



Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

STATUTORY AND REGULATORY AUTHORITY

The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying contractors for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.

GENERAL INSTRUCTIONS

- 1. Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."
2. An original signature must be provided in those sections where a signature is required. Copies or a stamped signature is not acceptable.
3. Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts", dated November 2004. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts," dated March 2007, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.
4. Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:
a. Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and
b. Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).
5. You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.
6. Please include and attach all information, documentation, and data as instructed and required.
7. In those instances where check boxes are provided, please check only the box or boxes which apply.

CHECKLIST

Table with 2 columns and 5 rows of checklist items. Items include: Did you include your Taxpayer Identification Number?, Did you attach a copy of your most recent Financial Statement?, Did you attach the information required in Section III, Disclosure Information, on page 2?, Did you attach a copy of all licenses and certifications, including any specialty certifications?, Did you list all personnel critical to the performance of your Organization in Section VI?, Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility?, Did you attach a Certificate of Incorporation, if applicable?, Did you attach a Certificate of Good Standing, if applicable?, Did you attach a copy of your LSDBE certification, if applicable?, Did you attach or include your salary history, if applicable?

FREQUENTLY ASKED QUESTIONS

Table with 2 columns (Q and A) and 4 rows of frequently asked questions. Questions include: Can I fax my application for processing?, Is this form available electronically?, Who or what is an Individual?, Who or what is an Organization?



Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

1. DATE OF FILING / /	2. FILING TYPE: <input type="checkbox"/> NEW <input type="checkbox"/> UPDATE <input type="checkbox"/> CORRECTION <input type="checkbox"/> REMOVAL	FOR OCP USE ONLY: DATE RECEIVED BY OCP:
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SECTION I – GENERAL INFORMATION

1. NAME OF INDIVIDUAL/ ORGANIZATION a. Name: b. Title: c. Physical Street Address: d. City, State & Zip Code: e. Office Phone: g. E-Mail:	2. TYPE OF ORGANIZATION <i>(Please check the appropriate box.)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LIMITED PARTNERSHIP
f. Office Facsimile No:	3. STATE OF INCORPORATION <i>(Please check the appropriate box.)</i> <input type="checkbox"/> DISTRICT OF COLUMBIA <input type="checkbox"/> COMMONWEALTH OF VIRGINIA <input type="checkbox"/> STATE OF MARYLAND <input type="checkbox"/> STATE OF DELAWARE <input type="checkbox"/> OTHER: _____ Date Of: _____
5. SOCIAL SEC. / TAXPAYER ID NO:	3. IS ORGANIZATION? <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> NON-PROFIT
6. DUNN & Bradstreet No:	7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS? <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Enterprise Zone <input type="checkbox"/> Longtime Resident

SECTION II – FINANCIAL RESPONSIBILITY INFORMATION

(Please Provide and Attach a Copy of Your Most Recent Financial Statement.)

1. Name and Address of Accountant:	2. Name and Address of Financial Institution:
3. Name and Title of Contact Person:	4. Name and Title of Contact Person:
5. Telephone No.:	7. Telephone No.:
6. Fax No.:	8. Fax No.:
9. Date Of Attached Financial Statement (Must be Within Last 12 Months):	10. Do You/Organization Owe Any Outstanding District /Federal Taxes: District Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES - Federal Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES

11. MEDICAID – MEDICARE INFORMATION:

a. Are You / Organization a Certified Medicaid Provider? YES NO Medicaid Number: _____ Date: _____

b. Are You / Organization a Certified Medicare Provider? YES NO Medicare Number: _____ Date: _____

SECTION III – DISCLOSURE INFORMATION

(If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement.)

1. Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program? <input type="checkbox"/> YES <input type="checkbox"/> NO
2. Is your license, or any in the organization currently suspended or restricted in any way? <input type="checkbox"/> YES <input type="checkbox"/> NO
3. Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.: <input type="checkbox"/> YES <input type="checkbox"/> NO
4. Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?: <input type="checkbox"/> YES <input type="checkbox"/> NO
5. Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?: <input type="checkbox"/> YES <input type="checkbox"/> NO
6. Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?: <input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE

1. List All Contracts With the District Government Within the Past Five (5) Years:

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

(Please Use and Attach a Separate Sheet for Additional Items.)

2. List All Contracts With Other Governments or Private Institutions Within the Past Five (5) Years:

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

(Please Use and Attach a Separate Sheet for Additional Items.)

3. If You Are Applying As An INDIVIDUAL, Please List Your Employment Or Work History for past five (5) years:

	Name of Employer	Address	Duties	Name of Supervisor	Dates of Employment	Telephone
A					to	
B					to	
C					to	
D					to	
E					to	
F					to	

(Please Use and Attach a Separate Sheet for Salary History and Additional Items.)

4. List At Least Five (5) References Familiar With Service Delivery:

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						
E						

(Please Use and Attach a Separate Sheet for Additional Items.)

4. ARE YOU A UNITED STATES CITIZEN?

YES NO

5. ARE YOU A PERMANENT RESIDENT?

(Please Attach Documentation To Support)

YES NO

6. IF YOU ARE NOT A CITIZEN, CAN YOU PROVIDE AND SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? *(Please Attach Documentation To Support.)*

YES NO

SECTION V – EDUCATION, CREDENTIALS AND LICENSURE

1. Please List All Colleges (Undergraduate and Graduate) and Professional Institutions Attended:

	Chief Study Subject Area	Name of College, University or Professional School	Address and Zip Code	Dates Attended	Date And Type Degree Awarded
A				To	
B				To	
C				To	
D				To	
E				To	

(Please Use and Attach a Separate Sheet for Additional Items.)

2. Please List All Professional Certifications and Licenses (Copies Must Be Attached):

	License/Certification	Agency/Entity	State	Number	Effective Dates	Date Issued
A					to	
B					to	
C					to	
D					to	
E					to	

(Please Use and Attach a Separate Sheet for Additional Items.)

3. Please List All Specialty, Certifications and Licenses (Copies Must Be Attached):

	Specialty License/Certification	Agency /Entity	State	Number	Effective Dates	Date Issued
A					to	
B					to	
C					to	
D					to	

(Please Use and Attach a Separate Sheet for Additional Items.)

4. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY LICENSE, CERTIFICATION OR CREDENTIAL REVOKED OR SUSPENDED? YES NO

(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)

(Please Use and Attach a Separate Sheet for Additional Items.)

5. Please list any hospital affiliations or privileges below:

	Name of Individuals(s)	Name of Hospital	Address	Type Privilege/Affiliation	Telephone	Fax No.
A						
B						
C						
D						

(Please Use and Attach a Separate Sheet for Additional Items.)

6. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY HOSPITAL PRIVILEGES REVOKED, FOR ANY REASON? YES NO

(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)

SECTION VI – SERVICE DATA AND INFORMATION

1. **GENERAL SERVICE CATEGORIES:** Please Check Each Of The General Service Categories For Which You Or The Organization Are Applying.

- | | | |
|--|---|---|
| <input type="checkbox"/> Education (EDS) | <input type="checkbox"/> Human Services (HUM) | <input type="checkbox"/> Social Services (SOC) |
| <input type="checkbox"/> Special Education (SED) | <input type="checkbox"/> Mental Health (MEN) | <input type="checkbox"/> Youth/Juvenile Justice (JUV) |
| <input type="checkbox"/> Health (HTH) | <input type="checkbox"/> Psychology (PSY) | <input type="checkbox"/> |

2. **POPULATIONS:** Please Check All That Apply For Populations.

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Children & Youth (CYG) | <input type="checkbox"/> Adults (ADT) | <input type="checkbox"/> Developmentally Disabled (DVD) | <input type="checkbox"/> Homeless (HLS) |
| <input type="checkbox"/> Children & Youth-Detained (CYD) | <input type="checkbox"/> Adult Forensic-Psychiatric (AFP) | <input type="checkbox"/> Geriatric (GER) | <input type="checkbox"/> Multicultural (MLT) |
| <input type="checkbox"/> Children & Youth-Committed (CYC) | <input type="checkbox"/> Adult Forensic-Correctional (FC) | <input type="checkbox"/> Pregnant Women (PGW) | <input type="checkbox"/> HIV/AIDS (HIV) |
| <input type="checkbox"/> Children & Youth-Supervision (CYS) | <input type="checkbox"/> Physically Disabled (DIS) | <input type="checkbox"/> Hearing Impaired (HIM) | <input type="checkbox"/> Dually Diagnosed (DUD) |
| <input type="checkbox"/> Special Education (SED) | <input type="checkbox"/> Mentally Retarded (MRD) | <input type="checkbox"/> Blind/Visually Impaired (BLD) | <input type="checkbox"/> |

3. **SETTING CODES:** Please Check The Settings Where You Or The Organization Can Or Will Provide Service.

(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Addiction Treatment Facility (ADF) | <input type="checkbox"/> Foster Care Home (FCH) | <input type="checkbox"/> Homeless Shelter (HOS) | <input type="checkbox"/> Nursing Care Facility (NCF) |
| <input type="checkbox"/> Ambulatory Care/Surg Center (AMB) | <input type="checkbox"/> Detention Facility–Youth (DFY) | <input type="checkbox"/> In the Field (FLD) | <input type="checkbox"/> Outpatient Clinic (OTC) |
| <input type="checkbox"/> Child Development Center (CDC) | <input type="checkbox"/> Detention Facility –Adult (DFA) | <input type="checkbox"/> Inpatient-Psychiatric (INP) | <input type="checkbox"/> Private Home (PRH) |
| <input type="checkbox"/> Comm Day Program (CDP) | <input type="checkbox"/> Dialysis Center (DIA) | <input type="checkbox"/> Inpatient-Medical (INM) | <input type="checkbox"/> Provider's Office or Facility (POF) |
| <input type="checkbox"/> Comm Health Center (CHC) | <input type="checkbox"/> Group Home –Youth (YGH) | <input type="checkbox"/> Intermed Care Center-MR (IMR) | <input type="checkbox"/> School (SCH) |
| <input type="checkbox"/> Comm Residential Facility (CRF) | <input type="checkbox"/> Group Home-MR (MGH) | <input type="checkbox"/> Laboratory (LAB) | <input type="checkbox"/> |
| <input type="checkbox"/> Crisis Center (CRC) | | | |

4. **SPECIFIC SERVICE CATEGORIES:** Please Check the Specific Service Categories That Apply To You or The Organization in which you are qualified, including licenses, or certified, to provide services:

- | | | |
|--|--|--|
| <input type="checkbox"/> Addiction Treatment Services (ADT) | <input type="checkbox"/> Dental Services (DEN) | <input type="checkbox"/> Personal Care Services (PCS) |
| <input type="checkbox"/> Allergy (ALG) | <input type="checkbox"/> Dialysis Services (DIA) | <input type="checkbox"/> Physical Therapy (PTH) |
| <input type="checkbox"/> Addiction Treatment Services (ADT) | <input type="checkbox"/> Early Childhood Intervention (ECI) | <input type="checkbox"/> Podiatry (POD) |
| <input type="checkbox"/> Assessment/Diagnosis (ASS) | <input type="checkbox"/> EPSDT Screening (EPS) | <input type="checkbox"/> Pre-Natal Services (PNA) |
| <input type="checkbox"/> Audiology (AUD) | <input type="checkbox"/> Family Services (FAM) | <input type="checkbox"/> Psychological Services (PSC) |
| <input type="checkbox"/> Assessment Diagnosis (ASD) | <input type="checkbox"/> Homemaker Services (HOM) | <input type="checkbox"/> Pyschiatric (PSY) |
| <input type="checkbox"/> Birthing Services (BIR) | <input type="checkbox"/> Dental Hygienist (DHY) | <input type="checkbox"/> Recreation Therapy (RTH) |
| <input type="checkbox"/> Case Management-Family Services (CMF) | <input type="checkbox"/> Laboratory Screening Services (LAB) | <input type="checkbox"/> Respiratory Care Services (RES) |
| <input type="checkbox"/> Case Management-Medical (CMM) | <input type="checkbox"/> Mental Health (MEN) | <input type="checkbox"/> Respite Care (RSC) |
| <input type="checkbox"/> Case Management-Social (CMS) | <input type="checkbox"/> Midwiifery (MID) | <input type="checkbox"/> Supported Employment Services (SES) |
| <input type="checkbox"/> Child Care Services (DAY) | <input type="checkbox"/> Music Therapy (MTH) | <input type="checkbox"/> Social Worker Services (SWS) |
| <input type="checkbox"/> Chore Services (CHR) | <input type="checkbox"/> Neurology (NEU) | <input type="checkbox"/> Speech Therapy (STH) |
| <input type="checkbox"/> Consulting (CON) | <input type="checkbox"/> Nutrition and Dietary (NUT) | <input type="checkbox"/> Transportation Services (TRS) |
| <input type="checkbox"/> Counseling Services (CSL) | <input type="checkbox"/> Occupational Therapy (OTH) | <input type="checkbox"/> Visiting Nurse (home) (VIS) |
| <input type="checkbox"/> Crisis Intervention Services (CRI) | <input type="checkbox"/> Optometry (OPT) | <input type="checkbox"/> Vocational Rehabilitation (VOC) |
| <input type="checkbox"/> Day Treatment Services (Habilitation) (DTR) | <input type="checkbox"/> Pediatric (PED) | <input type="checkbox"/> |

5. **LICENSURE AND CERTIFICATION CATEGORIES:** Please Check All of the Licensure and Certification categories that Apply to You or the Organization in which you are qualified, And Are Licensed Or Certified To Provide Services:

- | | | |
|---|---|--|
| <input type="checkbox"/> Acupuncture Therapist (ACC) | <input type="checkbox"/> Massage Therapy (MAS) | <input type="checkbox"/> Physician (DOC) |
| <input type="checkbox"/> Advanced Practice Registered Nurse (ARN) | <input type="checkbox"/> Naturopathy (NAT) | <input type="checkbox"/> Physician Assistant (PAS) |
| <input type="checkbox"/> Architect (ARC) | <input type="checkbox"/> Nurse-Anesthetist (RNA) | <input type="checkbox"/> Podiatrist (POD) |
| <input type="checkbox"/> Audiologist (AUD) | <input type="checkbox"/> Nurse-Midwife (RNM) | <input type="checkbox"/> Practical Nursing (LPN) |
| <input type="checkbox"/> Certificate of Occupancy (COO) | <input type="checkbox"/> Nurse Practitioner (RNP) | <input type="checkbox"/> Professional Counseling (PRO) |
| <input type="checkbox"/> Child Development (CHD) | <input type="checkbox"/> Nutritionist & Dietician (NUT) | <input type="checkbox"/> Psychologist (PSC) |
| <input type="checkbox"/> Dental Hygienist (DHY) | <input type="checkbox"/> Obstetrician (OBS) | <input type="checkbox"/> Pyschiatrist (PSY) |
| <input type="checkbox"/> Dentist (DEN) | <input type="checkbox"/> Occupational Therapist (OTH) | <input type="checkbox"/> Registered Nurse (RNN) |
| <input type="checkbox"/> Chiropractor (CHP) | <input type="checkbox"/> Optometrist (OPT) | <input type="checkbox"/> Respiratory Care (RES) |
| <input type="checkbox"/> Foster Care Provider (FOS) | <input type="checkbox"/> Opthomology (OPG) | <input type="checkbox"/> Social Worker-Clinical (SWC) |
| <input type="checkbox"/> Funeral Directors (FUN) | <input type="checkbox"/> Pharmacist (PHM) | <input type="checkbox"/> Social Worker (SWS) |
| <input type="checkbox"/> Gynecology (GYN) | <input type="checkbox"/> Physical Therapist (PTH) | <input type="checkbox"/> |

6. **LANGUAGE SKILLS:** Please Check All that Apply for Your Or The Organization's Language Skills:

- | | | |
|---|---|--|
| <input type="checkbox"/> English (ENG) | <input type="checkbox"/> French (FRN) | <input type="checkbox"/> Chinese–Cantonese (CCA) |
| <input type="checkbox"/> Spanish (SPN) | <input type="checkbox"/> Haitian Creole (CRE) | <input type="checkbox"/> Chinese-Mandarin (CMA) |
| <input type="checkbox"/> International/Universal Sign (SGN) | <input type="checkbox"/> Vietnamese (VTN) | <input type="checkbox"/> Ethiopian (Amharic) (AMH) |
| <input type="checkbox"/> Italian (ITL) | <input type="checkbox"/> Korean (KOR) | <input type="checkbox"/> |

SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE

1. Please list All of the Personnel In your Organization Who Are Critical To organization Performance. Please List Officers, Clinical Directors, Medical Directors, Service Supervisors, and Sub-Contractors Essential to the Performance of Services in this Qualifications Record and Attach Resumes Coded to this Section. Attach Any Copies of Licenses, Certifications, or Credentials Where Applicable.:

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						

SECTION VIII – REMARKS SECTION

1. Please use this section to respond to or to continue to response to any previous question, or request for information. In addition, please feel free to use this section to provide additional information vital to determining your or the organizations qualifications to enter into a Human Care Service Agreement with the District of Columbia

SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE

1. DRUG-FREE WORKPLACE CERTIFICATION: *Please provide Certification That You Or The Organization Does Or Will Operate In A Drug-Free Manner.*

I/We, _____ of _____

Hereby give, affirm and provide certification that I/We have received and have read the requirements on having and maintaining a Drug-Free Workplace in the District of Columbia, agree to be bound by those requirements and the remedies stated in the requirements, and further certify that I/We realize that making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Name (Please Print)	Title	Signature	Date
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(May be signed on behalf of individual or organization.)

2. STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLY AND SERVICES CONTRACTS: *Please provide Certification That You Or The Organization Agree To Be Bound By the Standard Contract Provisions of the District of Columbia.*

I/We, _____ of _____

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts ("Standard Contract Provisions"), dated November 2004, and agree to be bound by all of the provisions, including The requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy America Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

Name (Please Print)	Title	Signature	Date
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3. INFORMATION CONSENT: *Please Provide Certification That You Or The Organization Provide Consent To The District To Obtain Additional Information As Needed.*

I/We, _____ of _____

Hereby give, provide and express my consent for representatives of the Office of Contracting and Procurement, Government of the District of Columbia, to obtain any information from any professional organization, business entity, individual, government agency, or academic institution concerning the Professional license status or certification referenced in this document. This material shall be held, maintained and updated by the Office of Contracting and Procurement. I further understand that the Office of Contracting and Procurement will use this information solely for internal purposes pertaining to the evaluation of the qualifications of individuals and organizations to provide human care services, as appropriate, in the District of Columbia.

Name (Please Print)	Title	Signature	Date
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GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE



TAX CERTIFICATION AFFIDAVIT

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

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

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

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

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

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

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

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

Notary Public: _____

My Commission Expires: _____

THE MAYOR OF THE DISTRICT OF COLUMBIA

NOTICE OF FINAL RULEMAKING

The Mayor of the District of Columbia, pursuant to authority granted by section 202(a) of the District of Columbia Procurement Practices Act of 1985, as amended ("PPA"), effective February 21, 1986 (D.C. Law 6-85; D.C. Code §1-1182.2(a)), hereby gives notice of the adoption of the following final rules, amending Chapter 19 of Title 27 of the District of Columbia Municipal Regulations (Contracts and Procurements). The rules are intended to implement the Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155), effective September 16, 2000.

The rules were originally approved as emergency and proposed rules on October 11, 2000, and a second emergency rulemaking was approved on March 23, 2001. No substantive changes have been made to the text of the proposed rules, as published in the Notice of Emergency and Proposed Rulemaking in the *D.C. Register* on October 20, 2000, at 47 DCR 8590, and as published in the Notice of Emergency Rulemaking in the *D.C. Register* on April 6, 2001, at 48 DCR 3138.

The Council of the District of Columbia approved these rules on June 8, 2001, by Resolution No. 14-85, pursuant to section 205(a) of the Procurement Practices Act (D.C. Code §1-1182.5(a)).

CHAPTER 19

CONTRACTING FOR SERVICES

Subsection 1900.4 is amended to read as follows:

- 1900.4 A contract may be used to provide services including, but not limited to, the following:

(m) Human care services (in accordance with §§1905 to 1908); and

Sections 1905 through 1908 are amended to read as follows:

1905 HUMAN CARE SERVICES

- 1905.1 The Director shall, at least annually, determine in writing that the human care procurement method is appropriate for contracts for classes of human care services, for which the quantity, rate of utilization, delivery areas, or specific beneficiaries of the services cannot be accurately estimated at the outset of the procurement process.
- 1905.2 The contracting officer shall, at least annually, publicly announce all requirements for human care services in accordance with Chapter 13 of this title, and on the Internet site maintained by the Office of Contracting and Procurement.
- 1905.3 The contracting officer shall give public notice of general requirements for human care services, and issue a request for qualifications on a form prescribed by the Director, inviting interested service providers to respond in writing with a statement of their qualifications to perform the required services.
- 1905.4 The contracting officer shall use the procedures set forth in §§1905 through 1908 of this chapter to procure human care services rather than the solicitation or source selection procedures specified elsewhere in this title.
- 1905.5 Compliance with §§1905 through 1908 of this chapter shall constitute a competitive procedure for the procurement of human care services.
- 1905.6 The contracting officer shall certify the financial and professional responsibility of each potential contractor based on the following criteria:
- (a) The type of business or organization and its history;
 - (b) The resumes and professional qualifications of the business or organization's staff, including relevant professional and/or business licenses, affiliations, and specialties;
 - (c) Information attesting to financial capability, including financial statements;
 - (d) Specialized experience and technical competence in the type of work required;

- (e) Capacity to accomplish the work in the required time;
- (f) A summary of similar contracts awarded to the service provider, and the service provider's performance of those contracts;
- (g) A certification of compliance with all applicable tax and filing requirements;
- (h) A statement attesting to compliance with wage, hour, workplace safety and other standards of labor law;
- (i) A statement attesting to compliance with federal and District equal employment opportunity law;
- (j) Information about pending lawsuits or investigations, and judgments, indictments, or convictions against the service provider or its proprietors, partners, directors, officers, or managers; and
- (k) Acceptability under other appropriate characteristics of a prospective service provider.

1906**SELECTION OF HUMAN CARE SERVICES PROVIDERS****1906.1**

Prior to conducting discussions with a service provider who has submitted a statement of qualifications in accordance with §1905.3, the contracting officer shall make a written determination that the service provider is qualified, based on the criteria in §1905.6.

1906.2

Following pre-qualification of service providers, the contracting officer may:

- (a) Conduct discussions with all qualified service providers, and negotiate a price on a unit rate or fee for service basis using benchmarks and quantifiable measurements that are uniformly applied, including but not limited to each service provider's cost data attributable to provision of the services and consideration of each service provider's maximum customer capacity; and
- (b) Award a human care agreement to one or more service providers to satisfy all or part of the District's anticipated requirements based on the contracting officer's determination that the contract is in the best interest of the District, considering the service provider's qualifications, its capability of providing the service, and a judgment that the price is reasonable.

1906.3 The contracting officer shall retain statements of qualifications for approved service providers, and consider those providers for award of human care agreements, for a period of three years, following pre-qualification of the providers.

1907 HUMAN CARE AGREEMENT

1907.1 The contracting officer shall include in each human care agreement the following information:

- (a) A statement that the human care agreement is not a commitment to purchase any quantity of a particular service covered under the agreement; and
- (b) A statement that the District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement.

1907.2 The contracting officer shall issue a task order for required services under each human care agreement, and secure all appropriate approvals and funding prior to execution of the task order.

1907.3 As far as practicable, the contracting officer shall give qualified service providers fair and equal treatment with respect to the issuance of task orders.

1908 VOUCHERS

1908.1 Upon a written determination by the Director approving the use of vouchers for a human care contract, the contracting officer following award of the contract may issue vouchers to eligible customers to use for the purchase of human care services.

Sections 1909 through 1912 are repealed.

Section 1999 is amended to read as follows:

1999 DEFINITIONS

1999.1 When used in this chapter, the following words and terms shall have the meanings ascribed:

Appraisal services – services performed by an expert licensed by a state, city, county, or other governmental unit which are associated with the purchase and lease of real property relating to the determination of the value of real property.

Award information – information regarding the name of the contractor and the amount of the contract award.

Consultant – a firm or individual with knowledge and special abilities not generally available to an agency who renders services of a purely advisory nature relating to governmental functions or agency administration and management.

Consulting services – services of a purely advisory nature relating to governmental functions, agency administration and management, or program management which are normally provided by persons that are considered to have knowledge and special abilities not generally available within the agency.

Customer – a recipient of human care services.

Expert – a person with excellent qualifications and a high degree of attainment in a professional, scientific, technical, or other field, whose knowledge and mastery of the principles, practices, problems, methods, and techniques of his or her field of activity, or of a specialized area in the field, are clearly superior to those usually possessed by ordinarily competent persons in that activity, and whose attainment is such that he or she usually is regarded as an authority or as a practitioner of unusual competence and skill by other persons in the profession, occupation, or activity. An expert may be a person who performs or supervises regular duties and operating functions.

Human care services – education or special education, health, human, or social services, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.

Task order – an order for services placed against an established human care agreement.

Pre-qualification – the process by which the contracting officer determines whether a prospective service provider under a human care agreement is responsible.

Voucher – a written authorization, to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.

Attachment 3-Wage Determination.txt

WD 05-2104 (Rev. -9) was first posted on www.wdol.gov on 03/24/2009

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No. : 2005-2104
Revision No. : 9
Date Of Revision: 03/16/2009

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

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

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01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	34.18

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12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	20.17
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	32.41
12313 - Registered Nurse II, Specialist	32.41
12314 - Registered Nurse III	38.98
12315 - Registered Nurse III, Anesthetist	38.98
12316 - Registered Nurse IV	46.73
12317 - Scheduler (Drug and Alcohol Testing)	19.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	30.80
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	27.82
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.14
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	30.69
13110 - Video Teleconference Technician	19.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.54
14042 - Computer Operator II	20.74
14043 - Computer Operator III	23.12
14044 - Computer Operator IV	25.69
14045 - Computer Operator V	28.45
14071 - Computer Programmer I (1)	25.43
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.54
14160 - Personal Computer Support Technician	25.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.71
15020 - Aircrew Training Devices Instructor (Rated)	43.84
15030 - Air Crew Training Devices Instructor (Pilot)	52.55
15050 - Computer Based Training Specialist / Instructor	34.39
15060 - Educational Technologist	32.75
15070 - Flight Instructor (Pilot)	52.55
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20

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16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditi oning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78

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23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	14.27
23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneumatic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.25
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	20.57
27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment 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	

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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 (HF0) (2)	38.00
30011 - Air Traffic Control Specialist, Station (HF0) (2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HF0) (2)	28.86
30021 - Archeological Technician I	18.93
30022 - Archeological Technician II	21.11
30023 - Archeological Technician III	27.56
30030 - Cartographic Technician	27.56
30040 - Civil Engineering Technician	24.01
30061 - Drafter/CAD Operator I	19.89
30062 - Drafter/CAD Operator II	22.25
30063 - Drafter/CAD Operator III	24.80
30064 - Drafter/CAD Operator IV	30.52
30081 - Engineering Technician I	21.63
30082 - Engineering Technician II	24.29
30083 - Engineering Technician III	27.17
30084 - Engineering Technician IV	33.66
30085 - Engineering Technician V	41.16
30086 - Engineering Technician VI	49.81
30090 - Environmental Technician	24.92
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.56
30461 - Technical Writer I	21.84
30462 - Technical Writer II	26.70
30463 - Technical Writer III	32.31
30491 - Unexploded Ordnance (UXO) Technician I	24.15
30492 - Unexploded Ordnance (UXO) Technician II	29.22
30493 - Unexploded Ordnance (UXO) Technician III	35.03
30494 - Unexploded (UXO) Safety Escort	24.15
30495 - Unexploded (UXO) Sweep Personnel	24.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.80
30621 - Weather Observer, Senior (2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.02
31030 - Bus Driver	18.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	12.75
99710 - Recycling Laborer	16.82

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

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

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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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

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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 link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

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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.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
 DEPARTMENT OF YOUTH REHABILITATION SERVICES
 CONTRACT MANAGEMENT AND COMPLIANCE UNIT
 RESOURCE MANAGEMENT AND UTILIZATION DIVISION



Contract Compliance Form – Residential Treatment Services RTS

Provider: _____
Location: _____
Service: _____
Time of Visit: _____
Date of Compliance Visit: _____
COTR: _____

Contract Compliance Item #	Contract Compliance Item	Compliance	Non-Compliance	Comments
C.6	Residential Treatment Services			
C.6.1	The Provider shall provide or maintain the ability to provide a broad spectrum of developmentally sound programs and services to meet the diverse unique needs of the committed and detained youth and their families.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2	The provider shall develop and provide residential treatment services, at a minimum, include the following services in support of the habilitation of each youth:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.1	Room and Board			

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C.6.2.1.1	The Provider shall provide a facility that meets all licensing, registration, occupancy requirements, building safety, fire, health, sanitation codes, and all other required certifications as prescribed by the governing jurisdiction. The Provider shall maintain current required permits and licenses for each facility utilized in the provision of services under the Human Care Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.1.2	The Provider's facilities shall include adequate space, as well as furnishings that are well maintained. The Provider's facilities shall meet all applicable federal, state and local regulations for the intended use throughout the duration of the Human Care Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.1.3	All facilities offered for providing services under this Human Care Agreement shall be accessible to persons with mobility limitations, consistent with Public Law 101-336, and Americans with Disabilities Act, (Applicable Document 8).	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.1.4	The Provider shall ensure that an emergency site facility is available for the provision of services under the Human Care Agreement should the primary facility become unavailable	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.1.5	The Provider shall provide, at no additional cost to the District, supplies and services routinely needed for maintenance and operation of the facility; including security, janitorial services, trash pick-up, laundry, and linens.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.1.6	The Provider shall provide accommodations for meals and snacks that consist of a well balanced diet containing an adequate amount of food and calories. The Provider shall develop and follow a written plan for nutritional services, including planning.	<input type="checkbox"/>	<input type="checkbox"/>	

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	budgeting for the youths' dietary needs, purchasing, storing, preparing, and serving the food.	<input type="checkbox"/>		
C.6.2.2	Mental Health Services			
C.6.2.2.1	The Provider shall provide access to mental health services by individuals or agencies certified as Medicaid providers	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.2	The Provider shall be responsible for providing access to the mental health services identified in the youth's ITP in order to meet the mental health needs of the youth, to advance the youth's ability to function adaptively in the community and to support the youth's progress toward achieving individualized long and short-term goals.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.3	The Provider shall ensure the routine provision of clinical and mental health services to be facilitated by the mental health providers including at a minimum the following:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.3.1	Access to emergency mental health services on a 24-hour a day, 7 days per week basis;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.3.2	Clinical consultation with youth, parent(s) or guardian(s) and staff;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.3.3	Individual treatment, including therapy, counseling for individuals, families, and groups;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.4	A standardized system for collecting, recording, and conveying each resident's essential mental health information consistent with the Health Insurance Portability and Accountability Act (HIPAA) requirements;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.2.5	Consistent case running notes, planning team minutes detailing the youth's name, date, time, service provider's name, and a brief summary of the intervention.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.3	Substance Abuse Education/Prevention/Screens			

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C.6.2.3.1	The Provider shall provide substance abuse education, prevention services to inform youth, and families of the prevalence of the relationship that exist between substance abuse, delinquent behavior, and the consequences of substance abuse to support the development of improved decision making skills.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.3.2	The Provider shall at a minimum provide the following:			
C.6.2.3.2.1	Forum for youth to address the substance abuse or addictive environments in the youth's home and strategies to break the cycle of addiction that typically exist:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.3.2.2	Activities for youth to increase knowledge of substance abuse, the potential physical and mental consequences that accompany addiction:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.3.2.3	Opportunities for youth and family to identify, build coping, and resiliency skills to prevent substance abuse, learn to say no when consistently faced with peer pressure; and	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.3.2.4	Activities that encourage and explore the availability of and benefit of alternatives to the recreational use of substance abuse.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.3.2.5	Urinalysis screenings to determine if a youth has used drugs or alcohol.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4	Educational Instruction and Support Services			
C.6.2.4.1	The Provider shall provide access to academic instruction in an accredited school program. The Provider shall, at a minimum, provide educational services that are:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.1.2	Delivered based upon the youth's academic level of functioning, as indicated in assessments, school transcripts, and Individualized Educational Plans:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.1.3	Provided by qualified and certified educational staff;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.1.4	Available to youth on all instructional calendar days; and	<input type="checkbox"/>	<input type="checkbox"/>	

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C.6.2.4.1.5	Commensurate with the requirements DC Public Schools graduation requirements that allow youth to earn Carnegie Units for high school course work.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.2	The Provider shall ensure that its educational support services include, but not limited to, interventions, activities that address academic skill enhancement, academic aspirations, and homework assistance.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.3	The Provider's educational support services shall include individualized approaches or use of non-traditional materials and methods, i.e., computers, mentors, tutors, kinesthetic activities, applicable to address the youth's unique learning styles, and possible learning disabilities.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.4	The Provider's educational support services shall facilitate academic skill enhancement activities, homework assistance that provides innovative strategies, individualized attention, and contextual learning.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.5	The Provider's educational and support services shall facilitate academic aspiration related activities that offer an academically challenging programmatic content, identify requirements for admission to technical training programs, colleges, trade schools, assistance in applying for educational programs, and financial aid.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.4.6	The Provider shall ensure that the educational support services incorporate interventions that draw on cognitive skills, talents transferable to school lessons, such as creative writing, homework sessions, leisure reading, experiential learning, technology guided learning, and educational games.	<input type="checkbox"/>	<input type="checkbox"/>	

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C.6.2.4.7	The Provider shall deliver educational support services that include, but are not limited to, in collaboration with the appropriate District of Columbia Public Schools (DCPS) official or local school official identified by the youth's DYRS or Court Social Services (CSS) worker.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.5	Vocational Awareness and Training	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.5.1	The Provider shall provide career exploration and employment services for youth in support of the youth's competency development, attainment of the critical goal to obtain, and maintain legitimate legal employment. The services should at a minimum establish or provide the following:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.5.1.1	Partnerships and relationships with community organizations, businesses that provide or are involved with employment services for youth;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.5.1.2	Opportunities to develop employment related knowledge, skills in areas of interest, and aptitude;	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.5.1.3	Skill building opportunities related to preparation to obtaining employment and retaining employment; and	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.5.1.4	Activities that encourage, explore vocational, career exploration demonstrating the availability of legitimate legal employment and positive career choices available.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.6	Youth Development Services			
C.6.2.6.1	The Provider shall ensure that youth development services are delivered from an asset based approach with emphasis on building positive attitudes, behaviors, skills that foster increased awareness of healthy, conventional standards, improved family communication, decreased involvement in risky behaviors, increased self-esteem, increased personal control, increased optimism for the future, and increased involvement in structured activities.	<input type="checkbox"/>	<input type="checkbox"/>	

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C.6.2.6.2	The Provider shall ensure that youth development services include, but are not limited to social, cultural, recreational enrichment activities that foster enhancement of social competency, coping strategies, and moral conduct as follows	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.6.2.1	Social Skill Development The Provider shall provide pro-social services aimed at developing life skills to youth referred by DYRS. The Provider shall provide services that include, interventions that address adolescent development, managing conflict, character development, effective communication, and community involvement.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.6.2.2	Cultural Enrichment The Provider's programmatic services shall facilitate cultural enrichment opportunities that include, interventions reflecting multicultural awareness, cultural pride, ethnic history, dance, drama, music, visual arts, hip hop, and spoken word (poetry).	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.6.2.3	Recreational Activities The Provider's programmatic services shall facilitate recreational activities that include, sports, board games, arts, and crafts that are age appropriate and representative of the youth's interests and needs.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.7	Independent Living Skills			
C.6.2.7.1	The Provider shall provide services that prepare youth to become self-sufficient, to include, meal preparation, bathing, dressing, shopping, managing finances, and household chores.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.8	Transportation Services			

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C.6.2.8.1	The Provider shall provide or arrange for transportation necessary to implement each resident's ITP; including, routine health care appointments, emergency health care, relative visitation, therapy/counseling appointments, pre-admission/post-discharge placements, court appearances, cultural/social outings, daily school attendance, and extracurricular activities	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.8.2	The facility shall provide vehicles for the transportation of residents and staff in their work with the residents. Such vehicles shall include all safety devices required by law.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.9	Medical and Health Services:			
C.6.2.9.1	The Provider shall cooperate with DYRS to meet youth's preventative, routine and emergency health needs to include the initial medical screen, comprehensive medical, dental examinations, routine medical, dental examinations, maintenance of required immunizations, vision, hearing examinations, maintenance storage, supervision, and administration of prescription medications. Medical and health services shall at a minimum be delivered in compliance with the following:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.9.1	Obtain emergency medical care through a local hospital:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.9.2	Provide the hospital with the youth's D.C. Medicaid Identification Number. Emergency medical services are billable to D.C. Medicaid.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.9.3	Obtain pre-authorization from the youth's DYRS case manager before obtaining non-emergency medical and dental treatment.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.9.4	Obtain medical care through DC certified Medicaid Providers for routine medical care, if the Medicaid providers are within 50 miles of the youth's placement facility.	<input type="checkbox"/>	<input type="checkbox"/>	

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C.6.2.9.5	Submit pre-authorized non-emergency medical or dental visit treatment Providers' invoices to DYRS for payment.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.10	<p style="text-align: center;">Behavior Modification Plan</p> The Provider shall develop and implement a Behavior Modification System designed to provide a systematic, positive and consistent approach for reinforcing positive behaviors, correcting problem behaviors, and teaching appropriate alternative behaviors	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11	Case Management Services			
C.6.2.11.1	The Provider shall provide services in accordance with its Program Description(s), which is incorporated into this Human Care Agreement. At a minimum, the Provider shall provide the following for youth: Orientation to the facility's procedures, rules, programs, and services.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.2	Screening and assessments appropriate for the services to be provided.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.3	Comprehensive case files for each youth including historical, background, and other relevant information received from DYRS case managers. Case files shall be maintained in a manner that is organized and representative of the youth's progress based on the youth's prescribed Individualized Treatment Plan (ITP) and updates to the ITP.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.4	Classification and placement consistent with the appropriate level of supervision with programming based on historical, medical, other information obtained through screening, and assessments	<input type="checkbox"/>	<input type="checkbox"/>	
C. 6.2.11.1.5	An ITP identifying each youth's strengths, weaknesses, establishing short, long term treatment goals, objectives, target dates, and outcomes. The ITP shall include, at a minimum, the following:	<input type="checkbox"/>	<input type="checkbox"/>	

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C.6.2.11.1.6	Structured programs, activities, professional services considering the strengths of the youth, and ITP treatment strategies	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.7	Professional services necessary to meet and support the treatment objectives and strategies described in the ITP:	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.8	Individualized Education Plan (IEP) updates in collaboration with the District of Columbia Public School System's Office of Special Education as applicable.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.9	Monthly progress report to document youth's progress in each identified area of treatment, i.e. individual, group, family therapy, substance abuse interventions, educational services, vocational support, health/medical updates, youth development interventions, independent living skills training, behavior, unusual incidents, abscondance, and updated treatment strategies.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.10	The Provider shall participate in Youth Family Team Meetings hosted by DYRS to develop and/or modify the youth's individualized service plan. The meetings are to be conducted with full participation by the youth and family members. Team consensus will determine the goals, objectives, and strategies of the plan.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.1.11	Transitional plan and services consisting of a structured plan to include, recommendations for successful community reintegration beginning 90 days before projected release date. The plan shall include counseling, related activities geared toward the youth's returning to his home, community based setting, and home school/alternative school setting. The plan shall also address strategies to sustain treatment progress achieved during out-of-home residential placement.	<input type="checkbox"/>	<input type="checkbox"/>	

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C.6.2.11.1.12	Discharge package submitted to the DYRS case manager 60 days before youth's planned discharge. The discharge package shall include a report on the youth's treatment, progress, exit medical exam documentation, school transcripts including credits earned, updated, and transitional HEP. When applicable updated psychological and psychiatric assessments, with recommended after care services.	<input type="checkbox"/>	<input type="checkbox"/>	
C.6.2.11.2	The Provider shall not eject any youth referred by DYRS under the age of eighteen (18) years from services or treatment unless he or she poses a danger to himself/herself or others. If a youth under the age of eighteen (18) years requires placement in another location while receiving service or treatment, the Provider shall contact DYRS orally and in writing to receive prior authorization of the relocation, except in situation requiring emergency health or mental health services. In emergent situations, the services should be obtained and notifications are to be made to DYRS by the end of the tour of duty of the staff designated to manage the emergency.	<input type="checkbox"/>	<input type="checkbox"/>	
C.7	Specialized Residential Treatment Services The Provider's specialized treatment services shall meet the requirements in C.6 in addition to providing intensive services in one or more of the following categories of therapeutic service delivery:	<input type="checkbox"/>	<input type="checkbox"/>	
C.7.1	Specialized residential treatment services for delinquent youth who are pregnant or with a dependent child(ren);	<input type="checkbox"/>	<input type="checkbox"/>	
C.7.2	Specialized residential treatment services to address sex offending and sexual predatory behaviors;	<input type="checkbox"/>	<input type="checkbox"/>	
C.7.3	Specialized residential treatment services to address fire setting/pyromania behaviors;	<input type="checkbox"/>	<input type="checkbox"/>	

Contract Compliance Item #	Contract Compliance Item	Compliance	Non-Compliance	Comments
C.7.4.	Specialized residential treatment services to address substance dependency;	<input type="checkbox"/>	<input type="checkbox"/>	
C.7.5	Specialized residential treatment services to address developmental delay and mental retardation;	<input type="checkbox"/>	<input type="checkbox"/>	
C.7.6	Specialized residential treatment services to address co-occurring disorders, such as substance abuse and mental and emotional disturbances; and	<input type="checkbox"/>	<input type="checkbox"/>	
C.7.7	Specialized residential treatment services to address posttraumatic stress disorder.	<input type="checkbox"/>	<input type="checkbox"/>	
C.8	Family Involvement			
C.8.1	The Provider shall provide services that encourage, promote family involvement in the development of youth's competencies, and recognize that improved family relations typically contribute to the youth's overall development.	<input type="checkbox"/>	<input type="checkbox"/>	
C.8.2	The Provider shall employ, when appropriate, and delineate in the youth's IWP a family focused approach to care that includes the parents, family members and other significant individuals in the youth's life, such as mentors.	<input type="checkbox"/>	<input type="checkbox"/>	
C.8.3	The Provider shall at a minimum provide the following:			
C.8.3.1	Coordination with the DYRS Case Manager to determine appropriate level of family support needed to support the competency development and skill building of the youth;	<input type="checkbox"/>	<input type="checkbox"/>	
C.8.3.2	Inclusion of youth and family in initial, regular planning, progress review meeting including the development of the IWP, and the Discharge Meeting;	<input type="checkbox"/>	<input type="checkbox"/>	

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C.8.3.4	Basic skills in parent coaching, problem solving, mentoring to strengthen family, parenting skills, as needed, on an individual basis; recommended aftercare support services to provide youth and families the support necessary to maintain, and reinforce progress achieved.	<input type="checkbox"/>	<input type="checkbox"/>	
C.8.3.6	Opportunities for phone interaction between the youth and relatives as well as relevant others as approved by the DYRS Case Manager;	<input type="checkbox"/>	<input type="checkbox"/>	
C.9	Quality Assurance System			
C.9.1	The Provider shall develop and implement a quality assurance system to ensure the delivery of quality, comprehensive, services by qualified well-trained staff in an environment that encourages, and promotes the development of the youth.	<input type="checkbox"/>	<input type="checkbox"/>	
C.9.2	The Provider's quality assurance system shall recognize successful, effective areas of the Provider's service delivery, approach, identify areas of concern or possible deficiencies, potential improvements to the Provider's service delivery methodology, and approach.	<input type="checkbox"/>	<input type="checkbox"/>	
C.10	Staff			
C.10.2	The Provider's specific requirements regarding staff include the following:	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.2.1	The Provider shall provide qualified personnel, as established by the industry standards, local jurisdiction's certification, licensing boards, to support the treatment, and facilitative needs of each youth. Staff shall have the requisite qualifications to provide services to the population(s) designated by the Provider in the Human Care Agreement Provider Qualification Record (CQR), which is incorporated into the Agreement as Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	

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C.10.2.2	The Provider shall have culturally sensitive and competent staff that is trained to care for a predominantly African-American inner-city population as well as a minimal number of Latino youth; requiring language accommodations.	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.3	The Provider shall recruit and employ staff meeting the following minimum requirements:	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.3.1	Administrator - shall have a master's degree in social work or related area of study from an accredited college or university, significant experience in the management of juvenile justice services; supervision of personnel of staff providing juvenile justice and/or mental health services, and at least two (2) years of experience in the management or supervision of child/youth care personnel, and programs	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.3.2	Case Management - shall have at least a bachelor's degree in social work or related area of study from an accredited college or university, significant experience working in juvenile justice and/or mental health services, or coursework in sociology, criminal justice, psychology or related field, experience with the juvenile justice, mental health or at risk population within the last three (3) years;	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.3.3	Professional Services Staff - including psychological, psychiatric, medical, dental, nursing, social work, education; shall have a professional degree in his or her respective field from an accredited college or university and an appropriate valid license or certificate, if required by law;	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.3.4	Direct Care - providing monitoring, supervision, direct care shall be at least 21 years of age, and shall have a high school diploma or General Equivalency Diploma (GED);	<input type="checkbox"/>	<input type="checkbox"/>	

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C.10.3.5	Food Handlers - shall have a valid Food Handler's Certificate issued by certification authority of the local jurisdiction. This staff person shall be responsible for implementing the nutritional service plan inclusive of 3 regularly scheduled meals per day and snacks; maintaining a 30 day calendar of meals.	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.3.6	Medication Administration - shall be provided by a dentist, physician, physician's assistant, registered nurse, or practical nurse that is a licensed health professional in accordance with the local jurisdiction's licensing and certification authority.	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.4	The Provider shall ensure that the social services, professional services, direct care staff possess, maintain certifications in Cardio-Pulmonary Resuscitation (CPR), and First Aid. Additionally, staff members whose job responsibilities require driving or transporting of youth on behalf of the Provider shall have a valid driver's license.	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.5	The Provider shall make available to the Contracting Officer's Technical Representative (COTR) for review upon request, all personnel materials, including the individual personnel file for each employee providing services under this Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
C.10.6	Notify DYRS of key staff changes within 24 business hours. Key staff include administrators, executive level managers, middle managers responsible for supervision of professional, case management, and direct care staff.	<input type="checkbox"/>	<input type="checkbox"/>	
C.11	Staff Development and Training			
C.11.1	The Provider shall develop, maintain staff development, and train to provide the Provider's staff with the ability, opportunities to demonstrate an on-going commitment to	<input type="checkbox"/>	<input type="checkbox"/>	

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	refining skills through instructional and educational training as well as training resulting from clinical supervision.			
C.12	Staff Orientation			
C.12.1	The Provider shall develop a curriculum; provide all current and future staff to perform services under this Agreement an orientation prior to delivering services under this Agreement. The staff orientation shall, among other things, establish, promote a staff philosophy that discourages defensiveness, minimizes aggression from staff, focusing instead on the identification of and meeting of the needs of the youth, and building upon the youth's strengths	<input type="checkbox"/>	<input type="checkbox"/>	
C.13	In-Service Training			
C.13.1	The Provider's shall provide at a minimum 40 hours of in-service training each year, coinciding with the period of performance of the Agreement, for the Case Management, Professional Services, and Direct Care staff performing services under the Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
C.14	Staff Policies			
C.14.1	The Provider shall develop, maintain policies, procedures that address the recruitment, selection, and retention of qualified staff.	<input type="checkbox"/>	<input type="checkbox"/>	
C.14.2	The Provider's staff policies shall include at a minimum, the following:	<input type="checkbox"/>	<input type="checkbox"/>	
C.14.2.1	Statement of staff policies regarding vacations, sick leave, holidays, employee benefits, and performance evaluations	<input type="checkbox"/>	<input type="checkbox"/>	
C.14.2.2	Maintenance of staff records including applications, licenses, certifications, security, medical clearances, and in-service training completed;	<input type="checkbox"/>	<input type="checkbox"/>	
C.14.2.3	Maintenance of documentation verifying, confirming satisfactory criminal background, child protection register check, medical examination, drug, and alcohol screening	<input type="checkbox"/>	<input type="checkbox"/>	

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C.14.2.4	Maintenance of documentation verifying, confirming professional, and personal references for new staff members;	<input type="checkbox"/>	<input type="checkbox"/>	
C. 14.2.5	Develop and provide position specific position descriptions describing at a minimum the minimum qualifications, functional responsibilities, expected contributions to the delivery of services, performance expectations, and the in-service training requirements for each position; a minimum the minimum qualifications, functional responsibilities, expected contributions to the delivery of services, performance expectations, and the in-service training requirements for each position;	<input type="checkbox"/>	<input type="checkbox"/>	
C.14.2.6	Maintenance of daily staff time sheets that include date, shift, staff member's name, sign-in, and sign-out times.	<input type="checkbox"/>	<input type="checkbox"/>	
C.14.3	The Provider shall develop and implement policies, procedures, and plans to provide for the health, safety, and welfare of youth placed in the Provider's facility.	<input type="checkbox"/>	<input type="checkbox"/>	
C.15.1	The Provider shall adhere to the following staff security requirements:	<input type="checkbox"/>	<input type="checkbox"/>	
C.15.1.1	In accordance with DC Official Code 44-552 et seq., (Applicable Document # 9) the Provider shall conduct routine pre-employment criminal record background checks of the Provider's administrator, case management, professional services, direct care staff, and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone and obtained a clean/clear background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not	<input type="checkbox"/>	<input type="checkbox"/>	

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	have any convictions relative to abuse or harming children, elders, animals, or any of the other offenses enumerated in DC Official Code 44-551 et. seq.(Applicable Document #9)			
C.15.1.2	The Provider shall provide copies of the certified criminal history records of Provider staff to perform services under this Human Care Agreement. Any conviction or arrest of the Provider's employees shall be reported to DYRS. DYRS which shall determine the employee's suitability for performance under this Human Care Agreement and notify the Provider.	<input type="checkbox"/>	<input type="checkbox"/>	
C.15.1.3	The Provider shall conduct criminal record background checks on an annual basis for all Provider staff. The Provider shall disclose to DYRS Risk Management Unit through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of the Provider's employees to the risk manager, who will determine the employee's suitability for continued performance under this Human Care Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
C.16	Facility Operations			
C.16.1	The Provider shall, at a minimum, provide or maintain the following facility operations to support the delivery of treatment services for youth:	<input type="checkbox"/>	<input type="checkbox"/>	
C.16.1.1	Facility rules of conduct to provide for the general welfare, constitutional rights of youth; while recognizing, maintaining required order, and structure. The rules of conduct shall, at a minimum address the rights, responsibilities of youth, staff, including prohibited acts, rewards, sanctions, and grievance procedures. The Provider's published rules of conduct shall be available for review upon the request of the COTR.	<input type="checkbox"/>	<input type="checkbox"/>	

Contract Compliance Item #	Contract Compliance Item	Compliance <input type="checkbox"/>	Non-Compliance <input type="checkbox"/>	Comments
C.16.1.2	Policies and procedures manual(s) that, at a minimum, provide details describing program management, admissions, living environment, case management, behavior management, food services, health services, program security, program safety, staff development, employee recruitment, selection and retention, youth transportation, medication management, and conditional release. The Provider's policies and procedures manual(s) shall be available for review upon the request of the COTR.	<input type="checkbox"/>	<input type="checkbox"/>	
C.16.1.3	Provide well-balanced meals that are planned and approved by a registered dietitian, nutritionist, or physician. The meals shall be of sufficient quantity and quality to meet the need of youth. Additionally, the Provider's food handlers/preparation staff shall meet compliance standards of the governing jurisdiction.	<input type="checkbox"/>	<input type="checkbox"/>	
C.16.1.4	Maintain an emergency plan approved by local fire officials that clearly documents emergency preparedness, which includes information about the emergency site facility described in C.16.4. The Provider's emergency preparedness plan shall be available for review upon the request of the COTR. The emergency plan shall be reviewed annually, updated as necessary, and redistributed as changes occur.	<input type="checkbox"/>	<input type="checkbox"/>	
C.16.1.5	Conspicuously post an emergency plan showing the location of exits, fire extinguishers, and first aid equipment in each facility utilized for the provision of services under this Human Care Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	

Contract Compliance Item #	Contract Compliance Item	Compliance <input type="checkbox"/>	Non-Compliance <input type="checkbox"/>	Comments
C.16.1.6	Adhere to requirements to report all unusual or critical incidents including abscondance involving youth referred by the District in accordance with the Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the Lashawn General Receivership on Behalf of the Child and Family Services Agency, the Department of Youth Rehabilitation Services, (Applicable Document # 4), The Department of Youth Rehabilitation Services Youth Services Administration (Absconder Report procedures and guidelines) and, DYRS Procedures for Reporting Unusual Incidents (Applicable Document # 5) which is incorporated into the Human Care Agreement as Attachments 5 and 8 respectively.	<input type="checkbox"/>	<input type="checkbox"/>	
C.16.2	The Provider's facility shall play a critical role in the habilitation of youth and families not simply by fulfilling basic human needs such as shelter, safety, the facility shall play a broader role in the development, and habilitation of the youth. The facility shall provide a homelike setting that through the layout, design, other amenities contributes to the rehabilitation of youth by supporting the delivery of programs and services in the youth's ITP.	<input type="checkbox"/>	<input type="checkbox"/>	

Signature of COTR or Contracting Services Specialist

Signature of Provider Representative

Unusual Incidents & After Hours Emergencies Protocol

Department of Youth Rehabilitation Services
(DYRS)

December 18, 2006

DYRS Unusual Incidents & After Hours Emergencies Protocol

A. Unusual Incidents: Monday-Friday 8:15AM- 4: 45PM

Any Community Based Residential Facility Program. when involved or confronted with an unusual incident (UI). MUST:

* Notify DYRS immediately by calling 202.724.6665 or 202.576.5178.

The DYRS staff person who receives the call MUST:

Call Receipt

1. Log Date and Time of Call
2. Record all *relevant information*: name of caller, nature of Unusual Incident (UI); exact site where incident occurred; and on-site action taken in response to UI (i.e. were police, ambulance, etc. summoned)
3. Connect caller to appropriate manager or office
4. Provide caller with specific contact information and direction on handling the UI
5. Instruct caller to fax a copy of the UI Report to 202-724-1476

Call Termination

1. Complete *log* documentation (includes actions or recommendations given the caller)
2. Forward the UI report and log data to the Quality Assurance Unit (QAU) within one (1) hour of the initial call (or prior to shift ending)

Quality Assurance Unit Must:

1. Review and disseminate UI report to appropriate designee in the Office of the Chief of Committed or Detained services; Monitor(s), and/or Facility, within one (1) business day.

6. After Hours Emergencies (Unusual Incidents)

After hour incidents are those which occur Monday through Thursday, 4: 45PM to 8:15AM, Friday. 4:45 PM to Monday, 8:15AM and all day on holidays. An Emergency is any Unusual Incident that occurs after hours.

Any Community Based Residential Facility Program, when involved or confronted with an after hour emergency major UI MUST:

- Notify DYRS immediately by calling 202.576.5178

The DYRS staff person who receives the call MUST:

- Notify the Duty Officer (monthly designated DYRS Executive or Manager) if an emergency occurs that requires police presence, paramedics, an ambulance, and or the Fire department at a DYRS facility. For all other emergency UI calls the DYRS staff person receiving the call MUST:

1. Make a determination as to whether the emergency UI requires immediate notification to, or action, response by, the duty officer. Factors to be considered are:
 - a. Is the situation a real emergency or an unusual incident that has already been resolved?
 - b. Does the situation warrant an action only a person in a decision-making capacity can make happen?
 - c. Are there outstanding physical or mental issues?
 - d. Can the paperwork and any other follow-up tasks take place within regular" working hours?
2. Complete log documentation (includes actions or recommendations given the caller
3. Forward the UI report and log data to the Quality Assurance Unit (QAU) within one (1) hour of the initial call (or prior to shift ending)

Quality Assurance Unit Must:

- I. Review and disseminate UI report to appropriate designee in the Office of the Chief of Committed or Detained services; Monitor(s), and/or Facility, within one (1) business *day*

Important Numbers

To report UI between the hours of M-F, 8:15AM-4:45PM

WHO	Contact#
Community-Based Residential Facility/Program	202-724-6665 450 H Street Location
DYRS Staff	

To report After Hours Emergencies M-Th, 4:45 P to 8:15a
Fri, 4:45PM – Mon 8:45AM and all holidays

WHO	Contact#
Community-Based Residential Facility/Program	202-576-5178 (hotline at YSC Control Center located at 1000 Mt. Olivet Rd, NE)

DEPARTMENT OF YOUTH REHABILITATION SERVICES
 COMMITTED AND DETAINED SERVICES ADMININSTRATIONS
COMMUNICATION/NOTIFICATION SHEET

Name of Facility & Person Making Notice _____ Date/Time _____

Name of Youth (if applicable) _____ Worker _____

Type of Incident _____

Date of Incident _____ Time of Incident _____

Name of Official/Agency	Telephone Number	Person Notified	Time	Remarks
Police, Other Emergency Authorities	911/ 311			
DYRS, Committed and Detained Services				
Monday – Friday 8:15am – 4:45pm	(202) 724-6665			
Monday – Friday 4:45pm – 8:15am, Weekends & Holidays	(202) 576-5178			
Abscondance Unit	(202) 508-1731			
OAG	(202) 741-5950			
Juvenile Neglect Clerk	(202) 879-0099/ (202) 737-0807			
RMUD Unit	(202) 724-1476			

An Unusual Incident Report must be completed prior to ending of the tour of duty and immediately faxed (with the Notification Sheet attached) to the DYRS Revenue Maximization Unit (RMUD) at (202) 724-1476.

All abscondance notifications, Requests for Custody Orders and Requests for Withdrawal of Custody Orders must be faxed to both the Abscondance Unit and the Juvenile Neglect Clerk.

DYRS will notify the Mayor’s Command Center and the Office of Inspection and Compliance

when warranted. The Mayor's Command Center will inform the DYRS Director on weekends and after 4:45pm Monday – Friday.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
 Department of Youth Rehabilitation Services
UNUSUAL INCIDENT (UI) REPORT

Reporting Information

Name of Facility:	Location of Incident:
Reporter:	Title:
Date of Incident:	Time of Incident:
Status:	Category:
Youth Segregated :	Medical Attention Needed:

Type of Incident (mark all that apply)

<u>CRITICAL INCIDENTS</u>	
Accident: Posing or Causing Significant Injury	Major Physical Plant Emergency Conditions
Extraordinary Event (Posing Serious Harm to Youth or Staff)	Riot
Death	Serious Assault (Significant Injury, multiple assailants, use of weapon)
Significant Destruction of Property	Significant Operation Breakdown
Fire or Arson	Suicide or Suicide Attempt (Not Gesture)
Major Contraband (Weapons, Money >\$5, Drugs, Alcohol)	
<u>UNUSUAL INCIDENTS</u>	
Abscondance	Insubordination
Accident	Property Destruction
Arrest	Return from Abscondance
Assault – Staff on Youth	School Issue
Assault – Youth on Youth	Theft
Contraband – Non Critical	Threats
Curfew Violation	Time Out
Environmental- Non Critical	Truancy
Illness	

Youth Data

Name	X-Ref Number	Sex	Race	Date of Birth	Date of Placement

Description of Incident and Action taken (In the space below describe the: who, what, when, where and how of the incident and steps taken to address the incident, including notification to other persons and/or agencies.) Use additional sheets/attachments if necessary.

JUVENILE/NEGLECT ABSCONDER

District of Columbia – Department of Youth Rehabilitation Services

TO: Superior Court of the District of Columbia Family Division Juvenile Neglect Branch 500 Indiana Ave., NW Room 4310 Washington, DC 20001 Phone: 202-879-1319 Fax: 202-879-0099 Backup Fax: 202-737-0807		Date: _____ Time: _____	CCN #: _____									
Respondent's Name: (Last, First, Middle Initial)	Docket Number:	Xref/Social File Number:	Race:	Height:								
			DOB:	Weight:								
Respondent's Home Address and Telephone Number:												
Parent's/Guardians' Name, Address and Telephone Number:												
Name, Address and Telephone Number of Facility from which Respondent Absconded:												
Date and Time of Absconding:												
Is the respondent a suicide risk? _____ Yes _____ No If yes, please explain:												
Does the respondent have any health problems? _____ Yes _____ No Is the respondent taking any medication? _____ Yes _____ No If the answer to any of these questions is yes, Please explain:												
Special Instructions: (Places Frequented; Regular Companions; Boyfriend/Girlfriend; Visible Scars; etc.)												
Name, Address and Telephone Number of Respondent's Attorney:												
Custody Order Requested by: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><u>Printed Name:</u></td> <td style="width: 33%; border: none;"><u>Signature:</u></td> <td style="width: 15%; border: none;"><u>Phone Number:</u></td> <td style="width: 19%; border: none;"><u>Date:</u></td> </tr> <tr> <td style="border: none;"> </td> <td style="border: none;"> </td> <td style="border: none;"> </td> <td style="border: none;"> </td> </tr> </table>					<u>Printed Name:</u>	<u>Signature:</u>	<u>Phone Number:</u>	<u>Date:</u>				
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Supervisor of Requestor: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><u>Printed Name:</u></td> <td style="width: 33%; border: none;"><u>Signature:</u></td> <td style="width: 15%; border: none;"><u>Phone Number:</u></td> <td style="width: 19%; border: none;"><u>Date:</u></td> </tr> <tr> <td style="border: none;"> </td> <td style="border: none;"> </td> <td style="border: none;"> </td> <td style="border: none;"> </td> </tr> </table>					<u>Printed Name:</u>	<u>Signature:</u>	<u>Phone Number:</u>	<u>Date:</u>				
<u>Printed Name:</u>	<u>Signature:</u>	<u>Phone Number:</u>	<u>Date:</u>									
Fax to DYRS Committed Services at 202-724-1476 and DYRS Detained Services at 202-576-8452												

Fax to DYRS Absconder Unit at 202-508-1731
Fax to Office of Attorney General (OAG) at 202-741-5950

Revised 07/18/08

EXHIBIT A

**REQUEST FOR THE WITHDRAWAL OF A CUSTODY ORDER FOR A
JUVENILE/NEGLECT ABSCONDER**

District of Columbia – Department of Youth Rehabilitation Services

TO: Superior Court of the District of Columbia Family Division Juvenile Neglect Branch 500 Indiana Ave., NW Room 4310 Washington, DC 20001 Phone: 202-879-1319 Fax: 202-879-0099 Backup Fax: 202-737-0807		Date: _____ Time: _____	CCN #: _____								
Respondent's Name: (Last, First, Middle Initial)	Docket Number:	Xref/Social File Number:	DOB:								
Date Request for Custody Order Issued:											
Name of the Facility Requesting the Withdrawal of the Custody Order:											
Address of the Facility:											
Telephone Number of the Facility:											
Circumstances Surrounding Reason for the Withdrawal:											
Name and Telephone Number of Social Worker/Probation Officer:											
Name and Telephone Number of Attorney:											
Custody Order Requested by: <table style="width:100%; border:none;"> <tr> <td style="width:33%;"><u>Printed Name:</u></td> <td style="width:33%;"><u>Signature:</u></td> <td style="width:17%;"><u>Phone Number:</u></td> <td style="width:17%;"><u>Date:</u></td> </tr> <tr style="height: 20px;"> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				<u>Printed Name:</u>	<u>Signature:</u>	<u>Phone Number:</u>	<u>Date:</u>				
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Supervisor of Requestor: <table style="width:100%; border:none;"> <tr> <td style="width:33%;"><u>Printed Name:</u></td> <td style="width:33%;"><u>Signature:</u></td> <td style="width:17%;"><u>Phone Number:</u></td> <td style="width:17%;"><u>Date:</u></td> </tr> <tr style="height: 20px;"> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				<u>Printed Name:</u>	<u>Signature:</u>	<u>Phone Number:</u>	<u>Date:</u>				
<u>Printed Name:</u>	<u>Signature:</u>	<u>Phone Number:</u>	<u>Date:</u>								
Fax to DYRS Committed Services at 202-724-1476 and DYRS Detained Services at 202-576-8452 Fax to DYRS Absconder Unit at 202-508-1731 Fax to Office of Attorney General (OAG) at 202-741-5950											

Please present the child for a hearing before me on _____ at _____ A.M. / P.M.

Quash Custody Order; no hearing necessary _____

Judge's Signature

Revised 07/18/08

EXHIBIT C

“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, 2008, the living wage rate is \$12.10 per hour.

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, 2008, the living wage rate is \$12.10 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.*