (i.e., within three (3) business days of notification of lost/stolen check) and issuance of stop payment request.

11.1.47 The Vendor F/EA FMS-Supports Broker shall research and resolve any tax notices received from the IRS, DC DTR and DOES regarding qualified direct care worker tax liabilities/liens, including all pertinent information and step to resolution.

11.1.48 The Vendor F/EA FMS-Supports Broker shall track all tax notices received from the IRS, DC DTR and DOES regarding qualified direct care worker liabilities/liens including all pertinent information and step to resolution.

11.1.49 The Vendor F/EA FMS Supports Broker shall process DOES Reason for Separation Notice for qualified direct care workers who no longer work for a participant/representative-employer within 10 days of receipt of notice.

11.2 Year End Tax Related Activities

11.2.1 The Vendor F/EA FMS-Supports Broker shall update participant/representative-employer and qualified direct care worker address and phone number changes prior to mailing out tax information in January each year and refunds of over collected FICA in December and January each year.

11.2.2 The Vendor F/EA FMS-Supports Broker shall process refunds of over collected FICA for eligible participant/representative-employers to DHCF and qualified direct care workers in accordance with IRS and DHCF directive. **Note.** FICA refunding procedures included in Attachment A and requires the use of the new IRS Form 941-X rather than the IRS Form 941(c) effective 6/2009 and the new IRS Form 941 Schedule R effective 1/2010.

11.2.2 The Vendor F/EA FMS-Supports Broker shall maintain documentation related to FICA refunding in each applicable participant/representative-employer's and qualified direct care worker's files.

11.2.3 The Vendor F/EA FMS-Supports Broker shall process, file and distribute IRS Forms W-2 for all qualified direct care workers and in accordance with IRS instructions for agents. **Note**: As part of

this process, the total gross payroll per the Form W-2 should be reconciled to the calendar year's total gross payroll and to gross payroll values filed on Forms 941 and 940.

11.2.4 The Vendor F/EA FMS shall verify that each qualified direct care worker's social security number matches the name and date of birth information obtained from SSA's Business Services Online prior to submitting IRS Forms W-2 to the employer, the State Department of Revenue and the Social Security Administration each calendar year.

11.2.5 The Vendor F/EA FMS-Supports Broker shall maintain copies of the federal copy of Forms W-2 and related documentation in each qualified direct care worker's file.

11.2.6 The Vendor F/EA FMS-Supports Broker shall process and file the IRS Form W-3, Transmittal of Wage and Tax Statement, as applicable. **Note**: When IRS Form W-2 is filed electronically, an IRS Form W-3 does not have to be filed.

11.2.7 The Vendor F/EA FMS-Supports Broker shall maintain a copy of the IRS Form W-3 Transmittal of Wage and Tax Statement, as applicable.

11.2.8 The Vendor F/EA FMS-Supports Broker shall process any returned qualified direct care worker payroll checks or vendor's payments for participant-directed goods and services in accordance with the policies and procedures of the District's Office of the Chief Financial Officer and the Office of Finance and Treasury's Unclaimed Property Unit.

11.2.9 The Vendor F/EA FMS Supports Broker shall maintain copies of District's Unclaimed Property-related documentation in the qualified support worker's and/or vendor's file.

Standard 12: Processing, Paying and Tracking Payments for Approved Participant-Directed Goods and Services

The Vendor F/EA FMS-Supports Broker shall process and track payments for approved participant-directed goods and services received from vendors, in an accurate, complete and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

12.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 12.

12.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 12.

12.3 The Vendor F/EA FMS-Supports Broker shall receive, verify and process all invoices from direct service providers, vendors or independent contractors providing participant-directed goods and services in accordance with the participant/representative-employers participant-directed individual budget that is pre-authorized by Delmarva and monitor expenditures against the participant/representative-employer's participant-directed individual budget.

12.4 The Vendor F/EA FMS-Supports Broker shall pay invoices for participant-directed goods and services in accordance with the participant/representative-employer's participant-directed individual budget.

12.5 The Vendor F/EA FMS-Supports Broker shall maintain the appropriate payment-related documentation in the vendor's file.

12.6 The Vendor F/EA FMS-Supports Broker shall process any returned vendor payments in accordance with the District's Office of the Chief Financial Officer and the Office of Finance and Treasury's Unclaimed Property Unit.

12.7 The Vendor F/EA FMS-Supports Broker shall distribute IRS Forms SS-8, Determination of Worker Status for Purpose of Federal Employment Taxes and Income Tax Withholding when there

is a question of whether his or her participant-directed goods or service vendor is an independent contractor (i.e., does not have a FEIN).

12.8 If an participant-directed goods and services vendor is determined to be an independent contractor, the Vendor F/EA FMS-Supports Broker shall distribute, collect and process IRS Forms W-9, Request for Taxpayer Identification and Certification for participants' participant-directed goods and services vendor who are determined to be independent contractors.

12.9 If a participant-directed goods and services vendor is determined to be an independent contractor, the Vendor F/EA FMS-Support Broker shall process, file and distribute an IRS Form 1099-Misc, Miscellaneous Income to each applicable vendor.

12.10 If a participant-directed goods and services vendor is determined to be an independent contractor, the Vendor F/EA FMS-Support Broker shall ensure that each applicable vendor is bonded, and has and maintains copies of a District business license.

12.11 If a participant-directed goods and services vendor is determined to be an independent contractor, the Vendor F/EA FMS-Support Broker shall maintain a copy of the IRS Form 1099-Misc, Miscellaneous Income; in the applicable vendor's file.

12.12 If a participant-directed goods and services vendor is determined to be an independent contractor, the Vendor F/EA FMS-Support Broker shall process and file an IRS Form 1096, Annual Summary and Transmittal of U.S. Information Returns, as applicable. **Note:** When an IRS Form 1099 is filed electronically, an IRS Form 1096 does not have to be filed.

12.13 If a participant-directed goods and services vendor is determined to be an independent contractor, the Vendor F/EA FMS-Support Broker shall maintain a copy of the IRS Form 1096, Annual Summary and Transmittal of U.S. Information Returns in the applicable participant/representative-employer's file.

Standard 13: Establishing and Maintaining Files and Documentation

The Vendor F/EA FMS-Supports Broker establishes and maintains current and archived files and documentation for participant/representative-employers, qualified direct care workers and vendors and themselves in a confidential and secure manner and for the time period required by the applicable Federal, District agencies. Any requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be met.

The Vendor F/EA FMS-Supports Broker is responsible for addressing Federal and District tax questions for the time they represented the participant/representative-employer as their employer agent at the time an inquiry is received. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

13.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 13.

13.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 13.

13.3 The Vendor F/EA FMS-Supports Broker shall establish and maintain current Vendor F/EA FMS-Supports Broker , participant/representative-employer, qualified direct care worker and vendor files in an accurate, secure and confidential manner and for the required period of time as mandated by applicable federal and District rules and regulations. **Note:** The Vendor F/EA FMS-Supports

Broker shall have a master checklist to ensure that all required documents are included in these files. Any HIPAA requirements shall be met.

Files should include, at a minimum the following:

13.4 Participant/Representative-Employer File

a. Participant/representative-employer's 's name;
b. Participant/representative-employer's address;
c. Participant/representative-employer's phone number;
d. Participant's Medicaid Identification (MCI) Number;
e. Participant's emergency contact person;
f. Completed Qualified Direct Care Worker employment packet forms;
g. Completed participant/representative-employer Vendor F/EA FMS-Supports Broker Enrollment packet forms;
h. Completed Assessments;
i. Individual Service Plan and updates;
j. Participant-Directed Individual Budget Plan and updates
k. DHCF Form XX1, Employer/Representative Agreement Form
l. DHCF Form XX2, Representative Designation Form (including relationship to the participant);
m. DHCF Form XX3, Emergency Backup Plan Form;
n. DHCF Form XX4, Document of Qualified Direct Care Worker Qualification Form;
o. DHCF Form XX5, Monthly Progress Notes;
p. DHCF Form XX6, Voluntary Termination of Participant Directed Services Form;
q. DHCF Form XX7, Involuntary Termination of Participant Directed Services Form;
r. Copy of participant/representative-employer 's Form SS-4 and federal employer identification number (FEIN);
s. Copy of completed and signed Form 2678, Employer Appointment of Agent, and IRS LTR 1997C, Notice of Appointment;
t. Copy of letter retiring program participant/representative-employer 's FEIN, when applicable;
u. Copy revoked IRS Form 2678, IRS Notice of Agent Revocation Letter and any related correspondence from the IRS, as applicable;
v. Copy of completed and signed IRS Form 8821, Tax Information Authorization;
w. Copy of IRS Form 8821 renewal (as applicable) and any related correspondence from the IRS, as applicable;
x. Copy of IRS Form 8821 revocation (as applicable) and any related correspondence with the IRS, as applicable;
y. Copy of the executed DOES Form Power of Attorney (POA) Form, DC-2848, Power of Attorney and Declaration of Representative;
z. Copy of a written notification from the participant/representative-employer revoking the Power of Attorney and/or the SUTA account number to terminate the account, when appropriate
aa. Copies of completed Form FR-500, Combined Business Tax Registration Application (combined registration form for UC and DC income tax withholding;
bb. SIT and SUI account numbers;
cc. Copy of the participant/representative-employer's written notification to DOES Tax Division by letter to cancel the business account or a copy of the participant/representative-employer's

last and final Contribution and Wage Report (Quarterly DOES-UC 30) that indicates he/she no longer has employees

dd. Copies of the DTR FR-900Q Employer's Withholding Tax Booklet - Quarterly Returns, including final return filed (even if its zero reporting) or copies of proof of filing if return filed electronically;

ee. Copies of the DTR FR 900B 2010 Employer Withholding Tax Annual Reconciliation and Report, or copies of proof of filing if return filed electronically

ff. Copies of documentation of all payments of District income tax withholding or payment of receipt if payments are made electronically;

gg. Copies of filing and payments of income tax withholding for District non residence employees, as applicable;

hh. Copy of District's Unemployment Compensation Notice Responsibilities (provides the UC account number assigned as well as other UC tax information);

ii. Copies of the quarterly DOES form UC30 Contribution and Wage Report or copy of proof or filing if return was filed electronically

jj. Copies of proof of payment of UC taxes for participant or payment receipt if payment is made electronically;

kk. Copies of all participant/representative-employer -specific District unemployment insurance benefits payments;

ll. Copies of documentation related to any FICA refunding (employer portion) processed and returned to the District Treasury;

mm. Copies of workers' compensation insurance policies, premium invoices and documentation of payments, refunds and all notices and correspondence;

nn. Copies of completed workers' compensation audit reports, as applicable

oo. Copies of the IRS Form W-3, if IRS Forms W-2 are filed in paper rather than electronically;

pp. Copies of Qualified Direct Care Worker Termination Form;

qq. Documentation of any independent contractors used;

rr. Documentation summarizing invoices received and payments made to vendors and small providers, including independent contractors, for authorized services to the program participant in accordance authorized ISP; and

ss. Documentation for transitioning the participant/representative-employer from their current Vendor F/EA FMS-Supports Broker to a new Vendor F/EA FMS-Supports Broker , when appropriate.

13.4.1 The Vendor F/EA FMS-Supports Broker shall establish and maintain current qualified direct care workers' files in an accurate, complete, secure and confidential manner and for the required period of time as mandated by applicable federal and District rules and regulations. They should include, but not be limited to the following documents:

13.5 Qualified Direct Care Worker File

a. Qualified direct care worker employment application;
b. Copy of executed Medicaid agreement;
c. Qualified direct care worker's name, address, social security number (and verification), FEIN (as applicable) and occupation;
d. Documentation showing verification that the qualified direct care worker's social security number matches the name and date of birth information provided obtained through the Social Security Administration's Business Service Online;

e. Dates of employment for each worker;
f. Certification that the qualified direct worker has successfully completed the DHCF minimum training requirements and any other training requirements as documented in the participant's ISP.
g. Copy of the records of qualified direct care workers' criminal background checks pursuant to the District's criminal background check, Health-Care Facility, Unlicensed Personnel Criminal Background Check Act of 1998, and the FBI Criminal History Check.
h. Determination of qualified direct care workers state of residence;
i. If worker is a non-District resident, copy of Form D-4A, Certificate of Non residence in the District of Columbia, as applicable and required;
j. Copies of filings and payments of out-of-District income tax withholding, when applicable;
k. Determination that the worker is a paid family member who is exempt from paying into FICA and/or FUTA per IRS Publication 15 and SUTA and documentation that applicable taxes have not been withheld and deposited;
l. Copy of the completed US CIS Form I-9, Employment Eligibility Verification;
m. Copy of IRS Forms W-4, Employee's Withholding Allowance;
n. Copy of IRS Forms W-5, Earned Income Credit Advance Payment (as applicable) and documentation related to the processing of Advanced Federal Earned Income Credit, as applicable;
o. Copies of qualified direct care workers time sheets;
p. Copy of completed DC New Hire Directory documentation;
q. Copies of documentation regarding any judgments, garnishments and tax levies or any related holds on the qualified direct care workers pay as may be required by federal or state government;
r. Copies of completed IRS Forms W-2 and W-2(c), as applicable;
s. Copies of documentation regarding any FICA refunds processed (employee portion) and copies of cancelled refund checks;
t. Copies of documentation of requests for verification of qualified direct care workers wages requested by federal and District agencies, as applicable;
u. Copies of documentation of any workers' compensation insurance claims filed by worker or documentation that the Vendor F/EA FMS-Supports Broker made every attempt to obtain the documentation;
v. Copies of documentation of submission of qualified direct care workers returned/not cancelled payroll checks, FICA refund checks or any other payments due to and in accordance with the policies and procedures of the District's Office of the Chief Financial Officer and the Office of Finance and Treasury's Unclaimed Property Unit;
w. Copies of documentation related to direct deposit or debit card payroll option, as applicable;
x. Copy of DHCF Form XX8 Qualified Direct Care Worker Termination Form; and
y. Copy of completed Department of Labor and Industry Reason for Separation Notice.

13.5.1 The Vendor F/EA FMS-Supports Broker shall establish and maintain current authorized participant-directed goods and services vendors' files in a complete, accurate, secure and confidential manner and for the required period of time as mandated by applicable federal and District rules and regulations. They should include, but not be limited to the following documents:

a. Copies of invoices from and payments made to participant-directed goods and services vendors for authorized services rendered;

b. Copy of potential independent contractor's completed Form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding and IRS worker employment status ruling letter, as applicable;
c. Copy of independent contractor's IRS Forms W-9, Request for Taxpayer Identification Number and Certification, as applicable;
d. Copies of the IRS Form 1099-Misc, Miscellaneous Income, when an independent contractor is paid $600 or more in a calendar year, as applicable.
e. Copies of the IRS Form 1096, Annual Summary and Transmittal of U.S. Information Returns, as applicable,

13.5.2 The Vendor F/EA FMS-Supports Broker shall establish and maintain current files, in a complete, accurate, secure and confidential manner and in accordance with Federal and District recordkeeping requirements, including HIPPA as applicable. They should include, but not be limited to the following documents.

13.6 Vendor F/EA FMS-Supports Broker File

a. Copy of executed administrative contract with DHCF;
b. Copy of Medicaid Provider Agreement;
c. Copy of documentation that the Vendor F/EA FMS-Supports Broker is registered with the District and other related documentation, as required;
d. Copy of documentation verifying financial viability as described in Vendor F/EA FMS-Support Broker General Administrative Requirements;
e. Documentation regarding the IRS Form SS-4 to receive the Vendor F/EA FMS-Supports Broker separate FEIN, FEIN Notification from the IRS and the retirement of the Government or Vendor F/EA FMS' separate FEIN, when/if applicable;
f. Aggregate quarterly filings of IRS Forms 941, Schedules B, as appropriate, Schedules R and Form 941-X, as appropriate (federal income tax withholding and FICA [Social Security and Medicare]) with individual-level income tax withholding and FICA filing back-up for each program participant/worker;
g. Aggregate payments of FICA and federal income tax withholding per IRS depositing schedule and the individual-level tax payment back-up for each participant/qualified direct care worker;
h. Documentation of the receipt of aggregate FICA refunds and documentation on the individual-level related to FICA refunds (employers and employees);
i. Aggregate annual filings of IRS Forms 940 (FUTA) and Schedules R;
j. Aggregate quarterly payment of FUTA and the individual-level payment back-up for each program participant;
k. All communications with Federal and District labor tax and workers' compensation insurance agencies (DHCF, DTR, DOES, and DISB) as applicable; and
l. Other documentation, as applicable.
m. The Vendor F/EA FMS-Supports Broker shall establish and maintain archived participant/ representative-employer archived files in an accurate, secure and confidential manner and for the required period of time as mandated by applicable Federal and District rules and regulations. Files should include but not be limited to the list of items described in 13.4 above.
n. The Vendor F/EA FMS-Supports Broker shall establish and maintain archived qualified direct care worker files in an accurate, secure and confidential manner and for the required period of

time as mandated by applicable federal and District rules and regulations. Files should include but not be limited to the list of items described in 13.5 above.

13.6.1 The Vendor F/EA FMS-Supports Broker shall establish and maintain Participant-directed Goods and Service Vendor archived files in an accurate, secure and confidential manner and for the required period of time as mandated by applicable Federal and District rules and regulations. Files should include but not be limited to the list of items described in 13.5 above.

13.6.2 The Vendor F/EA FMS-Supports Broker shall establish and maintain archived Vendor F/EA FMS – Support Broker files archived in an accurate, secure and confidential manner and for the required period of time as mandated by applicable federal and District rules and regulations. Files should include but not be limited to the list of items described #6 above.

13.6.3 The Vendor F/EA FMS-Supports Broker shall establish and adhere to an incident handling procedures outlining the appropriate steps to report, document, mitigate, and recover from computer/network and HIPAA security breaches and noncompliance.

13.6.4 The Vendor F/EA FMS-Supports Broker shall establish, maintain and periodically test a Disaster Recovery Plan for maintaining back-up files and for restoring software and files, as needed.

13.6.5 The Vendor F/EA FMS-Supports Broker shall make all documents and records available for receipt and inspection to DHCF and participants/representatives, upon request.

Standard 14: Preparing and Submitting Required Vendor F/EA FMS- Related Reports

The Vendor F/EA FMS-Supports Broker prepares and submits required FMS-related reports to participants, representatives, Supports Brokers and DHCF, as required in an accurate, complete and timely manner. **Note: The representative is defined as the appointed guardian for IDD waiver participants.**

Tasks/Requirements

14.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 14.

14.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 14.

14.3 The Vendor F/EA FMS-Supports Broker 's shall prepare and distribute monthly utilization and participant-directed individual budget tracking reports that show the total amount for each participant-directed individual budget and the amount used and amount remaining by budget category for the year and in total to tracking spending rate to participants/representatives-employers, Supports Brokers and DHCF as specified by DHCF.

14.4 The Vendor F/EA FMS-Supports Broker 's shall generate and distribute a crosswalk to DHCF monthly showing the F/EA FMS records and Omnicaid records, and explain any discrepancies between the two.

14.5 The Vendor F/EA FMS-Supports Broker's shall prepare and distribute monthly, quarterly, and annual reports to DHCF as specified by DHCF.

14.6 The Vendor F/EA FMS-Supports Broker shall prepare and distribute monthly, quarterly and annual compliant, grievance and incident reports that include discovery and remediation steps.

Standard 15: Preparing and Submitting Required Supports Broker-Related Reports

The Vendor F/EA FMS-Supports Broker prepares and submits required Supports Broker-related reports to participant/representative-employers and DHCF, as required in an accurate, complete and timely manner.

Tasks/Requirements

15.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 15.

15.2 The Vendor F/EA FMS Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 15.

15.3 The Vendor F/EA FMS-Supports Broker shall prepare and distribute a quarterly Supports Broker audit to DHCF that provides statistics on renewal of ISPs, individual budget monitoring and problem resolution, requests for LOCs, and customer service information, participant/representative-employer demographic information, incident reporting requirements, individual contact reports, and other ad hoc trend analyses requested.

15.4 The Vendor F/EA FMS-Supports Broker 's documents, prepares and submits reports to Vendor F/EA FMS staff, the participant/representative-employers, and DHCF about any changes to the ISP or participant-directed individual budget.

Standard 16: Brokering Workers' Compensation Insurance for Participant/Representative – Employers

The Vendor F/EA FMS-Supports Broker effectively broker workers' compensation insurance for participants in accordance with the District's workers' compensation insurance law.

Tasks/Requirements

16.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 16.

16.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard16.

16.3 The Vendor F/EA FMS-Supports Broker shall manage the initial application and receipt of workers' compensation insurance policies for participant/representative-employers.

16.4 The Vendor F/EA FMS-Supports Broker shall manage the renewal of workers' compensation insurance policies for participant/representative-employers.

16.5 The Vendor F/EA FMS-Supports Broker shall manage the payment of participant/representative-employers' workers' compensation insurance premiums.

16.6 The Vendor F/EA FMS-Supports Broker shall provide wage information to workers' compensation insurer(s) to determine qualified direct care worker's benefits, as required.

16.7 The Vendor F/EA FMS-Supports Broker shall facilitate workers' compensation insurer's annual audit process, including hosting insurer staff on site and providing the necessary information and documentation.

16.8 The Vendor F/EA FMS-Supports Broker shall maintain the following information related to workers' compensation insurance in the participant/representative-employer's file:

- 16.8.1 Workers' compensation insurance application and renewal documentation;
- 16.8.2 Workers' compensation insurance policies;
- 16.8.3 Workers' compensation premium and payment documentation;
- 16.8.4 Qualified direct care worker wage documentation for determining workers' compensation insurance benefits; and
- 16.8.5 Relevant workers' compensation insurance audit related documentation.

Standard 17: Providing Supports Broker Services to Participants and Representatives

The Vendor F/EA FMS-Supports Broker through its Supports Broker Division demonstrates has the staff, clinical and technical abilities and resources to provide high-quality supports brokerage services to participant/representative-employers (guardians/Service Coordinators as applicable for IDD waiver participants), including counseling, information and assistance per DHCF requirements.

Tasks/Requirements

17.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 17.

17.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 17.

17.3 The Vendor F/EA FMS-Supports Broker's Supports Broker Division shall coordinate with Vendor F/EA FMS division as required. participant/representative-employers

17.4 The Vendor F/EA FMS-Supports Broker shall coordinate with the Delmarva for EDP waiver participants and DDA/Service Coordinators for IDD waiver participants to describe how it receives and provides medical information for a Level of Care determination (if initial eligibility is being processed and the participant-direction option is elected) or redetermination, as required.

17.5 The Vendor F/EA FMS-Supports Broker shall provide information about participant/representative-employers' responsibilities, rights and concepts of participant-direction.

17.6 The Vendor F/EA FMS-Supports Broker shall submit the quarterly reports as required by DHCF and described in standard 15.3 to the participant/representative-employers, and the Supports Broker shall review the reports with all participants.

17.7 The Vendor F/EA FMS-Supports Broker shall assist participant/representative-employers and guardians/Service Coordinators as applicable for IDD waiver participants in developing their ISP that are approved by the participant/representative-employer, including identifying needs and preferences, defining desired outcomes, identifying natural supports, identifying services and supports to be purchased by the participant/representative-employer that are safe and abide by an appropriate risk management strategy; identifying providers of services and goods; providing technical support during implementation of the ISP; and identifying options for qualified direct care worker training.

17.8 The Vendor F/EA FMS-Supports Broker shall assist participant/representative-employers in monitoring ISP services to ensure they are receiving appropriate services.

17.9 The Vendor F/EA FMS-Supports Broker **shall** assist participant/representative-employers in monitoring and tracking participant-directed individual budget expenditures and in requesting reapportionment of participant-directed service funds and participant-directed budget adjustment.

17.10 The Vendor F/EA FMS-Supports Broker **shall** ensure that Supports Brokers notify the Vendor F/EA FMS division regarding participant-directed individual budget adjustments to ensure changes are implemented within the overall category or budget.

17.11 The Vendor F/EA FMS-Supports Broker shall provide information and guidance to participant/representative-employers in problem-solving, decision-making, purchasing participant-directed goods and services, and recognizing and reporting critical events.

17.12 The Vendor F/EA FMS-Supports Broker shall assist participants/representative-employers to identify, analyze and prioritize risks associated with the participants' conditions and develop a written plan to manage those risks. This plan shall instruct the participants/representative-employers in how to react to events that could occur and may impact upon the scope and delivery

of services. To develop the plan, participants/representative-employers and Supports Brokers shall work together to review information such as:

17.12.1 Age
17.12.2 Diagnosis
17.12.3 Mobility
17.12.4 Home Environment
17.12.5 Social/Leisure Activities
17.12.6 Safety/Personal Emergency Response System
17.12.7 Security
17.12.8 Meds
17.12.9 Family/other in-home/support

17.13 The Vendor F/EA FMS-Supports Broker shall refer participant/representative-employers for additional assessments or reassessments, as needed.

17.14 The Vendor F/EA FMS-Supports Broker shall serve as an independent advocate to the participant/representative-employers.

17.15 The Vendor F/EA FMS-Supports Broker **shall** assist participant/representative-employers in communicating and coordinating with the Vendor F/EA FMS division.

17.16 The Vendor F/EA FMS-Supports Broker shall ensure that Supports Brokers maintain regular contact with participant/representative-employers, at least monthly and more frequently if designated in the approved participant's ISP. Requests for additional contacts shall be reviewed and approved or denied by DHCF on an instance-by-instance basis.

17.17 The Vendor F/EA FMS-Supports Broker shall provide guidance for qualified direct care worker to meet their minimum training requirements: CPR, first aid/vital signs/emergency, participant rights, autonomy and confidentiality, as well for other qualified direct care worker training requirements as indicated in the ISP (such as ADLS and IADLs).

17.18 The Vendor F/EA FMS-Supports Broker shall ensure that the participant/representative-employers (i.e., the participant's family, e.g., any relative, significant other, as indicated) are able to develop and implement his/her person-centered ISP in collaboration with the Supports Broker. For IDD waiver participants, the Supports Broker serves as a member of the IDT and participates accordingly.

Standard 18: Vendor F/EA FMS-Support Broker Quality Management Activities

The Vendor F/EA FMS-Supports Broker is responsible for demonstrating how it complies with the general administrative requirements and standards developed by DHCF to assure ongoing service quality. The Vendor F/EA FMS-Supports Broker participates in several quality management activities required by DHCF, including adherence to all quality-related requirements as outlined in the 1915 (c) HCBS waiver.

Tasks/Requirements

18.1 The Vendor F/EA FMS-Supports Broker shall maintain in an electronic and written format a Policies and Procedures Manual related to the completion of tasks included in Standard 18.

18.2 The Vendor F/EA FMS-Supports Broker's Policies and Procedures Manual shall have internal controls (including segregation of duties) documented for the tasks included in Standard 18.

18.3 The Vendor F/EA FMS-Supports Broker shall participate in and pass a readiness review prior to the contract execution and services being implemented to ensure that the Vendor F/EAFMS-Supports Brokerage has achieved the level of readiness to be able to perform the required tasks as described in the Standards document. The Vendor F/EAFMS-Supports Broker shall provide all information

as requested by DHCF for an annual Vendor F/EA FMS – Supports Broker Quality Assessment and Performance Review. The general administrative requirements and standards that comprise the Quality Assessment and Performance review will be comprised of the standards contained in this document. The Vendor F/EA FMS-Supports Broker shall cooperate with and participate in additional reviews as applicable if participant/representative-employers report concerns or established routine continuous state quality assurance or auditing systems present suspected problems.

18.4 The Vendor F/EA FMS-Supports Broker shall prepare and submit monthly utilization reports as described in Standards 14 and 15 to DHCF.

18.5 The Vendor F/EA FMS-Supports Broker shall develop an ongoing Quality Assurance Monitoring Plan, subject to DHCF approval that includes the following elements:

- 18.5.1 Key indicators of quality related to Vendor F/EA FMS-Supports Broker services;
- 18.5.2 A description of how the Vendor F/EA FMS-Supports Broker plans to monitor these key indicators;
- 18.5.3 A description of how the Vendor F/EA FMS-Supports Broker shall develop, implement, and evaluate corrective actions or modifications to overall operations as necessary to address quality concerns;
- 18.5.4 A description of the staffing resources responsible for the quality assurance plan and quality assurance activities;
- 18.5.5 Samples of all reports related to quality assurance and performance monitoring, along with descriptions of their use and who is responsible for reviewing them; and
- 18.5.6 A description of how the quality assurance plan shall help DHCF meet all quality assurances as described in the HCBS 1915 (c) waivers.
- 18.5.7 The Vendor F/EA FMS-Supports Broker shall develop and disseminate an annual participant/representative-employer satisfaction survey using the tool approved by and shall be returned to DHFC for analysis of the findings. The survey shall be disseminated in formats that accommodate the needs of all EPD and IDD waiver participants, such as individuals who are non-verbal or may not be able to respond to a mail survey.
- 18.5.8 Based on the results of the annual participant/representative-employer satisfaction survey, the Vendor F/EA FMS-Supports Broker shall prepare a corrective action plan to address the issues raised as applicable.

Attachment Number	Document
J.2	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts Dated March 2007

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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March (2007)

1. **Covenant Against Contingent Fees:**

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

2. **Shipping Instructions – Consignment:**

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

3. **Patents:**

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

4. **Quality:**

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

5. **Inspection Of Supplies:**

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor' s failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor' s risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

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 de lay 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.

(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 l985, 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 cla im, 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.

(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.

(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. <u>Service Contract Act of 1965:</u>

(a) <u>Definitions.</u> "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) <u>Applicability.</u> 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) <u>Compensation</u>

(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.

(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.

(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;

(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.

Attachment Number	Document
J.3	U.S. Department of Labor Wage Determination Rev. No. 10 dated June 15, 2010

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

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
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 10
Date Of Revision: 06/15/2010

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		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
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	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I		10.80
12222 - Nursing Assistant II		12.14
12223 - Nursing Assistant III		13.98
12224 - Nursing Assistant IV		15.69
12235 - Optical Dispenser		20.17
12236 - Optical Technician		15.80
12250 - Pharmacy Technician		18.12
12280 - Phlebotomist		15.69
12305 - Radiologic Technologist		31.11
12311 - Registered Nurse I		27.64
12312 - Registered Nurse II		33.44
12313 - Registered Nurse II, Specialist		33.44
12314 - Registered Nurse III		40.13
12315 - Registered Nurse III, Anesthetist		40.13
12316 - Registered Nurse IV		48.10
12317 - Scheduler (Drug and Alcohol Testing)		21.73
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		33.88
13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		30.60
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		16.65
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		33.76
13110 - Video Teleconference Technician		20.39
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.92
14042 - Computer Operator II		21.18
14043 - Computer Operator III		23.60
14044 - Computer Operator IV		26.22
14045 - Computer Operator V		29.05
14071 - Computer Programmer I	(see 1)	26.36
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		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
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	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
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	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
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	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
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)	39.92
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	29.56
30021 - Archeological Technician I		20.19
30022 - Archeological Technician II		22.60
30023 - Archeological Technician III		27.98
30030 - Cartographic Technician		27.98
30040 - Civil Engineering Technician		26.41
30061 - Drafter/CAD Operator I		20.19
30062 - Drafter/CAD Operator II		22.60
30063 - Drafter/CAD Operator III		25.19
30064 - Drafter/CAD Operator IV		31.00
30081 - Engineering Technician I		22.92
30082 - Engineering Technician II		25.72
30083 - Engineering Technician III		28.79
30084 - Engineering Technician IV		35.64
30085 - Engineering Technician V		43.61
30086 - Engineering Technician VI		52.76
30090 - Environmental Technician		27.41
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		27.98
30461 - Technical Writer I		21.93
30462 - Technical Writer II		26.84
30463 - Technical Writer III		32.47
30491 - Unexploded Ordnance (UXO) Technician I		24.74
30492 - Unexploded Ordnance (UXO) Technician II		29.93
30493 - Unexploded Ordnance (UXO) Technician III		35.88
30494 - Unexploded (UXO) Safety Escort		24.74
30495 - Unexploded (UXO) Sweep Personnel		24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.19
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		14.32
31030 - Bus Driver		20.85
31043 - Driver Courier		13.98
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		15.66
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		15.66
31362 - Truckdriver, Medium		17.90

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

Attachment Number	Document
J.4	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85

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, MARITIAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

_____AGREES TO AFIRMATIVE 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, MARITIAL 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 4th Street, NW, Suite 700 South Washington, DC 20001

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

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) Single-establishment Employer Report

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

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

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

OFFICIAL USE ONLY

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

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?
Yes No Did not report last year Report on combined basis

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

Yes No

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							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	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)

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

1. How was information as to race or ethnic group in Section D obtained?
   a. Visual Survey
   b. Employment Record
   c. 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.

DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE UNIT

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO.: CCB NUMBER: _____ of _____ pages

*NOTE: The standared for **minority subcontracting** is 25% of the TOTAL contract dollar amount to be subcontracted.

AMOUNT OF PRIME CONTRACT: $_____
AMOUNT OF ALL SUBCONTRACTS: $_____ equals _____% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR:

ADDRESS:

TELEPHONE NO.

PROJECT NAME:
ADDRESS:

WARD NO.:_____

PROJECT DESCRIPTIONS:

SECTION II **LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT**

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO. 5. PHONE NO.	1. IS THIS A *MINORITY SUB? _____ YES _____NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. $ AMOUNT OF SUBCONTRACT equals(=) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. $_____

PERCENT OF PRIME CONTRACT. _____%

*D.C. LAW 1-95, as amended, defines a **MINORITY BUSINESS ENTERPRISE** as a business of which more than 50% is owned by members of a minority, and of which more than 50%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

JOB CATEGORIES	MINORITY GROUP EMLOYES GOALS								TIMETABLES
	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:	TELEHONE NO:	DATE:

INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"

_____ Yes _____ No

NAME:

ADDRESS:

TYPE OF ACCOUNT/S:

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 with in 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 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 submitting 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 compliant 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.

Attachment Number	Document
J.5	Department of Employment Services First Source Employment Agreement

FIRST SOURCE EMPLOYMENT AGREEMENT

CONTRACT NUMBER: _____

PROJECT CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AWARD: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____ WARD: _____

NONPROFIT ORGANIZATION WITH 50 (fifty) 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, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, 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: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of this project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

	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					

CURRENT EMPLOYEES: Please list the names, social security numbers, and residency status of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on this project. Attach additional sheets as needed.

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT (*Check*)	WARD (DC Only)	SOCIAL SECURITY NUMBER or EMPLOYEE IDENTIFICATION NUMBER
	☐		
	☐		
	☐		
	☐		
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JUSTIFICATION SHEET: Please provide a detailed explanation justifying why the Employer will not have any new hires on this project.

Attachment Number	Document
J.6	Way to Work Amendment Act of 2006 - Living Wage Notice

"THE LIVING WAGE ACT OF 2006"

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

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is $12.50.

The requirement to pay a living wage applies to:

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

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

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

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

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

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

This is a summary of the "Living Wage Act of 2006". For the complete text go to:
www.does.dc.gov *or* www.ocp.dc.gov

To file a complaint contact: **Department of Employment Services**
Office of Wage-Hour
64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002
(202) 671-1880

Attachment Number	Document
J.7	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet

LIVING WAGE ACT FACT SHEET

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

Effective January 1, 2010, the living wage rate is $12.50 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3);

9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and

10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

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

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

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

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

Attachment Number	Document
J.8	HIPAA Security and Privacy Regulations

HIPAA.ORG

Unsure how to handle HIPAA?
CMS has prepared a checklist to help you get started. Find it here.

THE LAW AND DHHS	IDENTIFIERS	TRANSACTIONS
HHS Administrative Simplification HIPAA Web site **CMS HIPAA Web site** **The Law. Title II, Subtitle F of HIPAA** **HIPAA-REGS LIST-SERV** **HHS HIPAA FAQ** **NCVHS** **Consolidated HIPAA regulations published in the CFR**	**National Provider Identifier** **NPI Final Rule in** PDF **NPI** Resources Page including check-digit validation software **National Employer Identifier Number** **EIN Final Rule in** PDF **EIN Proposed Rule in** HTML, PDF, or Text **Health Plan ID** Proposed rule is pending. **Contractor Numbers** CMS Carrier Numbers (Sender/Receiver IDs pg 72)	**Final Rule 5010 Transactions** **CMS HIPAA Provider Readiness Checklist** **CMS HIPAA Provider Readiness Checklist** **Attachments NPRM** **Implementation Guides** **Transactions and Code Sets Final Rule in** HTML or PDF **Implementation Guides Addenda NPRM in** PDF **Implementation Guide Addenda Final Rule — Federal Register version, with errors** **IG Addenda Corrections — Corrections to the Federal Register version** **IG Addenda Final Rule — CMS Original version submitted to the Federal Register** **Designated Standards Maintenance Organizations** Official DSMO Change Request System and FAQs American Standards Committee (ASC) X12 Health Level Seven (HL7) National Council for Prescription Drug Programs (NCPDP) National Uniform Billing Committee (NUBC) National Uniform Claim Committee (NUCC) American Dental Association (ADA) **Transaction Compliance Testing and Certification** Claredi Transaction Compliance and Certification White Paper

ENFORCEMENT	SECURITY	PRIVACY
CMS Enforcement Guidance This guidance was released on July 24, 2003. **Office of Civil Rights (OCR)** **Enforcement Interim Final Rule** The Office of Civil Rights will be in charge of HIPAA enforcement, although the guidelines have not yet been developed. **HIPAA Complaint Form** This form is for the submission of complaints about covered entities that are not compliant with the HIPAA electronic healthcare transactions and code set standards.	**Security Final Rule in** PDF or Text	**HHS Privacy Web Site** **OCR HIPAA Web Site** **Final Changes to Privacy Rule**

CODE SETS	INDUSTRY DISCUSSION/COLLABORATION	OTHER RESOURCES
HCPCS **CDT3** **NDC** **Proposal to Repeal NDC Standard for non-retail pharmacy** **ICD9** **Final Rule ICD-10** **Additional Code Sets**	**WEDI SNIP** **HIPAA Helpful Hints** **HIPAAlive** **HHIC**	**Practice Management System Directory** **Consultant Directory** **EDI Formats** **AFEHCT** **Washington Publishing** **CMS EDI Web site** **WEDI** **NCHICA** **AHIMA** **CHIM** **HIMSS**

Updated 2/12/03

Attachment Number	Document
J.9	Cost/Price Certification and Data Package

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, Chapter 6, Section 699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, December 1984, as amended).

Signed: _____ Date: _____

Title: _____

Company: _____

Address: _____

_____

DUNS #: _____

Phone: _____

Fax: _____

e-mail: _____

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 $500,000 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.

1.2 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 Offferor, 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.

(c) 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.

(e) 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.			Base Year Total
Direct Labor Categories • Employee A • Employee B • Employee C Total Labor Hours	R	H	D	R	H	D	R	H	D	R	H	D	
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 (Table1.4) 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
Labor Category, Prime • Employee A • Employee B • Employee C Labor Category, Sub. • Employee D • Employee E • Employee F Labor Category, Consultant • 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 (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)
Labor Category, Prime • Employee A • Employee B • Employee C • Employee D Labor Category, Sub. • Employee E • Employee F • Employee G Labor Category, Consultant • 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 it's 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 • Airfare • Hotel • Meals & Incidentals • Ground Transportation Telecommunications Occupancy • Rent • Utilities • Building Maintenance Transportation Client Care Cost • 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.

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Offeror: _____

Performance Element	Excellent*	Good	Acceptable	Poor	Unacceptable**
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name of Organization: _____
2. Name & Title of Evaluator: _____
3. Telephone Number of Evaluator: _____
4. E-mail address of Evaluator: _____
5. Signature of Evaluator: _____ Date: _____
6. Describe type of service received: _____
7. Contract Number _____
8. Contract Amount _____
9. Contract Period of Performance _____

*Remarks on Excellent Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

** Remarks on unacceptable performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	**Cost Control**	**Timeless of Performance**	**Business Relations**
	-Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue	-Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and -contract administration -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

Attachment Number	Document
J.11	Tax Affidavit

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 _____

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent _____ **Title** _____

The penalty for making false statement 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.