PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

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

1. Name & Title of Evaluator:_____

2. Signature of Evaluator:_____

3. Name of Organization: _____

4. Telephone Number of Evaluator:_____

5. State type of service received: _____

6. State Contract Number, Amount and period of Performance _____

   _____

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

8. 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.			

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2103 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
31363 - Truckdriver, Heavy		19.18
31364 - Truckdriver, Tractor-Trailer		19.18
99000 - Miscellaneous Occupations		
99030 - Cashier		10.03
99050 - Desk Clerk		11.58
99095 - Embalmer		23.05
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician		31.73
99410 - Pest Controller		17.69
99510 - Photofinishing Worker		13.20
99710 - Recycling Laborer		18.50

99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

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

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

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

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: Department of Health Care Finance

CONTRACTING OFFICER: Jim Marshall TELEPHONE NUMBER: (202) 442-9106

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: TBD

PROJECT START DATE: Date of Award PROJECT END DATE: 1 year thereafter

EMPLOYER START DATE: TBD EMPLOYER END DATE: TBD

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.

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____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, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

_____AGREES TO 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, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, 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 OR 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 DATE

_____ _____

AUTHORIZED SIGNATURE FIRM/ORGANIZATION
NAME

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

OFFICIAL USE ONLY

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

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

DAS 84-404 (Replaces D.C. Form 2640.9 Sept. 74 which is Obsolete) 84-2P891

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)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

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

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

1. How was information as to race or ethnic group in Section D obtained?
   a. 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 SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

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: TELEPHONE NO.	ADDRESS:
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. _____%

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:

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

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

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:

   (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.

   (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;

   (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;

   (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and

   (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.

2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.

3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.

4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:

   (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;

   (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

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

(c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;

(d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;

(e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;

(f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;

(g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;

(h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;

(i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

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

(a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;

(b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;

(c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and

(d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

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

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

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

8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

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

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

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

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

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

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

1101 SCOPE

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

1102 COVERAGE

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

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

(b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

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

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

1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

(a) Employment, upgrading, or transfer;
(b) Recruitment or recruitment advertising;
(c) Demotion, layoff, or termination;
(d) Rates of pay, or other forms of compensation; and
(e) Selection for training and apprenticeship.

1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2

1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.

1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.

1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

1104 AFFIRMATIVE ACTION PROGRAM

1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars ($25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars ($10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.

1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:

(a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and

(b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.

1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

(a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and

(b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.

1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.

1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.

1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.

1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.

1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.

1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.

1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.

1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.

1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.

1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:

(a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;

(b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries 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.

PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

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

1. Name & Title of Evaluator:_____

2. Signature of Evaluator:_____

3. Name of Organization: _____

4. Telephone Number of Evaluator:_____

5. State type of service received: _____

6. State Contract Number, Amount and period of Performance _____

   _____

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

8. 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.			

Legislative History
Greater Southeast Community Hospital – Not-For-Profit Hospital Corporation

Available at http://www.dccouncil.washington.dc.us/lims/

Legislation No.	Short Title	Council Period
B13-0959	"GREATER SOUTHEAST COMMUNITY HOSPITAL CORPORATION AND HADLEY MEMORIAL HOSPITAL TAX ABATEMENT ACT OF 2000".	13
PR13-0381	"GREATER SOUTHEAST COMMUNITY HOSPITAL CORPORATION AND THE GREATER MANAGEMENT COMPANY LOAN APPROVAL EMERGENCY DECLARATION RESOLUTION OF 1999".	13
PR13-0382	"GREATER SOUTHEAST COMMUNITY HOSPITAL CORPORATION AND THE GREATER SOUTHEAST MANAGEMENT COMPANY LOAN EMERGENCY APPROVAL RESOLUTION OF 1999".	13
B14-0009	"GREATER SOUTHEAST COMMUNITY HOSPITAL CORPORATION AND HADLEY MEMORIAL HOSPITAL TAX ABATEMENT ACT OF 2001".	14
CAS15-0003	"CONTRACT SUMMARY FOR A CONTRACT NO. DCFRA#-00C-039 WITH GREATER SOUTHEAST COMMUNITY HOSPITAL CORPORATION I IN THE AMOUNT OF $412,266,908.00 TO PROVIDE COMPREHENSIVE, INTEGRATED AND COORDINATED HEALTH CARE SERVICES ".	15
B18-0877	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT EMERGENCY AMENDMENT ACT OF 2010".	18
B18-0878	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT TEMPORARY AMENDMENT ACT OF 2010".	18
B18-0879	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT AMENDMENT ACT OF 2010".	18
B18-0994	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT CONGRESSIONAL REVIEW EMERGENCY AMENDMENT ACT OF 2010".	18
B18-1113	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT SECOND CONGRESSIONAL REVIEW EMERGENCY AMENDMENT ACT OF 2010".	18
B18-1116	"NOT-FOR-PROFIT HOSPITAL CORPORATION PERSONNEL ADMINISTRATION EMERGENCY AMENDMENT ACT OF 2010".	18
B18-1117	"NOT-FOR-PROFIT HOSPITAL CORPORATION PERSONNEL ADMINISTRATION TEMPORARY AMENDMENT ACT OF 2010".	18
PR18-1003	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT EMERGENCY DECLARATION RESOLUTION OF 2010".	18
PR18-1062	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS EUGENE ADAMS CONFIRMATION RESOLUTION OF 2010".	18
PR18-1063	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS LEON SWAIN CONFIRMATION RESOLUTION OF 2010".	18
PR18-1064	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS DAVID GRAGAN CONFIRMATION RESOLUTION OF 2010".	18
PR18-1065	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS ANDREW "CHIP" RICHARDSON CONFIRMATION RESOLUTION OF 2010".	18
PR18-1066	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS	18

	STEPHEN BARON CONFIRMATION RESOLUTION OF 2010".	
PR18-1076	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS ROBIN EVE JASPER CONFIRMATION RESOLUTION OF 2010".	18
PR18-1126	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT CONGRESSIONAL REVIEW EMERGENCY DECLARATION RESOLUTION OF 2010".	18
PR18-1188	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS BARBARA J. HATCHER EMERGENCY APPOINTMENT APPROVAL EMERGENCY DECLARATION RESOLUTION OF 2010".	18
PR18-1189	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS BARBARA J. HATCHER EMERGENCY APPOINTMENT APPROVAL RESOLUTION OF 2010".	18
PR18-1190	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS CHRIS G. GARDINER EMERGENCY APPOINTMENT APPROVAL EMERGENCY DECLARATION RESOLUTION OF 2010".	18
PR18-1191	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS CHRIS G. GARDINER EMERGENCY APPOINTMENT APPROVAL RESOLUTION OF 2010".	18
PR18-1192	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS CLIFFORD E. BARNES EMERGENCY APPOINTMENT APPROVAL EMERGENCY DECLARATION RESOLUTION OF 2010".	18
PR18-1193	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD OF DIRECTORS CLIFFORD E. BARNES EMERGENCY APPOINTMENT APPROVAL RESOLUTION OF 2010".	18
PR18-1231	"NOT-FOR-PROFIT HOSPITAL CORPORATION ESTABLISHMENT SECOND CONGRESSIONAL REVIEW EMERGENCY DECLARATION RESOLUTION OF 2010".	18
PR18-1235	"NOT-FOR-PROFIT HOSPITAL CORPORATION PERSONNEL ADMINISTRATION EMERGENCY DECLARATION RESOLUTION OF 2010".	18
B19-0108	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD EXPANSION EMERGENCY AMENDMENT ACT OF 2011".	19
B19-0109	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD EXPANSION TEMPORARY AMENDMENT ACT OF 2011".	19
PR19-0084	"NOT-FOR-PROFIT HOSPITAL CORPORATION BOARD EXPANSION EMERGENCY DECLARATION RESOLUTION OF 2011".	19

J.7	United Medical Center Summary

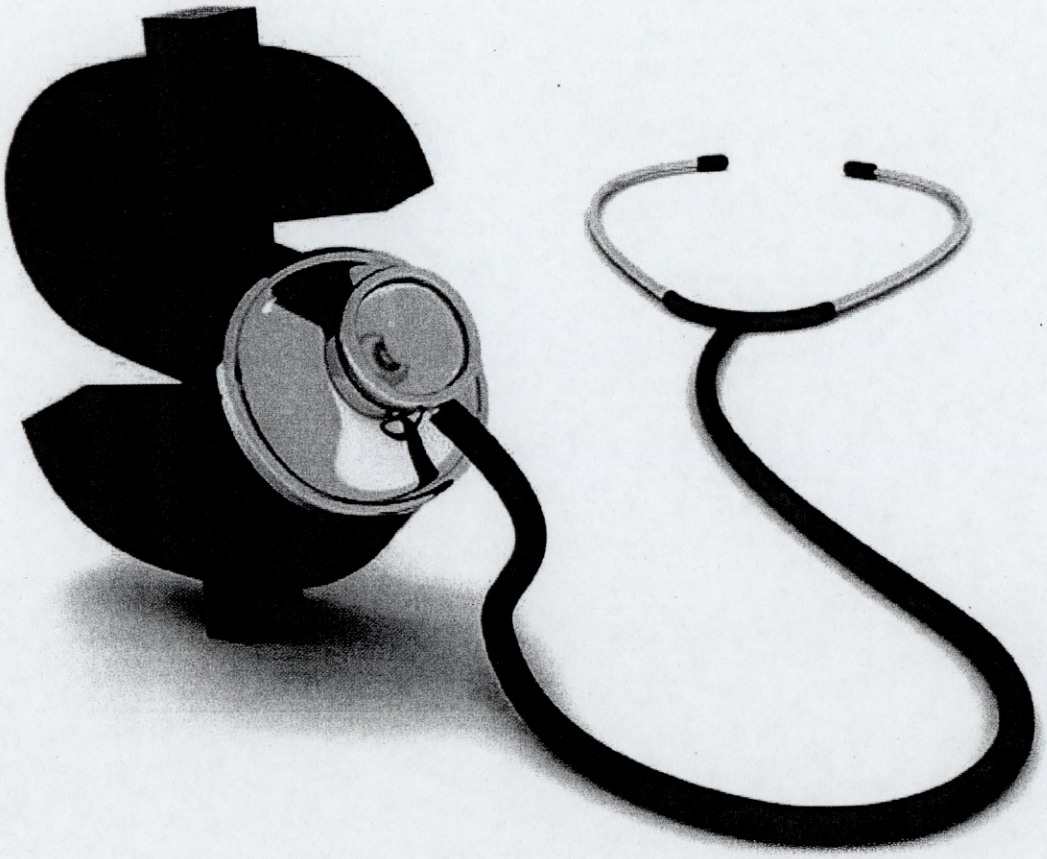
United Medical Center Summary

- Formerly Greater Southeast Community Hospital, this lone hospital east of the Anacostia River was once owned by Envision Hospital Corp., an Arizona company formerly known as Doctors Community Healthcare, since 1999.
- In 2007, after serious financial uncertainty, rounds of bankruptcies, and intense city scrutiny, DC government brokered a deal with Specialty Hospitals of America (SHA) to take ownership of the struggling hospital. The efforts we led in large part by Councilmember David Catania
- The public-private partnership included $79 million of DC tobacco settlement funds to finance the deal and provided a combination of operating and capital loans and grants to SHA to turn around the ailing institution.
- SHA, which at the time operated two SNF/LTAC facilities in the area (Specialty Hospitals Washington – Capitol Hill, and Specialty hospitals of Washington – Hadley), used the funds to support long-overdue capital improvements to the hospital building. It also brought in Quorum Health Resources to manage the hospital.
- SHA's plans included converting the 400 bed hospital into a 180 acute care hospital, a 120 bed SNF, and a 50 bed LTAC. The CON and licensure process lasted approximately a year. The arrangement included a contract between the new SNF and LTAC to purchase services from UMC.
- Soon after the new ownership took effect, the hospital lost accreditation from the Joint Commission for significant deficiencies resulting from prior year's poor management and investment. The new ownership and management firm thus prioritized improving patient care, quality, and other factors, which resulted in reaccreditation the following year.
- City oversight of the public-private partnership was chaired by Peter Nickles, the former Attorney General, and included reps from Council offices, the AG, the Mayor's General Council, DOH, DHCF, and OCFO.
- In late 2008, a dispute between Quorum and SHA emerged resulting in the termination of the contract, and the introduction of a new CEO, Frank DeLisi, and CFO, Derrick Hollings.
- In the fall of 2008, UMC applied for and was awarded $11 million by DOH to construct a pediatric emergency department on the UMC campus. This was done in a partnership with CNMC, which was to operate the facility as a satellite from their Michigan Ave. campus.
- The Council passed emergency legislation in late 2008 to provide a $5.9 million operating grant to UMC to address its ongoing financial shortfalls. DHCF was to administer this grant, which used Healthy DC funds.
- The grant for $5.9 million included support for external management consultants to provide UMC and the city with support in turning around the financial situation of the hospital.
- The selected vendor, Integrated Health Care, found alarming financial situations and plans at UMC, the most notable of which was that SHA, the UMC parent company, had not paid anything for nearly 2 years of purchased services for the SNF and LTAC. SHA contended that this amount was offset by services

provided by SHA to UMC, and so the "due to/due from" was a wash. This amount owed to UMC, which is still contested to this day, is estimated to be anywhere from $2.5 million to $7 million.

- In 2009, DHCF put in two SPAs related hospital payments, one to rebase hospital DRGs, the other to amend the formula for DSH. Both were done to update and refine the current payment methodologies to better reflect care delivery and distribution in DC; UMC was projected to receive increased Medicaid payments as a result of both SPA actions. The DSH SPA has been approved, raising UMC's annual DSH from ~$4 million to $13 million. The DRG SPA has not yet been approved by CMS, but it will be retroactive to April 1, 2010.
- Despite a positive impact on UMC's finances, the possible mismanagement and lack of payment from SHA resulted in the city calling its loan on SHA, and after lack of payment, pursuing a foreclosure on UMC and the associated property.
- On July 7, 2010, DC foreclosed on UMC and assumed control of the facility as an instrumentality of the District, to be overseen by a board of directors appointed by the Mayor and Council. The Mayor appointed his members in July, while the Council did not appoint their members until December
- Frank DeLisi remained as CEO, and retained Derrick Hollings at CFO.
- Leading up to and after the foreclosure, the city held daily oversight calls, weekly in-person meetings with UMC leadership, and monthly oversight meetings with a larger city oversight team.
- As part of the city, the CFO assumed oversight of UMC's finances. During recent Council oversight hearings on UMC in January, there was a discrepancy between the financial status/projections between CFO Natwar Gandhi and UMC leadership. In particular, there is dispute regarding whether or not UMC poses a financial risk to the city and will require additional subsidy, or has it turned the corner and is becoming revenue positive.

J.8	United Medical Center Fiscal Year 2011 Budget



United Medical Center

Fiscal Year 2011 Budget

United Medical Center

Fiscal Year 2011

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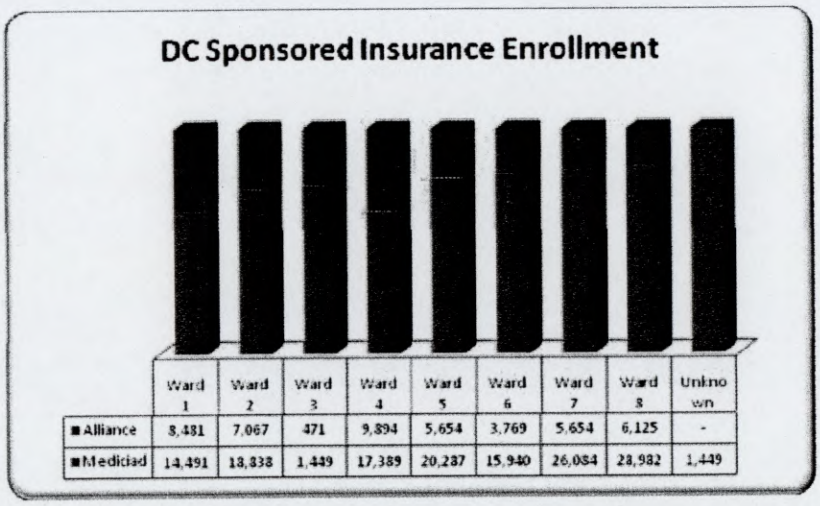
Overview

Healthcare is one of the top social and economic problems facing Americans today. The rising cost of medical care and health insurance is impacting the livelihood of many Americans in one way or another. The inability to pay for necessary medical care is no longer a problem affecting only the uninsured, but is increasingly becoming a problem for those with health insurance as well. In 2009, nearly 50 million Americans did not have health insurance, while another 25 million were underinsured. The amount people pay for health insurance increased 30 percent from 2003 to 2007, while income for the same period of time increased only 3 percent. The total annual premium for a typical family health insurance plan offered by employers was $12,680 in 2008. Healthcare expenditures in the United States exceed $2 trillion a year. Health Care Reform began its historic journey on March 23, 2010. Most Americans would agree that health care reform was needed, but the disagreements were on how a new health care system should be structured and funded.

The District of Columbia has been on the leading edge of providing access to comprehensive, cost effective, and high quality health care services. Medicaid, the State Children's Health Insurance Program (SCHIP), and the DC Healthcare Alliance cover approximately 192,000 residents. The chart below presents an analysis of DC Sponsored Insurance Enrollment by Ward.



	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8	Unknown
Alliance	8,481	7,067	471	9,894	5,654	3,769	5,654	6,125	-
Medicaid	14,491	18,338	1,449	17,389	20,287	15,940	26,084	28,982	1,449

United Medical Center's primary service market includes Wards 7 and 8. These two Wards account for approximately 35% of enrollees in District insurance programs. Two-third of Medicaid beneficiaries and all of the Alliance beneficiaries are enrolled in a managed care plan. The total Medicaid Managed Care enrollment is about 160,000. Chartered Health Plan has about 105,000 enrollees and United Healthcare (UNISON) has the remaining enrollment of 55,000. The new Health Care Reform legislation provided the District options for Federal funding coverage for all low income populations, regardless of age, disability or family status. This change will have implications on the disproportionate share fund and DC Healthcare Alliance program.

The District of Columbia purchased United Medical Center on July 9, 2010. Not-for-Profit Hospital Corporation Establishment Emergency Amendment Act of 2010 legislated rules for employees, governance, funds flow, procurement, regulatory and corporate requirements. This new entity is legally known as the Not-for-Profit Hospital Corporation (NFPHC).

Mission, Vision, and Values

Mission

To be a comprehensive health care organization that cares for the sick and provides quality, cost-competitive services in a financially successful environment while improving the health and well being of our community.

Vision

Our vision is to be the preferred medical center for

- Our patients
- Our physicians
- Our staff
- Our community

Values

Customer Service: Every customer interaction is an opportunity to make a positive difference. Excellent service must be the result of our efforts.

Communications: We expect a clear and open exchange of information that will enhance the understanding of our internal and external customers' needs, wants and expectations.

Ethics, Honesty, and Integrity: We believe in a code of ethics that embodies mutual respect, fairness and truthfulness.

Innovation: We value the willingness and ability of all employees to create the future together. We support and encourage new ideas, approaches and attitudes that result in new and improved services and customer satisfaction.

People: Employees, physicians, volunteers and students will ultimately define our success. We treat one another in a dignified, respectful and courteous manner. We value and are committed to our rich tradition of cultural diversity.

Quality: We strive to provide services that exceed our customers' needs, wants and expectations.

Teamwork: We support an environment that fosters working cooperatively to achieve a common goal.

Strategic Imperatives

UMC has tremendous potential; however, by no means is success guaranteed. UMC's success in large measure will depend upon careful planning, successful relationship building with key stakeholders including the community, legislators, and providers as well as implementation of the following critical strategies.

- Successfully achieving the right balance of medical staff. This requires drawing upon the strengths of current medical staff, as well as developing relationships and partnering with

private, community-based physicians to provide health care to greater numbers of commercially insured District residents.

- The campus requires development. Such as building another medical office building that can be used by physicians to provide outpatient diagnostic care and procedures for their patients.
- Providing the clinical programming and staffing to reflect and meet the expectations of targeted markets, both safety net and private market patients.
- Developing facility accommodations that can meet the needs and expectations of those with "choice" as compared to those whom have been historically uninsured, and without choice.
- Developing unquestionable financial strength, such as an "A-Rated Hospital." This will require UMC to attract private insurance customers in order to provide sufficient operating revenue (i.e., must target revenue generating ambulatory procedures, geriatric services, etc.) to support the continuing viability and growth of UMC.

United Medical Center's primary service area is the District of Columbia's Wards 7, 8, and the surrounding Maryland zip codes - drawing mainly from Prince George's County. In total, Wards 7 and 8 make up approximately 25% of Washington, D.C.'s total population and suffer from the highest unemployment rate in the D.C. metro area. The death rate from heart disease in Ward 7 is 33% above the national average. The death rate from cancer is 34% above the national average, and the death rate from hypertension in Wards 7 and 8 is 701% above national rates. The HIV/AIDS rate in Wards 7 and 8 is dangerously above the national rate of 4.4 per 1000 population. Diabetes rates are more than twice the national average, and the infant mortality rate is more than three times the national average.

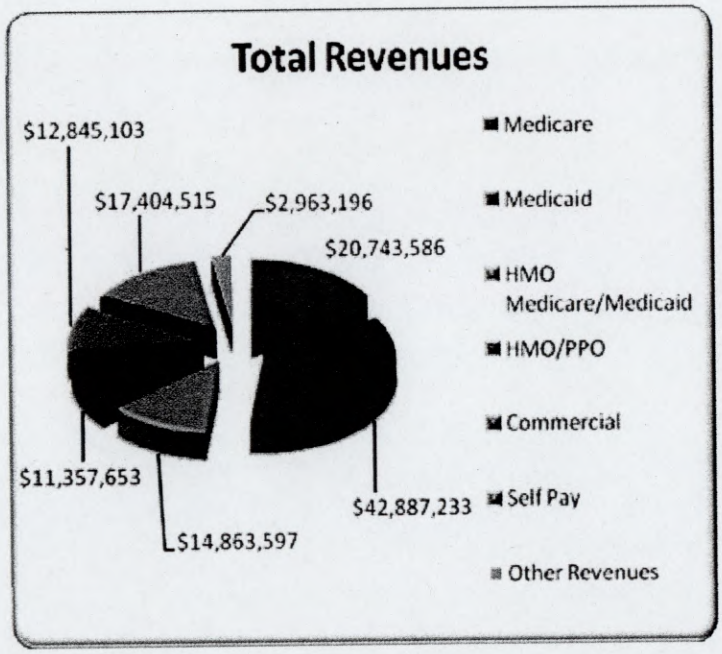
During fiscal year 2011 the Hospital continues its assimilation into the NFPHC. The additional reimbursements plus expansion of programs and services will allow UMC to generate positive cash flows. The 2011 Budget takes another step toward reducing healthcare disparities in our primary service area.

1. **Pediatric Emergency Room** – Children's National Medical Center opened its pediatric emergency room on the campus of United Medical Center. We anticipate serving about 20,000 children per year when this program reaches maturity sometime in the next 18 months.
2. **Skilled Nursing Facility** – A 120-bed skilled nursing facility opened October 1, 2010 on the 6th and 7th floors of the Hospital. This program will house chronically ill, mostly elderly patients and provide long-term nursing care, rehabilitation, and other services. In fiscal year 2011, the United Medical Nursing Center should average about 105 patients per day and generate $10.9 million in revenue – of which $9.7 million is expected from Medicaid.
3. **Obstetrics and Gynecology** – UMC entered into a joint venture agreement with Washington Hospital Center and Unity Health Care that will expand our capability for delivering babies east of the Anacostia River. Currently, we deliver about 400 babies each year. In the 1980s, the Hospital delivered over 2,000 babies annually. This year, we believe our joint venture will add 541 babies to our deliveries total. Eventually, we believe the number of births at UMC could grow to 2,500 annually.

Possible PACE

4. **Primary Care Health Disparities Center** – Howard University Health Services Enterprise (HSE) and United Medical Center are collaborating to establish The ROSE Collaboration (Reaching Out to Serve and Empower People with HIV/AIDS), a comprehensive HIV/AIDS care and treatment program that will serve the District's most disenfranchised, low-income and underserved populations. This collaboration will provide services to more than 600 persons living with HIV/AIDS in the District of Columbia.

United Medical Center 2011 Total Revenues budget is $123.1 million. The largest slice of the pie is Medicaid with $42.9 million. Medicaid revenues includes $13.7 million from the disproportionate share fund, $9.7 million in revenues is expected from our new skilled nursing facility, OB/GYN services will generate $1.9 million in Medicaid revenues, and the remaining $17.6 million is generated from routine inpatient and outpatients services. In addition to revenues received directly from DC Medicaid, we expect Medicaid managed care revenues of $14.9 million through services provided to Chartered Health Plan and United Healthcare subscribers. In total, $57.8 million or 47% of the $123.1 million of Total Revenues is received from Medicaid payment sources. Another $20.7 million or 17% is generated from the government sponsored program known as Medicare. The HMO/PPO revenue of $11.3 million includes workers compensation, Champus, Department of Corrections and other Medicare by-products. Self Pay revenues of $17.4 million are composed primarily of bad debt and charity care. About $1.8 million of the Self Pay revenues represent co-insurance and

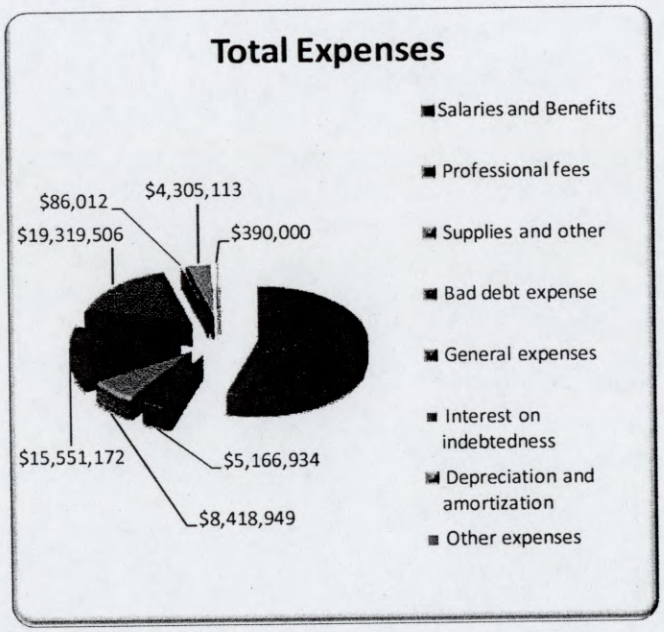


deductibles. The remaining $15.6 million is offset by the provision for bad debt reported in operating expenses. In summary, approximately $89.8 million of the $123.1 million or 73% is generated from government sponsored programs. Historically, the programs sponsored by Medicare and Medicaid reimbursements are less than the cost of providing these services. UMC reimbursements for these programs are about 30% of billed charges.

Total Expenses of $117.7 million includes total operating expenses of $112.9 million and total capital cost of $4.7 million. Salaries and benefits are $64.5 million or 55% of total expenses. The new skilled nursing facility accounts for $6.8 million of the $64.5 million salaries and benefits cost. General expenses of $19.3 million include costs associated with insurance, utilities, rents and leases.

Hospitals generally have a substantial amount of fixed cost. This is a direct result of licensure requirements and associated minimum staffing levels necessary to accommodate uneven flows of patients seeking medical care. Hospital breakeven levels are typically greater than 85% of staffed occupancy capacity. Variable costs are mainly included in the $8.4 million of supplies cost and the marginal costs of treating patients beyond breakeven are normally modest. Bad debt expense of $15.6 million or 13% of total expenses are mostly charity care expenses. Salaries, Supplies and General expenses account for 80% of Total Expenses.

The acute care hospital Total Expenses are $105.8 million and the skilled nursing facility Total Expenses are $11.9 million - combined Total Expenses are $117.7. For Fiscal Year 2011, United Medical Center budgets $123.1 million in Total Revenues and incur $117.7 million in Total Expenses, resulting in net income of $5.4 million or 4.4% total margin.



Operating Budget

A hospital admission starts the revenue cycle process for inpatients. Physician orders are required before an admission can occur. Roughly 2 out of 3 admissions come from patients seeking emergency medical care. Upon admission, these patients are assigned a diagnosis selected from a Diagnostic Related Group table. Diagnostic Related Group (DRG) is a system to classify hospital cases into one of approximately 500 groups, also referred to as DRGs. The DRG drives reimbursement and serves as a proxy for determining expected hospital resource use. DRGs are assigned by a "grouper" program based on International Statistical Classification of Diseases and Related Health Problems (most commonly known by the abbreviation ICD), procedures, age, sex, discharge status, and the presence of complications or comorbidities.

Based on 194 operating beds, UMC projects 1,417 admissions or 26% increase in hospitalized patients over Fiscal Year 2010. Obstetric accounts for 734 of the increased admissions. Nursery admissions account for 541 increased admissions. Combined 1,275 of the 1,417 admissions are associated with our joint venture with Washington Hospital Center and Unity Health Care. The remaining 142 admissions or 3% growth over Fiscal Year 2010 relate to same store growth of base operating volumes. Hospital average patient stay is expected to drop from 5.6 days in 2010 to 5.1 days in 2011. The growth in Obstetrics and Nursery admissions of 1,275 with an average patient stay of 2.9 days is the primary driver for an expected lower patient stay in 2011. The acute inpatient psychiatry average patient stay of 9.0 days is the highest amongst programs offered at the Hospital.

Inpatient Statistics

The following table presents acute admissions trends by services provided

Acute Admissions	2008	2009	2010	2011
Medical/Surgical	5,283	4,941	3,828	4,065
OBGYN	-	-	514	1,248
Nursery	444	401	418	959
Psychiatry	725	815	702	607
Total Acute Admissions	**6,452**	**6,157**	**5,462**	**6,879**

UMC net patient services revenues of $120.1 million depends upon achieving 6,879 inpatient admissions, plus associated ancillary services and therapy treatments ordered by physicians. Revenues also are derived from 106,743 outpatient visits and procedures. These services will generate $300.1 million in gross charges and fees. Reimbursements are based on negotiated payment rates. The gross charges do not reflect what we are actually paid. UMC has entered into agreements with third-party payers, including government programs and managed care health plans, under which the hospital is paid based upon the cost of providing services, predetermined rates per diagnosis, fixed per diem rates or discounts from gross charges. Therefore, reimbursement for nearly every service provided varies based on who is responsible for payment.

The following table presents acute admissions by payment source.

Admissions by Payors	2008	2009	2010	2011
Medicare	1,959	1,768	1,615	1,501
Medicaid	1,773	1,919	1,612	2,497
HMO Medicare/Medicaid	1,187	1,145	1,138	1,615
HMO/PPO	1,108	967	722	830
Commercial	247	264	240	288
Self Pay	178	94	135	149
Total Admissions	**6,452**	**6,157**	**5,462**	**6,879**

UMC receives a significant portion of its revenues from government health programs, principally Medicare and Medicaid, which are highly regulated and subject to frequent and substantial changes. Legislative changes have resulted in limitations and even reductions in levels of payments to UMC for certain services under these government programs. Unreimbursed costs are shifted to private insurance and results in reimbursement being higher for substantially the same services provided to government program participants. UMC generates about 14% of its revenues from private insurance carriers. Therefore, the opportunity for cost shifting is at best modest.

Outpatient Statistics

The emergency room accounts for about 2 out of 3 hospital admissions. Children's National Medical Center opened its pediatric emergency room on the campus of United Medical Center. We anticipate roughly 5,000 of the 42,564 visits in Fiscal Year 2010 will be seen at the new pediatric emergency room. In the future, the UMC emergency room will treat only adults seeking medical care. Even with this change, we anticipate current year growth will more than offset pediatric volumes transfers to Children's. Clinic visits are expected to grow 8,192 over Fiscal Year 2010. Growth in services provided to Children's National Medical Center, skilled nursing facility and expansion of our primary care health disparities center will drive increases in outpatient activities. UMC is optimistic that marketing of our new radiology group will spur growth in radiologic outpatient procedures.

The following table presents the trend of key outpatient statistics.

Outpatient Statistics	2008	2009	2010	2011
Emergency room	35,382	39,759	42,564	42,893
Clinics visits	46,153	55,611	54,787	62,979
Day surgery	864	740	792	871
Total Outpatient Visits	**82,399**	**89,864**	**98,143**	**106,743**

Net Revenues and Bad Debt

UMC does not pursue collection of amounts related to patients who meet the Hospital's guidelines to qualify for charity care; therefore, they are not reported in revenues. Instead, these costs are reported as part of our cost of doing business. UMC policy is to provide discounts to uninsured patients who do not qualify for Medicaid or our charity care program. These discounts are similar to those provided to healthcare insurance plans.

The following table presents trends in net revenues and related bad debt expense.

Net Revenue and Bad Debt (in thousands)	2008	2009	2010	2011
Net revenues	80,556	91,532	95,835	120,102
Bad debt expense	10,715	12,869	13,827	15,551
Bad debt as % of net revenues	13.3%	14.1%	14.4%	12.9%

The 2011 net revenues will increase $24.3 million over the $95.8 million projected in 2010. About half of this increase or $11.0 million can be traced to our 120-bed skilled nursing facility. The OB/GYN joint venture accounts for roughly $4.0 million of increased revenues. We entered into new contracts with our major Medicaid Managed Care insurers. These contracts will increase revenues $2.5 million. Volume increases for admissions, patient days, clinic and emergency room visits account for another $3.2 million of increased revenues. The District of Columbia Medicaid Disproportionate Share Hospital (DSH) program provides funding to subsidize certain hospitals for the unreimbursed costs they incur treating uninsured and Medicaid patients. About $3.6 million of the $24.3 million increase can be traced directly to the DSH. Under Health Care Reform, the DHS program is a funding source for the under insured and uninsured who qualify for subsidies. These funding reductions in Medicaid DSH payments are based on the expectation that expansions in insurance coverage will lead to reductions in uncompensated care. However, even in a reformed health care environment, DSH payments will still be necessary to support care for those who remain uninsured. The change in bad debt percentage of net revenue from 14.4% in 2010 to 12.9% in 2011 is due to increased revenues for DSH and SNF. DSH has no bad debt associated with its revenues. SNF has a very modest bad debt factor. UMC's charity care and bad debt experience remains unchanged.

Payment Sources	2008	2009	2010	2011
Medicare	30%	29%	33%	33%
Medicaid	27%	31%	26%	26%
Health Alliance	18%	19%	19%	18%
Managed Care	17%	16%	14%	15%
Commercial	4%	4%	6%	5%
Self Pay	3%	2%	2%	2%
Total Payors Mixture	**100%**	**100%**	**100%**	**100%**

Salaries and Benefits

Full Time Equivalents (FTEs) per adjusted occupied bed is an efficiency ratio used to measure productivity. This key ratio creates equivalent inpatient units from outpatient activity. It measures the number of full time equivalents used to staff your equivalent average daily census. Lower numbers suggest higher productivity. The average annual salary of $65,585 includes a 3% provision for employee raises. Salary and benefits increased $9.8 million over the 2010 $54.7 million. The skilled nursing facility accounts for $6.8 million of the $9.8 million increase. Employee raises account for $1.6 million. Our expanded Obstetric and Nursery program is responsible for $1.0 million.

The following table presents the workforce trend and related compensation.

Salaries and Benefits	2008	2009	2010	2011
FTEs per adjusted occupied bed	3.67	4.90	3.72	3.67
SNF FTE	-	-	-	106
OB FTE	-	-	32	40

Salaries and Benefits	2008	2009	2010	2011
Total general paid FTEs	689	697	678	782
Hospital average annual salary	58,487	60,767	63,671	65,585
SNF average annual salary	-	-	-	52,139
Total average annual salary	58,487	60,767	63,671	60,411
Salaries and benefits	53,997,000	56,019,000	54,697,517	64,511,129
Fringe benefits %	23.1%	23.3%	23.1%	23.1%

Employee group health insurance rates are expected to increase 2.51% and group life and disability coverage about 22%. The employer-employee splits of health insurance premiums will remain the same for this budget year. Vacation and Holidays pay practices will remain unchanged. The 401(k) program is being replaced with 401(a) and 457(b) retirement programs. It is expected the cost of these programs to the Hospital and employees will not change from the levels of Fiscal Year 2010.

Professional Fees

The Professional Fees table presents costs associated with contracted labor. The physician costs are for around the clock daily coverage of hospital services. Professional fees include costs for coverage of hospital services such as the emergency room, radiology, and for physicians serving as medical directors of various hospital programs and services. We are in the process of redesigning physician coverage arrangements. At this time, we are not far enough along in the process to include proposed changes in the 2011 budget.

Professional fees (in thousands)	2008	2009	2010	2011
Professional fees	4,597	5,183	4,924	5,167
Contract labor	4,750	3,645	1,585	1,729

The Washington Hospital Center (WHC) joint venture with UMC in obstetrics impacts costs budgeted in professional fees for coverage. WHC will provide 24 hour - 7 day week coverage of UMCs obstetrics program. The professional fees reimbursement associated with this service will be retained by WHC. UMC will retain all Hospital reimbursements for births at our facility. The professional fee cost associated with this arrangement is expected to be about what was paid in Fiscal Year 2010. Final details relating to changing of our outsourced radiology group are being worked out. Therefore, our budget for this service is roughly $1.8 million or about the same as last fiscal year.

General Expenses

The General Expenses table represents general expenses. Purchased services has been zero based budgeted. Our intent was to eliminate non-recurring and boutique styled items. The skilled nursing facility accounts for $3.6 million of the increase over FY 2010. The OB/GYN

program will add about $800 thousand per year to our malpractice insurance expense. An inflation factor of about 2.5% has been added to reflect the growing costs of doing business.

General Expenses (in thousands)	2008	2009	2010	2011
Purchased services	8,939	7,477	7,269	9,525
Repairs and maintenance	1,371	1,095	438	421
Insurance	1,406	1,400	1,276	3,676
Utilities	3,007	2,909	2,852	2,994
Rents and leases	980	1,086	1,097	1,009
Others	2,541	1,838	1,176	1,694
Total	**18,244**	**15,804**	**14,107**	**19,319**

Perhaps the most significant change in general expenses relates to our investment in customer service programs, marketing collaterals for our clinical programs, web site and community outreach initiatives. Included in the Fiscal Year 2011 budget is roughly $1.4 million for these initiatives. Expenditures will be made after sufficient revenues are generated to cover our mission critical services.

Supplies and Other

The following Supplies and Others table presents costs for medical-surgical supplies, drugs and other costs such as office, janitorial and food service supplies. We see tremendous opportunity to reduce medical and surgical cost through greater participation in group purchasing organizations. In previous years, we have been able to absorb inflationary costs. The goal this year is to hold supply cost increases to inflation. In Fiscal Year 2010, we paid sales taxes of about $1.0 million and supplies and other expenses cost more because of our low credit standing. Fiscal Year 2011 will be a year of assimilation into District procurement processes and practices. We expect this transition to result in lower supply cost. Because of the numerous moving parts during this early development stage of UMC, we will not budget expected savings.

Supplies and Others (in thousands)	2008	2009	2010	2011
Medical Surgical and Other Supplies	6,712	6,254	5,551	6,167
Pharmaceuticals	1,774	2,425	2,316	2,252
Total	**8,486**	**8,679**	**7,867**	**8,419**

Skilled Nursing Facility

United Medical Nursing Center (UMNC) is a 120-bed skilled nursing facility. As a distinct part of the Hospital, our skilled nursing facility provides short or long-term medical and residential care, 24 hours a day. UMNC is an ideal living place both for residents needing long-term nursing care and those needing just a little more time to recover from a hospital procedure under closer medical supervision before returning home. Located on the 6th and 7th floors of the

Hospital, our residents receive a full range of services from a team of skilled healthcare professionals, all of whom are dedicated to enhancing each person's quality of life.

The skilled nursing facility opened on October 1, 2010. Department of Health Care Finance Agency (DHCF) approved a reimbursement rate of $283.55 per day for patients sponsored by Medicaid insurance. United Medical Center and United Medical Nursing Center entered into a Purchased Services Agreement (PSA) for about $3.6 million in support and clinical services to be purchased from the Hospital. These services include laboratory, radiology, plant operations, utilities, dietary, housekeeping, and liability insurance coverage. The allowable cost (reimbursable costs) under the PSA as defined by DHCF is $3.1 million. Therefore, UMNC costs in the 2011 Budget exceed the DHCF allowable costs by $500 thousand. The $500 thousand excess costs account for nearly 60% of the SNF 2011 budget loss of $904 thousand. Our budget payor mix assumption is 93% Medicaid and 7% Medicare patients. This is a very important service for the Hospital and District residents. By the end of Fiscal Year 2011, the skilled nursing facility will have a monthly average daily census run rate of 114 patients or 95% occupancy.

Capital Expenditure Budget

The market potential of United Medical Center is significant. We are the only acute care hospital east of the Anacostia River. However, we manage to secure only 17% of Medicare inpatients from our primary service area. Studies have attributed this low market share directly to the chronic deficiencies associated with the facility, namely an aged physical plant with deteriorating conditions, lack of physician specialties, and a lack of treatment and diagnostic tools. The community has seen dramatic improvements over the past several years.

United Medical Center has undergone significant improvements, including over $30 million in building and equipment upgrades. The investments made by the District have provided UMC's staff the ability to effectively diagnose and treat District patients. These investments include the first Magnetic Resonance Imaging (MRI) machine located in Ward 8, a new Cardiac Catheterization Laboratory, new CT scanners, new Gamma cameras, new dialysis machines and respirators. Along with equipment upgrades, UMC has also undergone several critical building infrastructure improvements. These include a new energy efficient exterior, a new roof and new chillers and boilers. Capital improvements not only help enhance the patient experience, but also dramatically increase the quality of care offered at UMC. In addition to build and equipment upgrades, UMC has expanded services over the last two years. These service expansions include increasing the amount of beds available for acute care, expanding the primary care clinic to include medical and surgical specialists, expansions in wound care and the skilled nursing facility. UMC was also awarded $11 million by the District of Columbia for capital costs associated with building a new pediatric emergency room operated by Children's National Medical Center. This new facility opened in September 2010. The first dedicated pediatric emergency department located east of the Anacostia River will ensure that Wards 7 and 8 residents can receive quality care in their community.

Fiscal Year 2011 Capital Expenditure Budget features the replacement of bed side monitoring systems. Most of the past capital expenditure investments have been in major diagnostic equipment such as MRI, CT-Scanners, and Hyperbaric Chambers.. Some of the monitoring equipment targeted for replacement is close to 20 years old. The purchase of this equipment will have a profound impact on enhancing nursing care. The development of digital signal processing (DSP) technology and medical monitors has evolved enormously. All of the models

to be purchased are digital, which also has the advantages of miniaturization and portability. This new equipment gives UMC caregivers the capability of multi-parameter monitors to track many different vital signs at once (Dashboard). For example, these parameters will consist of pulse oximetry, ECG (electrocardiograph - waves of the heart rhythm), blood pressure, body temperature through an adhesive pad, capnography (CO_2 measurements), and respiration (through a thoracic transducer belt). Besides the tracking of physiological parameters, these digital medical monitors generate automated numeric readouts of the peak and/or average parameters displayed on the screen. High/low alarm levels can be set to alert staff when a parameter exceeds or falls below the level limits.

This equipment will be connected to our network and allow output will be sent to the central monitoring station, where a single staff member can observe and respond to several bedside monitors simultaneously. The digital monitoring systems will integrate the physiological data from the patient monitoring networks into the emerging UMC electronic health record and digital charting systems. This newer method of charting patient data reduces the likelihood of human documentation error and will eventually reduce overall paper consumption. In addition, our automated ECG interpretation will incorporate diagnostic codes automatically into the charts. Medical monitors' embedded software can take care of the data coding according to these standards and send messages to the medical records application, which decodes them and incorporates the data into the proper fields.

This capital plan will be financed through cash generated from operations. The following table presents a detailed accounting of United Medical Center's Fiscal Year 2011 Capital Expenditures Plan.

Item Number	Descriptions	Service	Priority	Category	2011
1	Neonatal Intensive Care Unit - Monitoring Solution	Women's Health	1	Patient Care	$ 86,300
2	Nursery Monitoring Solution	Nursery	1	Patient Care	47,700
3	Renovation of Radiology Reading Room	Radiology	1	Patient Care	10,000
4	Radiology Fusion Voice Recognition Dictation System	Information Technology	1	Patient Care	150,000
5	Toshiba CT Scanner Tube	Radiology	1	Patient Care	80,000
6	Tissue Processor Embedding System	Laboratory	1	Patient Care	49,000
7	Dietary Oven	Dietary	1	Patient Care	12,000
8	Dietary Freezer	Dietary	1	Patient Care	8,000
9	I-STAT Equipment	Laboratory	1	Patient Care	56,000
10	Clinic – Equipment	HIV	1	Patient Care	75,000
11	Nurse Call System	Nursing	1	Patient Care	50,000
12	Pulse Oximetry Equipment	Women's Health	1	Patient Care	30,000
13	Autoclave	OR	1	Patient Care	78,000

Item Number	Descriptions	Service	Priority	Category	2011
14	Bronchoscope	OR	1	Patient Care	25,700
15	Wall Mounted Thermometer/Dynamps	8 West	1	Patient Care	20,000
16	Hoyer Lift	8 West	1	Patient Care	7,000
17	ICU Monitors	ICU	1	Patient Care	140,000
18	ICU Entrance Video Monitoring	ICU	1	Patient Care	30,000
19	Monitoring Equipment	PSYCH	1	Patient Care	20,000
20	Unit Modification & Upgrade	PSYCH	1	Patient Care	100,000
21	Pharmacy 797 Code Compliance	PSYCH	1	Patient Care	75,000
22	Pill Packager Machine	RX	1	Patient Care	12,000
23	Bili Check Transcutaneous Noninvasive Bilirubin Equipment	Women's Health	1	Patient Care	34,500
24	Pander Bed Warmer	Nursery	2	Patient Care	82,500
25	Giraffe Omnibed	Women's Health	2	Patient Care	169,500
26	Universal Extractor	OR	2	Patient Care	12,000
27	Harmonic Scalpel	OR	2	Patient Care	30,000
28	Olympus Endoscopy System	OR	2	Patient Care	62,700
29	Transport Monitors with B/P	8 East	2	Patient Care	10,000
30	Suction Gauges Dynamps	8 East	2	Patient Care	8,000
31	Wheelchairs/Geri Chairs	8 West	2	Patient Care	4,000
32	Vigilance Cardiac Output Measuring Equipment	ICU	2	Patient Care	44,400
33	I-STAT Equipment	ICU	2	Patient Care	18,000
34	Nanomaxx Sanosite	ICU	2	Patient Care	34,000
35	Lexicom Resource	RX	2	Patient Care	9,400
36	Roof Replacement	Facilities	1	Life Safety	50,000
37	Overhaul Chiller #1	Facilities	1	Life Safety	75,000
38	Repair of ICU walls	Facilities	1	Life Safety	200,000
39	Electrical System Upgrade	Facilities	1	Life Safety	60,000
40	OR Air Handler Unit	Facilities	1	Life Safety	200,000
41	Deareator	Facilities	1	Life Safety	250,000
42	Fire Protection Penetration Patch	Facilities	1	Life Safety	80,000
43	Repair/Replace Fire Doors	Facilities	1	Life Safety	50,000
44	Phillips Heart Start MRX Defibrillator	ER	1	Life Safety	50,000
45	Phillips Patient Cardiac Monitoring System	ER	1	Life Safety	250,000

Item Number	Descriptions	Service	Priority	Category	2011
46	Management Monitoring Central Station Network	ER	1	Life Safety	108,000
47	Sure Sign Vital Sign Equipment	ER	1	Life Safety	15,000
48	Omni cell	8 West	1	Life Safety	15,000
49	Med-Dispense Cabinets	RX - 5th Floor	1	Life Safety	60,000
50	Upgrade Med-Dispense Cabinets	RX - 4th Floor	1	Life Safety	40,000
51	Code Alarm Communication System	OR	2	Life Safety	20,000
52	Computer and Peripherals	Information Technology	1	IT	175,000
53	Empower/Meditech Interface	Information Technology	1	IT	80,000
54	Network and Infrastructure	Information Technology	1	IT	100,000
55	Public Address System	Information Technology	2	IT	250,000
56	Grounds and Landscaping	Facilities	2	Facilities	150,000
57	Upgrade Security Solution	PSYCH	2	Facilities	60,000
58	Contingency Reserve			Reserve	567,300
	2011 Capital Budget				**$ 4,586,000**
	Category Summary				
	Patient Care				1,680,700
	Life Safety				1,523,000
	Information Technology				605,000
	Facilities				210,000
	Reserve Fund				567,300
	2011 Capital Budget				**$ 4,586,000**
	Priority Summary				
	Priority 1				$ 3,054,200
	Priority 2				964,500
	Reserve Fund				567,300
	2011 Capital Budget				**$ 4,586,000**

Preamble to Financial Statements

The following Consolidated Balance Sheet, Consolidated Statement of Operations, Consolidated Statement of Cash Flows and related statistics present the United Medical Center actual for Calendar Years 2008 and 2009. Information for Fiscal Year 2010 is presented on a proforma basis and includes the monthly periods January 1, 2010 through December 31, 2010. Fiscal Year 2010 was projected using 8 months actual and 4 months forecast. The fiscal year for 2011 Budget is October 1, 2010 through September 30, 2011. For comparative purposes all of the years presented include full 12 month periods.

United Medical Center
Consolidated Balance Sheet

ASSETS	2008	2009	2010	2011
Ratios:				
Current ratio	1.2	0.6	1.1	1.4
Acid ratio	0.0	0.0	0.2	0.5
Days cash on hand	1.4	3.1	14.2	30.2
Days in account receivable	69.1	60.5	47.9	40.6
Current Assets:				
Cash and equivalents	317	741	3,181	8,069
Accounts receivable	15,252	13,612	11,257	11,831
Restricted cash	-	22	54	-
Inventories	1,212	977	1,050	1,729
Other assets	4,354	2,402	5,106	1,502
Total Current Assets	**21,135**	**17,754**	**20,648**	**23,132**
Long Term Assets:				
Property and equipment,net	18,922	21,673	90,342	90,623
Other non-current assets	-	-	-	-
Total Long Term Assets	**18,922**	**21,673**	**90,342**	90,623
Total Assets	**40,057**	**39,427**	**110,990**	**113,755**
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Trade payables	9,798	15,972	10,220	6,776
Accrued liabilities	5,720	10,681	8,700	6,864
Current maturities	1,337	1,808	-	-
District contingency fund	-		-	3,000
Net estimated third parties settlements	-	2,495	-	-
Other liabilities	281	530	-	-
Total Current Liabilities	**17,136**	**31,486**	**18,920**	**16,641**
Long Term Liabilities:				
Deferred grant revenue	25,190	25,849	-	-
Other liabilities	12,275	15,264	-	-
Net estimated third parties settlements	2,989	-	1,385	1,113
Notes payable	103	103	-	-
Total Long Term Liabilities	**40,557**	**41,216**	**1,385**	**1,113**
Net Assets:				
Restricted	-		-	-
Unrestricted	(17,636)	(33,275)	90,685	96,001
Net Assets	**(17,636)**	**(33,275)**	**90,685**	**96,001**
Total Liabilities and Net Assets	**40,057**	**39,427**	**110,990**	**113,755**

United Medical Center
Consolidated Statement of Operations

	2008	2009	2010	2011
Capacity and Utilization:				
Beds in service	184	184	194	314
Percent of capacity	53%	52%	44%	63%
Acute average patient stay	5.5	5.6	5.6	5.1
Total admissions	6,452	6,157	5,462	7,064
Acute admissions per day	17.7	16.9	15.0	18.8
Average daily census	97	95	85	198
Acute patient days	35,449	34,781	30,855	35,305
Emergency room visits	35,382	39,759	42,564	42,893
Full time equivalents	705	704	678	782
Acute FTEs per adjusted occupied bed	4.2	4.2	3.7	3.7
Operating margin	-11.3%	-11.4%	8.2%	8.2%
Total margin	-16.4%	-17.6%	5.2%	4.3%
Revenues:				
Net patient service revenue	80,556	82,164	85,749	106,352
Disproportionate share receipts	4,968	4,968	10,086	13,750
Safety net care grant	-	-	5,900	-
Other revenue	727	1,581	2,259	2,963
Total Revenue	**86,251**	**88,713**	**103,994**	**123,065**
Operating Expenses:				
Salaries and wages	53,997	56,019	54,698	64,511
Professional fees	4,597	5,349	4,924	5,167
Supplies and other	8,486	9,025	7,867	8,419
Bad debt expense	10,715	12,869	13,827	15,551
General expenses	18,244	15,561	14,107	19,320
Total Operating Expenses	**96,039**	**98,823**	**95,423**	**112,968**
Operating Income	**(9,788)**	**(10,110)**	**8,571**	**10,097**
Capital Cost:				
Interest on indebtedness	789	1,688	86	86
Depreciation and amortization	1,318	1,597	1,980	4,305
Other expenses	2,244	2,244	1,146	390
Total Capital Cost	**4,351**	**5,529**	**3,212**	**4,781**
Net Income (Loss)	**(14,139)**	**(15,639)**	**5,360**	**5,316**

United Medical Center
Consolidated Statement of Cash Flows

	2009	2010	2011
Cash flows from operations:			
Receipts from operations	79,615	83,518	109,443
Receipts from District of Columbia	-	5,900	-
Paid to employees	(51,060)	(56,679)	(66,347)
Paid to suppliers	(27,507)	(40,009)	(36,590)
Net interest (paid) received	(1,555)	(86)	(86)
Net cash provided (used) by operating activities	**(507)**	**(7,355)**	**6,420**
Cash flows from investing:			
Payments for equipment	(4,348)	(70,649)	(4,586)
Changes in investments	(22)	(32)	54
Changes in restricted assets		-	-
Net cash used in investing activities	**(4,370)**	**(70,681)**	**(4,532)**
Cash flows from financing:			
Proceeds (payments) - deferred grants	1,632	(38,124)	-
Additions (payments) - other long term liab	3,669	118,600	-
Additions (payments) - payor settlements	-	-	-
District Contingency Fund	-	-	3,000
Fair market value of assets acquired	-	-	-
Capital lease financing	-	-	-
Net changes in financing activities	**5,301**	**80,476**	**3,000**
Net change in cash during period	**424**	**2,440**	**4,888**
Cash and equivalents - beginning period	**317**	**741**	**3,181**
Cash and equivalents - ending period	**741**	**3,181**	**8,069**

United Medical Center
Consolidating Statement of Operations

	Hospital	OB	SNF	Total
Capacity and Utilization:				
Beds in service	155	39	120	314
Acute average patient stay	6.2	2.9	200.0	10.2
Total admissions	4,672	2,207	185	7,064
Acute admissions per day	12.8	6.0	0.5	19.4
Average daily census	79	18	102	198
Patient days	28,826	6,479	37,093	72,399
Emergency room visits	42,893	-	-	42,893
Full time equivalents	626	40	106	772
Operating Margin	10.2%	-1.9%	-3.4%	8.2%
Total Margin	6.1%	-1.9%	-8.2%	4.3%
Revenues:				
Net patient service revenue	87,092	8,228	11,032	106,352
Disproportionate share receipts	13,750	-	-	13,750
Safety net care grant	-	-	-	-
Other revenue	2,909	-	54	2,963
Total Revenue	**103,751**	**8,228**	**11,086**	**123,065**
Operating Expenses:				
Salaries and wages	53,085	4,649	6,777	64,511
Professional fees	2,874	2,293	-	5,167
Supplies and other	7,151	225	1,043	8,419
Bad debt expense	15,551	-	-	15,551
General expenses	14,462	1,219	3,639	19,320
Total Operating Expenses	**93,122**	**8,386**	**11,459**	**112,968**
Operating Income	**10,629**	**(158)**	**(374)**	**10,097**
Capital Cost:				
Interest on indebtedness	86	-	-	86
Depreciation and amortization	4,165	-	140	4,305
Other expenses	-	-	390	390
Total Capital Cost	**4,251**	**-**	**530**	**4,781**
Net Income (Loss)	**6,378**	**(158)**	**(904)**	**5,316**

United Medical Center
Inpatient Volume

	2008	2009	2010	2011
Admissions				
Medical/Surgical	5,283	4,941	3,828	4,065
OBGYN	-		514	1,248
Nursery	444	401	418	959
Psychiatry	725	815	702	607
Total Acute Admissions	**6,452**	**6,157**	**5,462**	**6,879**
Acute Patient Days by Service				
Medical/Surgical	28,502	26,753	22,099	23,349
OBGYN	-	-	1,555	3,795
Nursery	1,385	1,128	1,172	2,684
Psychiatry	5,562	6,900	6,027	5,477
Total Acute Patient Days	**35,449**	**34,781**	**30,853**	**35,305**
Acute ALOS by Service				
Medical/Surgical	5.4	5.4	5.8	5.7
OBGYN	-	-	3.0	3.0
Nursery	3.1	2.8	2.8	2.8
Psychiatry	7.7	8.5	8.6	9.0
Total Acute ALOS	**5.5**	**5.6**	**5.6**	**5.1**
Admissions by Payors				
Medicare	1,772	1,768	1,615	1,501
Medicaid	1,339	1,919	1,612	2,497
HMO Medicare/Medicaid	818	1,145	1,138	1,615
HMO/PPO	1,060	967	722	830
Commercial	211	264	240	288
Self Pay	83	94	135	149
Total Admissions	**5,283**	**6,157**	**5,462**	**6,879**
Patient Days by Payors				
Medicare	13,471	11,506	10,419	10,165
Medicaid	10,368	12,278	10,624	10,675
HMO Medicare/Medicaid	4,277	4,334	4,091	7,861
HMO/PPO	4,876	4,840	3,474	4,191
Commercial	1,512	1,311	470	581
Self Pay	945	512	1,773	1,833
Total Patient Days	**35,449**	**34,781**	**30,853**	**35,305**
ALOS by Payors				
Medicare	7.6	6.5	6.5	6.8
Medicaid	7.7	6.4	6.6	4.3
HMO Medicare/Medicaid	5.2	3.8	3.6	4.9
HMO/PPO	4.6	5.0	4.8	5.1
Commercial	7.2	5.0	2.0	2.0
Self Pay	11.4	5.4	13.2	12.3
Total ALOS	**6.7**	**5.6**	**5.6**	**5.1**

United Medical Center
Inpatient Payor Mix

	2008	2009	2010	2011
Total Acute Admissions Payor Mix				
Medicare	34%	29%	30%	22%
Medicaid	25%	31%	30%	36%
HMO Medicare/Medicaid	15%	19%	21%	23%
HMO/PPO	20%	16%	13%	12%
Commercial	4%	4%	4%	4%
Self Pay	2%	2%	2%	2%
Total Admissions	100%	100%	100%	100%
Total Acute Patient Days Payor Mix				
Medicare	38%	33%	34%	29%
Medicaid	29%	35%	34%	30%
HMO Medicare/Medicaid	12%	12%	13%	22%
HMO/PPO	14%	14%	11%	12%
Commercial	4%	4%	2%	2%
Self Pay	3%	1%	6%	5%
Total Patient Days	100%	100%	100%	100%
Med/Surg Admissions Payor Mix				
Medicare	33%	37%	33%	33%
Medicaid	29%	29%	26%	26%
HMO Medicare/Medicaid	15%	12%	18%	18%
HMO/PPO	19%	16%	15%	15%
Commercial	3%	4%	5%	5%
Self Pay	1%	1%	2%	2%
Total - Medical/Surgical Admissions	100%	100%	100%	100%
Med/Surg Patient Days Payor Mix				
Medicare	40%	37%	38%	38%
Medicaid	29%	29%	28%	28%
HMO Medicare/Medicaid	10%	12%	13%	13%
HMO/PPO	19%	16%	13%	13%
Commercial	1%	4%	7%	7%
Self Pay	1%	1%	1%	1%
Total - Medical/Surgical Patient Days	100%	100%	100%	100%
Psychiatry Admissions Payor Mix				
Medicare	24%	23%	25%	25%
Medicaid	61%	60%	60%	60%
HMO Medicare/Medicaid	4%	9%	8%	8%
HMO/PPO	1%	3%	4%	4%
Commercial	6%	3%	1%	1%
Self Pay	3%	3%	3%	3%
Total - Psychiatry Admissions	100%	100%	100%	100%
Psychiatry Patient Days Payor Mix				
Medicare	27%	26%	25%	25%
Medicaid	57%	58%	64%	64%
HMO Medicare/Medicaid	7%	6%	5%	5%
HMO/PPO	3%	5%	3%	3%
Commercial	5%	4%	1%	1%
Self Pay	2%	2%	2%	2%
Total - Psychiatry Patient Days	100%	100%	100%	100%

United Medical Center
Outpatient Payor Mix

	2008	2009	2010	2011
Outpatient Statistics				
Emergency room	35,382	39,759	42,564	42,893
Clinics visits	46,153	55,611	54,787	62,979
Radiology visits	-	-	-	-
Day surgery	864	740	792	871
Total Outpatient Visits	**82,399**	**96,110**	**98,143**	**106,743**
Emergency Room Payor Mix				
Medicare	12%	11%	11%	11%
Medicaid	17%	16%	17%	17%
HMO Medicare/Medicaid	24%	25%	26%	25%
HMO/PPO	23%	24%	21%	23%
Self Pay	18%	18%	19%	18%
Commercial	6%	6%	6%	5%
Total Emergency Room	**100%**	**100%**	**100%**	**100%**
OB/GYN Payor Mix - Admissions				
Medicare	0%	0%	0%	0%
Medicaid	6%	6%	10%	17%
HMO Medicare/Medicaid	78%	72%	71%	65%
HMO/PPO	10%	14%	13%	12%
Commercial	6%	6%	5%	5%
Self Pay	0%	2%	1%	0%
Total OB/GYN	**100%**	**100%**	**100%**	**100%**
Referred Outpatient Payor Mix				
Medicare	10%	9%	8%	7%
Medicaid	12%	13%	11%	13%
HMO Medicare/Medicaid	55%	53%	52%	50%
HMO/PPO	20%	24%	26%	27%
Commercial	3%	1%	3%	3%
Self Pay	0%	0%	0%	0%
Total Referred Outpatient	**100%**	**100%**	**100%**	**100%**
SNF Payor Mix - Patient Days				
Medicare	0%	0%	0%	8%
Medicaid	0%	0%	0%	92%
HMO Medicare/Medicaid	0%	0%	0%	0%
HMO/PPO	0%	0%	0%	0%
Commercial	0%	0%	0%	0%
Self Pay	0%	0%	0%	0%
Toal SNF	**0%**	**0%**	**0%**	**100%**
Other Statistics				
Admissions per day	17.7	16.9	15.0	18.8
Emergency room visits per day	96.9	108.9	116.6	117.5
Day Surgery per day	2.4	2.0	2.2	2.4
Medicare case mix index	1.25	1.25	1.49	1.55
Medicaid case mix index	1.23	1.26	1.21	0.94
Gross inpatient revenue per admission	$ 21,806	$ 22,974	$ 23,740	$29,822

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J.9	UMC Financial Statements November 30, 2010

UMC

UNITED
MEDICAL CENTER

Not-For-Profit Hospital Corporation

Financial Statements

November 30, 2010

UNITED MEDICAL CENTER
FINANCIAL STATEMENTS

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United Medical Center

Consolidated Statement of Operations

For the two month period ending November 30, 2010

Dollars in Thousands

Month of November				Year-To-Date		
Actual	Budget	FY 10		Actual	Budget	FY 10
			Statistics:			
457	461	524	Admissions	971	1,010	1,057
4,407	5,029	2,912	Patient Days	8,755	9,928	5,757
9.6	10.9	5.6	Average patient stay	9.0	9.8	5.4
3,398	3,303	3,234	ER visits	6,826	6,601	7,065
724	777	700	Full Time Equivalents	723	763	698
4.0	4.0	3.8	FTE per Adjusted Occupied Bed:	4.1	4.0	3.9
			Revenues:			
$ 10,631	$ 11,612	$ 11,714	Inpatient Revenue	$ 21,362	$ 23,530	$ 22,742
11,883	11,795	10,238	Outpatient Revenue	22,786	23,636	19,959
22,514	23,407	21,952	Total Gross Patient Revenues	44,148	47,166	42,701
			Deductions from Revenues:			
15,832	14,899	13,529	Contractual discounts	29,204	30,141	26,986
(1,533)	(1,146)	(408)	Disproportinate share revenues	(2,667)	(2,292)	(816)
-	-	-	Free care	1	-	-
-	-	-	Courtesy discounts & other	-	-	41
14,299	13,753	13,121	Total Deductions from Revenues	26,538	27,849	26,211
8,215	9,654	8,831	Net patient services revenue	17,610	19,317	16,490
437	200	-	CNMC revenues	437	400	-
48	47	183	Other revenues	187	94	501
8,700	9,901	9,014	Total Operating Revenues	18,234	19,811	16,991
			Operating expenses:			
3,698	4,263	3,690	Salaries and wages	7,734	8,455	7,333
773	967	790	Employee benefits	1,632	1,918	1,577
246	140	188	Contract labor	370	286	398
650	666	867	Medical Supplies	1,384	1,345	1,419
484	423	496	Professional Fees	931	858	843
537	596	697	Purchased services	1,314	1,189	1,370
1,025	1,279	1,188	Provision for bad debt	1,958	2,574	1,998
612	913	774	Other expenses	1,352	1,843	1,426
8,025	9,247	8,690	Total Operating Expenses	16,675	18,468	16,364
675	654	324	Net Income (Loss) from Operations	1,559	1,343	627
			Nonoperating (Income)/Expense:			
-	-	-	Investment income	(1)	-	-
8	7	6	Interest expense	14	14	97
400	359	165	Depreciation and Amortization	811	718	330
-	33	184	Other	32	65	368
408	399	355	Total Nonoperating (Inc)/Exp	856	797	795
$ 267	**$ 255**	**$ (31)**	**Net Income (Loss)**	**$ 703**	**$ 546**	**$ (168)**

United Medical Center

Balance Sheets
November 30, 2010

Nov-10	Oct-10	MTD Change		-Unaudited- Sep-10	Dollars in Thousands YTD Change
			Current assets:		
$ 3,832	$ 5,600	$ (1,768)	Cash and equivalents	$ 2,911	$ 921
16,259	14,338	1,921	Net accounts receivables	14,382	1,877
2,027	2,273	(246)	Due from SHW	2,527	(500)
1,151	1,139	12	Inventories	1,107	44
1,929	962	967	Prepaid and other assets	977	952
25,198	24,312	886	Total current assets	21,904	3,294
			Long term assets:		
2,679	1,146	1,533	Estimated third-party payor settlements	12	2,667
70,796	71,071	(275)	Capital assets	71,487	(691)
73,475	72,217	1,258	Total long-term assets	71,499	1,976
$ 98,673	$ 96,529	$ 2,144	Total assets	$ 93,403	$ 5,270
			Current liabilities:		
$ 468	$ 509	$ (41)	Current portion, notes payable	$ 504	$ (36)
56	64	(8)	Current portion, capital lease obligation	72	(16)
10,326	9,196	1,130	Trade payables	8,606	1,720
10,120	9,470	650	Accrued salaries and benefits	10,273	(153)
3,463	3,382	81	Other liabilities	4,984	(1,521)
24,433	22,621	1,812	Total current liabilities	24,439	(6)
			Long term liabilities:		
-	-	-	Notes payable	42	(42)
-	-	-	Capital lease obligations	-	-
5,699	5,699	-	Due to affiliate	1,353	4,346
1,874	1,874	-	Contingent & other liabilities	1,874	-
7,573	7,573	-	Total long term liabilities	3,269	4,304
			Net Assets		
66,667	66,335	332	Unrestricted	65,695	972
66,667	66,335	332	Total net assets	65,695	972
$ 98,673	$ 96,529	$ 2,144	Total liabilities and net assets	$ 93,403	$ 5,270

United Medical Center

Combining Statement of Operations
Fiscal Year 2011

Dollars in Thousands

	Month of November				Year - To - Date			
	Hospital	SNF	Elim	Total	Hospital	SNF	Elim	Total
Revenues:								
Inpatient Revenue	$ 10,019	$ 612	$ -	$ 10,631	$ 19,847	$ 1,515	$ -	$ 21,362
Outpatient Revenue	11,883	-	-	11,883	22,786	-	-	22,786
Total Gross Patient Revenues	21,902	612	-	22,514	42,633	1,515	-	44,148
Deductions from Revenues:								
Contractual discounts	15,832	-	-	15,832	28,812	392	-	29,204
Disproportinate share revenues	(1,533)	-	-	(1,533)	(2,667)	-	-	(2,667)
Free care	-	-	-	-	1	-	-	1
Courtesy discounts & other	-	-	-	-	-	-	-	-
Total Deductions from Revenues	14,299	-	-	14,299	26,146	392	-	26,538
Net patient services revenue	7,603	612	-	8,215	16,487	1,123	-	17,610
CNMC revenues	437	-	-	437	437	-	-	437
SHW revenues	786	-	(786)	-	786	-	(786)	-
Other revenues	43	5	-	48	178	9	-	187
Total Operating Revenues	8,869	617	(786)	8,700	17,888	1,132	(786)	18,234
Operating expenses:								
Salaries and wages	3,698	371	(371)	3,698	7,392	713	(371)	7,734
Employee benefits	773	86	(86)	773	1,554	164	(86)	1,632
Contract labor	246	-	-	246	370	-	-	370
Medical Supplies	649	61	(60)	650	1,329	115	(60)	1,384
Professional Fees	484	-	-	484	931	-	-	931
Purchased services	537	165	(165)	537	1,167	312	(165)	1,314
Provision for bad debt	1,025	-	-	1,025	1,958	-	-	1,958
Other expenses	612	59	(59)	612	1,294	117	(59)	1,352
Total Operating Expenses	8,024	742	(741)	8,025	15,995	1,421	(741)	16,675
Net Income (Loss) from Operations	845	(125)	(45)	675	1,893	(289)	(45)	1,559
Nonoperating (Income)/Expense:								
Investment income	-	-	-	-	(1)	-	-	(1)
Interest expense	8	-	-	8	14	-	-	14
Depreciation and Amortization	400	12	(12)	400	800	23	(12)	811
Other	-	33	(33)	-	-	65	(33)	32
Total Nonoperating (Inc)/Exp	408	45	(45)	408	813	88	(45)	856
Net Income (Loss)	**$ 437**	**$ (170)**	**$ -**	**$ 267**	**$ 1,080**	**$ (377)**	**$ -**	**$ 703**

United Medical Center

Combining Balance Sheets

Fiscal Year 2011

Dollars in Thousands

	Hospital	SNF	Elim	Total
Current assets:				
Cash and equivalents	$ 3,832	$ -	$ -	$ 3,832
Net accounts receivables	15,137	1,122	-	16,259
Due from SHW	2,027	-	-	2,027
Due from SNF	786	-	(786)	-
Inventories	1,151	-	-	1,151
Prepaid and other assets	1,924	5	-	1,929
Total current assets	24,857	1,127	(786)	25,198
Long term assets:				
Estimated third-party payor settlements	2,679	-	-	2,679
Capital assets	70,796	-	-	70,796
Total long-term assets	73,475	-	-	73,475
Total assets	$ 98,332	$ 1,127	$ (786)	$ 98,673
Current liabilities:				
Current portion, notes payable	$ 468	$ -	$ -	$ 468
Current portion, capital lease obligation	56	-	-	56
Trade payables	10,028	298	-	10,326
Accrued salaries and benefits	9,699	421	-	10,120
Due to UMC	-	786	(786)	-
Other liabilities	3,463	-	-	3,463
Total current liabilities	23,714	1,505	(786)	24,433
Long term liabilities:				
Capital lease obligations	-	-	-	-
Due to affiliate	5,699	-	-	5,699
Contingent & other liabilities	1,874	-	-	1,874
Total long term liabilities	7,573	-	-	7,573
Net Assets				
Unrestricted	67,045	(378)	-	66,667
Total net assets	67,045	(378)	-	66,667
Total liabilities and net assets	$ 98,332	$ 1,127	$ (786)	$ 98,673

United Medical Center

Consolidated Statement of Cash Flows

For the two month period ending November 30, 2010

Dollars in Thousands

	MTD	YTD
Cash flows from operating activities		
Receipts from and on behalf of patients	$ 3,738	$ 11,108
Payments to suppliers and contractors	(1,802)	(5,487)
Payments to employees and fringe benefits	(3,815)	(9,514)
Other receipts and payments, net	284	674
Net cash used in operating activities	(1,595)	(3,219)
Cash flows from investing activities		
Change in capital assets	(124)	(120)
Net cash used in investing activities	(124)	(120)
Cash flows from financing activities		
Payments on notes payable	(41)	(78)
Payments on capital lease obligations	(8)	(8)
Increase in due to affiliate	0	4,346
Net cash provided by financing activities	(49)	4,260
Net increase (decrease) in cash and cash equivalent	(1,768)	921
Cash and cash equivalents, beginning of period	5,600	2,911
Cash and cash equivalents	**$ 3,832**	**$ 3,832**

United Medical Center

Inpatient Statistics

For the two month period ending November 30, 2010

Month of November					Year-To-Date			
Actual	Budget	FY 10	Growth %		Actual	Budget	FY 10	Growth %
				Admissions				
254	263	373	-32%	Medical/Surgical	517	567	760	-32%
64	50	72	-11%	Psychiatry	145	101	131	11%
33	34	25	32%	Intensive Care Unit	59	69	53	11%
42	49	24	75%	Nursery	80	93	51	57%
47	50	30	57%	OB/GYN	87	99	62	40%
440	446	524	-16%	Total acute	888	930	1,057	-16%
17	15	-	0%	Sub-acute	83	80	-	0%
457	461	524	-13%	Total Admissions	971	1,010	1,057	-8%
				Patient days				
1,349	1,472	1,886	-28%	Medical/Surgical	2,860	3,000	3,841	-26%
662	646	613	8%	Psychiatry	1,232	1,307	1,010	22%
219	230	221	-1%	Intensive Care Unit	427	468	519	-18%
118	217	84	40%	Nursery	222	442	170	31%
128	303	108	19%	OB/GYN	243	627	217	12%
2,476	2,869	2,912	-15%	Total acute	4,984	5,845	5,757	-13%
1,931	2,160	-	0%	Sub-acute	3,771	4,083	-	0%
4,407	5,029	2,912	51%	Total Patient Days	8,755	9,928	5,757	52%
				Average patient stay (days)				
5.3	5.6	5.1	5%	Medical/Surgical	5.5	5.3	5.1	9%
10.3	13.0	8.5	21%	Psychiatry	8.5	12.9	7.7	10%
6.6	6.8	8.8	-25%	Intensive Care Unit	7.2	6.8	9.8	-26%
2.8	4.5	3.5	-20%	Nursery	2.8	4.7	3.3	-17%
2.7	6.1	3.6	-24%	OB/GYN	2.8	6.3	3.5	-20%
5.6	6.4	5.6	1%	Average acute	5.6	6.3	5.4	3%
113.6	144.0	-	0%	Sub-acute	45.4	50.7	-	0%
9.6	10.9	5.6	74%	Average Patient Stay	9.0	9.8	5.4	66%
				Per day analysis				
15.2	15.4	17.5	-13%	Admissions	15.9	16.6	17.3	-8%
82.5	95.6	97.1	-15%	Average daily census (acute)	81.7	95.8	94.4	-13%
64.4	72.0	-	0%	Average daily census (sub-acute)	61.8	66.9	-	0%
				Case Mix Index (CMI)				
1.0000	1.1500	1.1500	-13%	Hospital	1.0850	1.1500	1.1350	-4%
1.3273	1.5500	1.4500	-8%	Medicare	1.4464	1.5500	1.3650	6%
1.0972	1.1000	1.1800	-7%	Medicaid	1.2282	1.1000	1.1650	5%

United Medical Center

Outpatient Statistics

For the two month period ending November 30, 2010

Month of November					Year-To-Date			
Actual	Budget	FY 10	Growth %		Actual	Budget	FY 10	Growth %
				Visits				
3,398	3,303	3,234	5%	Emergency services	6,826	6,601	7,065	-3%
545	584	573	-5%	Radiology	1,147	1,197	1,174	-2%
656	599	587	12%	Clinics	1,301	1,288	1,263	3%
245	221	217	13%	Laboratory	519	473	464	12%
122	79	102	20%	In & Out Surgery	225	156	219	3%
4,966	4,787	4,713	5%	Total	10,018	9,716	10,185	-2%
				Emergency visits				
361	396	403	-10%	ED patients-admitted as IP	701	792	812	-14%
3,037	2,907	2,831	7%	ED patients-other	6,125	5,809	6,253	-2%
3,398	3,303	3,234	5%	Total	6,826	6,601	7,065	-3%
				Clinic visits				
461	436	427	8%	Primary Care	924	1,014	994	-7%
153	119	117	31%	Wound Care	298	194	190	57%
12	9	9	33%	Pulmonary	21	19	19	11%
30	35	34	-12%	Rehab	58	61	60	-3%
656	599	587	12%	Total	1,301	1,288	1,263	3%
				Radiology Procedures				
66	67	66	0%	MRI	118	124	122	-3%
745	657	644	16%	CT	1,456	1,357	1,330	9%
2,681	2,792	2,737	-2%	Other	5,293	5,836	5,722	-7%
3,492	3,516	3,447	1%	Total	6,867	7,317	7,174	-4%
				Surgical procedures				
53	79	55	-4%	Surgery procedures	98	156	117	-16%
88	75	74	19%	GI procedures	160	168	165	-3%
141	154	129	9%	Total	258	324	282	-9%
				Visits per day				
113.3	110.1	107.8	5%	Emergency services	111.9	108.2	115.8	-3%
18.2	19.5	19.1	-5%	Radiology	18.8	19.6	19.2	-2%
21.9	20.0	19.6	12%	Clinics	21.3	21.1	20.7	3%
8.2	7.4	7.2	13%	Laboratory	8.5	7.8	7.6	12%
4.1	2.6	3.4	20%	In & Out Surgery	3.7	2.6	3.6	3%

United Medical Center

Payor Mixtures

For the two month period ending November 30, 2010

Month of November					Year-To-Date			
Actual	Budget	FY 10	Growth %		Actual	Budget	FY 10	Growth %
				Admissions				
118	73	174	-32%	Medicare	243	200	322	-25%
149	203	159	-6%	Medicaid	367	431	340	8%
141	83	91	55%	HMO Care/Caid	257	172	173	49%
23	68	74	-69%	HMO/PPO	43	139	173	-75%
13	14	22	-41%	Commercial/Other	36	29	41	-12%
13	19	4	225%	Self Pay	25	40	8	213%
457	461	524	-13%	Total Admissions-Acute	971	1,011	1,057	-8%
				Patient Days				
984	720	1,048	-6%	Medicare	1,792	1,463	1,845	-3%
2,692	3,376	1,024	163%	Medicaid	5,553	6,557	2,047	171%
526	465	343	53%	HMO Care/Caid	996	953	1,070	-7%
80	291	338	-76%	HMO/PPO	129	595	525	-75%
69	37	126	-45%	Commercial/Other	167	75	187	-11%
56	140	33	70%	Self Pay	118	285	83	42%
4,407	5,029	2,912	51%	Total Patient Days	8,755	9,928	5,757	52%
				Emergency Visits				
451	396	360	25%	Medicare	889	770	737	21%
636	624	515	23%	Medicaid	1,333	1,086	1,131	18%
1,373	961	1,301	6%	HMO Care/Caid	2,684	1,813	2,928	-8%
258	872	248	4%	HMO/PPO	514	1,748	544	-6%
162	187	177	-8%	Commercial/Other	337	341	400	-16%
518	263	633	-18%	Self Pay	1,069	843	1,325	-19%
3,398	3,303	3,234	5%	Total Emergency Visits	6,826	6,601	7,065	-3%
				Admissions %				
25.8%	15.8%	33.2%	-22%	Medicare	25.0%	19.8%	30.5%	-18%
32.6%	44.1%	30.3%	7%	Medicaid	37.8%	42.6%	32.2%	18%
30.9%	18.0%	17.4%	78%	HMO Care/Caid	26.5%	17.0%	16.4%	62%
5.0%	14.8%	14.1%	-64%	HMO/PPO	4.4%	13.8%	16.4%	-73%
2.8%	3.1%	4.2%	-32%	Commercial/Other	3.7%	2.9%	3.9%	-4%
2.8%	4.2%	0.8%	273%	Self Pay	2.6%	4.0%	0.8%	240%
100.0%	100.0%	100.0%	0%	Total Admissions-Acute	100.0%	100.0%	100.0%	0%
				Patient Days %				
22.3%	14.3%	36.0%	-38%	Medicare	20.5%	14.7%	32.0%	-36%
61.1%	67.1%	35.2%	74%	Medicaid	63.4%	66.0%	35.6%	78%
11.9%	9.3%	11.8%	1%	HMO Care/Caid	11.4%	9.6%	18.6%	-39%
1.8%	5.8%	11.6%	-84%	HMO/PPO	1.5%	6.0%	9.1%	-84%
1.6%	0.7%	4.3%	-64%	Commercial/Other	1.9%	0.8%	3.2%	-41%
1.3%	2.8%	1.1%	12%	Self Pay	1.3%	2.9%	1.4%	-7%
100.0%	100.0%	100.0%	0%	Total Patient Days	100.0%	100.0%	100.0%	0%
				Emergency Visits %				
13.3%	12.0%	11.1%	19%	Medicare	13.0%	11.7%	10.4%	25%
18.7%	18.9%	15.9%	18%	Medicaid	19.5%	16.5%	16.0%	22%
40.4%	29.1%	40.2%	0%	HMO Care/Caid	39.3%	27.5%	41.4%	-5%
7.6%	26.4%	7.7%	-1%	HMO/PPO	7.5%	26.5%	7.7%	-2%
4.8%	5.7%	5.5%	-13%	Commercial/Other	4.9%	5.2%	5.7%	-13%
15.2%	8.0%	19.6%	-22%	Self Pay	15.7%	12.8%	18.8%	-16%
100.0%	100.0%	100.0%	0%	Total Emergency Visits	100.0%	100.0%	100.0%	0%

United Medical Center

Revenue Stream (Hospital only)

For the two month period ending November 30, 2010

Dollars in Thousands

Month of November					Year-To-Date			
Actual	Budget	FY 10	Growth %		Actual	Budget	FY 10	Growth %
				Inpatient revenues				
3,954	4,623	5,212	-24%	Medicare	8,489	9,368	10,172	-17%
3,939	3,515	4,258	-7%	Medicaid	6,974	7,122	8,029	-13%
2,148	2,280	2,492	-14%	HMO Care/Caid	4,360	4,620	4,938	-12%
501	896	579	-13%	HMO/PPO	750	1,815	1,540	-51%
428	234	561	-24%	Commercial/Other	838	474	812	3%
308	65	40	670%	Self Pay	840	132	110	664%
11,278	11,613	13,142	-14%	Total	22,251	23,531	25,601	-13%
				Summary				
10,041	10,418	11,962	-16%	Public	19,823	21,110	23,139	-14%
1,237	1,195	1,180	5%	Private	2,428	2,421	2,462	-1%
11,278	11,613	13,142	-14%	Total	22,251	23,531	25,601	-13%
				Outpatient revenues				
2,095	2,087	1,254	67%	Medicare	3,930	4,182	2,582	52%
2,204	2,070	1,288	71%	Medicaid	4,179	4,147	2,605	60%
3,908	3,445	3,371	16%	HMO Care/Caid	7,503	6,908	6,834	10%
708	890	662	7%	HMO/PPO	1,403	1,782	1,228	14%
501	1,269	697	-28%	Commercial/Other	986	2,541	1,505	-34%
1,208	2,034	1,536	-21%	Self Pay	2,383	4,075	2,830	-16%
10,624	11,795	8,808	21%	Total	20,384	23,635	17,584	16%
				Summary				
8,207	7,602	5,913	39%	Public	15,612	15,237	12,021	30%
2,417	4,193	2,895	-17%	Private	4,772	8,398	5,563	-14%
10,624	11,795	8,808	21%	Total	20,384	23,635	17,584	16%
				Total revenues				
6,049	6,710	6,466	-6%	Medicare	12,419	13,550	12,754	-3%
6,143	5,585	5,546	11%	Medicaid	11,153	11,269	10,634	5%
6,056	5,725	5,863	3%	HMO Care/Caid	11,863	11,528	11,772	1%
1,209	1,786	1,241	-3%	HMO/PPO	2,153	3,597	2,768	-22%
929	1,503	1,258	-26%	Commercial/Other	1,824	3,015	2,317	-21%
1,516	2,099	1,576	-4%	Self Pay	3,223	4,207	2,940	10%
21,902	23,408	21,950	0%	Total	42,635	47,166	43,185	-1%
				Summary				
18,248	18,020	17,875	2%	Public	35,435	36,347	35,160	1%
3,654	5,388	4,075	-10%	Private	7,200	10,819	8,025	-10%
21,902	23,408	21,950	0%	Total	42,635	47,166	43,185	-1%
				Total revenues %				
27.6%	28.7%	29.5%	-6%	Medicare	29.1%	28.7%	29.5%	-1%
28.0%	23.9%	25.3%	11%	Medicaid	26.2%	23.9%	24.6%	6%
27.7%	24.5%	26.7%	4%	HMO Care/Caid	27.8%	24.4%	27.3%	2%
5.5%	7.6%	5.7%	-2%	HMO/PPO	5.0%	7.6%	6.4%	-21%
4.2%	6.4%	5.7%	-26%	Commercial/Other	4.3%	6.4%	5.4%	-20%
6.9%	9.0%	7.2%	-4%	Self Pay	7.6%	8.9%	6.8%	11%
100.0%	100.0%	100.0%	0%	Total	100.0%	100.0%	100.0%	0%
				Summary %				
83.3%	77.0%	81.4%	2%	Public	83.1%	77.1%	81.4%	2%
16.7%	23.0%	18.6%	-10%	Private	16.9%	22.9%	18.6%	-9%
100.0%	100.0%	100.0%	0%	Total	100.0%	100.0%	100.0%	0%

United Medical Center

Statement of Operations - Trend (Hospital)

Fiscal Year 2011

Dollars in Thousands

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	Total Actual
Revenues:													
Inpatient Revenue	$ 9,829	$ 10,019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,848
Outpatient Revenue	10,903	11,883	-	-	-	-	-	-	-	-	-	-	22,786
Total Gross Patient Revenues	20,732	21,902	-	-	-	-	-	-	-	-	-	-	42,634
Deductions from Revenues:													
Contractual discounts	12,980	15,832	-	-	-	-	-	-	-	-	-	-	28,812
Disproportinate share revenues	(1,133)	(1,533)	-	-	-	-	-	-	-	-	-	-	(2,666)
Free care	1	-	-	-	-	-	-	-	-	-	-	-	1
Courtesy discounts & other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Deductions from Revenues	11,848	14,299	-	-	-	-	-	-	-	-	-	-	26,147
Net patient services revenue	8,884	7,603	-	-	-	-	-	-	-	-	-	-	16,487
Safety net care revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	136	43	-	-	-	-	-	-	-	-	-	-	179
Total Operating Revenues	9,020	8,869	-	-	-	-	-	-	-	-	-	-	17,889
Operating expenses:													
Salaries and wages	3,694	3,698	-	-	-	-	-	-	-	-	-	-	7,392
Employee benefits	781	773	-	-	-	-	-	-	-	-	-	-	1,554
Contract labor	124	246	-	-	-	-	-	-	-	-	-	-	370
Medical Supplies	678	649	-	-	-	-	-	-	-	-	-	-	1,327
Professional Fees	446	484	-	-	-	-	-	-	-	-	-	-	930
Purchased services	630	537	-	-	-	-	-	-	-	-	-	-	1,167
Provision for bad debt	934	1,025	-	-	-	-	-	-	-	-	-	-	1,959
Other expenses	685	612	-	-	-	-	-	-	-	-	-	-	1,297
Total Operating Expenses	7,972	8,024	-	-	-	-	-	-	-	-	-	-	15,996
Net Income (Loss) from Operations	1,048	845	-	-	-	-	-	-	-	-	-	-	1,893
Nonoperating (Income)/Expense:													
Investment income	(1)	-	-	-	-	-	-	-	-	-	-	-	(1)
Interest expense	6	8	-	-	-	-	-	-	-	-	-	-	14
Depreciation and Amortization	400	400	-	-	-	-	-	-	-	-	-	-	800
Total Nonoperating (Inc)/Exp	405	408	-	-	-	-	-	-	-	-	-	-	813
Net Income (Loss)	**$ 643**	**$ 437**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,080**

United Medical Center

Statement of Operations - Trend (SNF)

Fiscal Year 2011

Dollars in Thousands

	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Actual	Jul Actual	Aug Actual	Sep Actual	Total Actual
Revenues:													
Inpatient Revenue	$ 902	$ 612	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,514
Outpatient Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Gross Patient Revenues	902	612	-	-	-	-	-	-	-	-	-	-	1,514
Deductions from Revenues:													
Contractual discounts	392	-	-	-	-	-	-	-	-	-	-	-	392
Disproportinate share revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Free care	-	-	-	-	-	-	-	-	-	-	-	-	-
Courtesy discounts & other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Deductions from Revenues	392	-	-	-	-	-	-	-	-	-	-	-	392
Net patient services revenue	510	612	-	-	-	-	-	-	-	-	-	-	1,122
CNMC revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Safety net care revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
SHW revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	5	5	-	-	-	-	-	-	-	-	-	-	10
Total Operating Revenues	515	617	-	-	-	-	-	-	-	-	-	-	1,132
Operating expenses:													
Salaries and wages	342	371	-	-	-	-	-	-	-	-	-	-	713
Employee benefits	79	86	-	-	-	-	-	-	-	-	-	-	165
Contract labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical Supplies	54	61	-	-	-	-	-	-	-	-	-	-	115
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchased services	147	165	-	-	-	-	-	-	-	-	-	-	312
Provision for bad debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Other expenses	55	59	-	-	-	-	-	-	-	-	-	-	114
Total Operating Expenses	677	742	-	-	-	-	-	-	-	-	-	-	1,419
Net Income (Loss) from Operations	(162)	(125)	-	-	-	-	-	-	-	-	-	-	(287)
Nonoperating (Income)/Expense:													
Investment income	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation and Amortization	12	12	-	-	-	-	-	-	-	-	-	-	24
Other	33	33	-	-	-	-	-	-	-	-	-	-	66
Total Nonoperating (Inc)/Exp	45	45	-	-	-	-	-	-	-	-	-	-	90
Net Income (Loss)	$ (207)	$ (170)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (377)

United Medical Center

Balance Sheets-Trend (Hospital)

Fiscal Year 2011

Dollars In Thousands

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Current assets:												
Cash and equivalents	$ 5,600	$ 3,832	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Net accounts receivables	14,338	15,137	-	-	-	-	-	-	-	-	-	-
Due from SHW	2,273	2,027	-	-	-	-	-	-	-	-	-	-
Due from SNF	-	786	-	-	-	-	-	-	-	-	-	-
Inventories	1,139	1,151	-	-	-	-	-	-	-	-	-	-
Prepaid and other assets	962	1,924	-	-	-	-	-	-	-	-	-	-
Total current assets	24,312	24,857	-	-	-	-	-	-	-	-	-	-
Long term assets:												
Estimated third-party payor settlements	1,146	2,679	-	-	-	-	-	-	-	-	-	-
Capital assets	71,071	70,796	-	-	-	-	-	-	-	-	-	-
Total long-term assets	72,217	73,475	-	-	-	-	-	-	-	-	-	-
Total assets	$ 96,529	$ 98,332	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current liabilities:												
Current portion, notes payable	$ 509	$ 468	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current portion, capital lease obligation	64	56	-	-	-	-	-	-	-	-	-	-
Trade payables	9,195	10,028	-	-	-	-	-	-	-	-	-	-
Accrued salaries and benefits	9,470	9,699	-	-	-	-	-	-	-	-	-	-
Other liabilities	3,382	3,463	-	-	-	-	-	-	-	-	-	-
Total current liabilities	22,620	23,714	-	-	-	-	-	-	-	-	-	-
Long term liabilities:												
Notes payable	-	-	-	-	-	-	-	-	-	-	-	-
Capital lease obligations	-	-	-	-	-	-	-	-	-	-	-	-
Due to affiliate	5,699	5,699	-	-	-	-	-	-	-	-	-	-
Contingent & other liabilities	1,874	1,874	-	-	-	-	-	-	-	-	-	-
Total long term liabilities	7,573	7,573	-	-	-	-	-	-	-	-	-	-
Net Assets												
Unrestricted	66,335	67,045	-	-	-	-	-	-	-	-	-	-
Total net assets	66,335	67,045	-	-	-	-	-	-	-	-	-	-
Total liabilities and net assets	$ 96,528	$ 98,332	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

United Medical Center

Operating Statistics-Trend

Fiscal Year 2011

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Available beds:													
Medical/Surgical	95	95	95	95	95	95	95	95	95	95	95	95	95
Psychiatric	34	34	34	34	34	34	34	34	34	34	34	34	34
Intensive Care Unit	16	16	16	16	16	16	16	16	16	16	16	16	16
Nursery	24	24	24	24	24	24	24	24	24	24	24	24	24
OB/GYN	15	15	15	15	15	15	15	15	15	15	15	15	15
Total Acute	184	184	184	184	184	184	184	184	184	184	184	184	184
Sub-acute	120	120	120	120	120	120	120	120	120	120	120	120	120
Total	304	304	304	304	304	304	304	304	304	304	304	304	304
Admissions:													
Medical/Surgical	263	254	-	-	-	-	-	-	-	-	-	-	517
Psychiatric	81	64	-	-	-	-	-	-	-	-	-	-	145
Intensive Care Unit	26	33	-	-	-	-	-	-	-	-	-	-	59
Nursery	38	42	-	-	-	-	-	-	-	-	-	-	80
OB/GYN	40	47	-	-	-	-	-	-	-	-	-	-	87
Total Acute	448	440	-	-	-	-	-	-	-	-	-	-	888
Sub-acute	66	17	-	-	-	-	-	-	-	-	-	-	83
Total	514	457	-	-	-	-	-	-	-	-	-	-	971
Deliveries	38	42	-	-	-	-	-	-	-	-	-	-	80
Patient Days:													
Medical/Surgical	1,511	1,349	-	-	-	-	-	-	-	-	-	-	2,860
Psychiatric	570	662	-	-	-	-	-	-	-	-	-	-	1,232
Intensive Care Unit	208	219	-	-	-	-	-	-	-	-	-	-	427
Nursery	104	118	-	-	-	-	-	-	-	-	-	-	222
OB/GYN	115	128	-	-	-	-	-	-	-	-	-	-	243
Total Acute	2,508	2,476	-	-	-	-	-	-	-	-	-	-	4,984
Sub-acute	1,840	1,931	-	-	-	-	-	-	-	-	-	-	3,771
Total	4,348	4,407	-	-	-	-	-	-	-	-	-	-	8,755
Average Daily Census:													
Medical/Surgical	48.7	45.0	-	-	-	-	-	-	-	-	-	-	93.7
Psychiatric	18.4	22.1	-	-	-	-	-	-	-	-	-	-	40.5
Intensive Care Unit	6.7	7.3	-	-	-	-	-	-	-	-	-	-	14.0
Nursery	3.4	3.9	-	-	-	-	-	-	-	-	-	-	7.3
OB/GYN	3.7	4.3	-	-	-	-	-	-	-	-	-	-	8.0
Total Acute	80.9	82.5	-	-	-	-	-	-	-	-	-	-	163.4
Sub-acute	59.4	64.4	-	-	-	-	-	-	-	-	-	-	123.7
Total	140.3	146.9	-	-	-	-	-	-	-	-	-	-	287.2

United Medical Center

Operating Statistics-Trend (continued)

Fiscal Year 2011

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Occupancy %													
Medical/Surgical	51.3%	47.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	98.6%
Psychiatric	54.1%	64.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	119.0%
Intensive Care Unit	41.9%	45.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	87.6%
Nursery	14.0%	16.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.4%
OB/GYN	24.7%	28.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	53.2%
Total Acute	44.0%	44.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	88.8%
Sub-acute	49.5%	53.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	103.1%
Total	46.1%	48.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	94.5%
Average Length of Stay:													
Medical/Surgical	5.7	5.3	-	-	-	-	-	-	-	-	-	-	5.5
Psychiatric	7.0	10.3	-	-	-	-	-	-	-	-	-	-	8.5
Intensive Care Unit	8.0	6.6	-	-	-	-	-	-	-	-	-	-	7.2
Nursery	2.7	2.8	-	-	-	-	-	-	-	-	-	-	2.8
OB/GYN	2.9	2.7	-	-	-	-	-	-	-	-	-	-	2.8
Total Acute	5.6	5.6	-	-	-	-	-	-	-	-	-	-	5.6
Sub-acute	27.9	113.6	-	-	-	-	-	-	-	-	-	-	45.4
Total	8.5	9.6	-	-	-	-	-	-	-	-	-	-	9.0
Surgeries:													
Inpatient	51	59	-	-	-	-	-	-	-	-	-	-	110
Outpatient	117	141	-	-	-	-	-	-	-	-	-	-	258
Total	168	200	-	-	-	-	-	-	-	-	-	-	368
Emergency Visits:													
ED patients-admitted as IP	340	361	-	-	-	-	-	-	-	-	-	-	701
ED patients-OP	3,088	3,037	-	-	-	-	-	-	-	-	-	-	6,125
Total	3,428	3,398	-	-	-	-	-	-	-	-	-	-	6,826
Outpatient Services:													
Clinics	645	656	-	-	-	-	-	-	-	-	-	-	1,301
Radiology	602	545	-	-	-	-	-	-	-	-	-	-	1,147
Laboratory	274	245	-	-	-	-	-	-	-	-	-	-	519
Total	1,521	1,446	-	-	-	-	-	-	-	-	-	-	2,967
Case Mix Index:													
Hospital	1.1700	1.0000	-	-	-	-	-	-	-	-	-	-	1.0850
Medicare	1.5655	1.3273	-	-	-	-	-	-	-	-	-	-	1.4464
Medicaid	1.3591	1.0972	-	-	-	-	-	-	-	-	-	-	1.2282
FTEs:													
Worked	-	-	-	-	-	-	-	-	-	-	-	-	-
Paid	722.5	724.2	-	-	-	-	-	-	-	-	-	-	1,446.7

United Medical Center
Performance Indictors

	Definition	Year to date FY2011	Year to date FY2010	Benchmarks
Profitability:				
Total Margin Shows the percentage of revenues collected from operating and nonoperating activities that is kept as profit.	Revenues in excess of expenses / Total revenues	3.9%	13.9%	
Operating Margin Shows the percentage of revenues collected from operations that is kept as profit.	Net operating income / Total operating revenue	8.5%	14.6%	
Markup Ratio Measures the percentage by which charges are increased above cost	(Gross patient revenue + other operating revenue) / Total operating expense	2.7	2.8	
Deductible Ratio Measures the percentage discount that third-party payers get, on average, from listed charges.	Contractual discounts / Gross patient service revenue	66.2%	62.5%	
Liquidity:				
Current Ratio Measures how many times the hospital is able to meet its short-term obligations with short-term	Current assets / Current liabilities	1.0	0.8	
Days Cash On Hand Illustrates the number of days the hospital could continue to operate without collecting any additional	Current cash and investments / (Other operating expenses/365)	14.0	10.2	
Days in Net Accounts Receivables Illustrates the number of days it takes to collect outstanding patient receivables.	Net accounts receivable / (Net patient revenue - bad debt expense)/365	63.4	65.8	
Solvency:				
Equity Financing Shows how much of the hospitals assets were paid for using equity, and how much of its assets were paid for using debt.	Unrestricted net assets / Total unrestricted assets	67.6%	68.2%	
Cash Flow to Total Debt Illustrates financial risk: Given the hospital's source of total funds for the current year, how much of their debt could they pay off this year.	(Revenues in excess of expenses + depreciation) / (Total current + total noncurrent liabilities)	8.3%	23.9%	

"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

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.*

COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: _____Closing Date: _____

Caption: _____Total Proposed Amount: _____

The undersigned _____
_____
(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate) . The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Section 1624; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, November, 2004, as amended).

Signed: _____ Date:_____

Title: _____

Company: _____

Address: _____

_____

DUNS #:_____

Phone: _____

Fax: _____

COST/PRICE DATA REQUIREMENTS

1. GENERAL INFORMATION:

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

(3)0. . . . . ″ There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the 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.

I Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)

(d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.

(3) Source of approval and the latest date of approval of the offeror's Accounting system.

Table (1.4)

Example Cost Summary Format

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			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.