

ATTACHMENT 1

Government of the District of Columbia
Standard Contract Provisions for use with the
District of Columbia Government Supply and
Services Contracts dated March 2007

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
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STANDARD CONTRACT PROVISIONS

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1. **Covenant Against Contingent Fees:**

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

2. **Shipping Instructions – Consignment:**

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

3. **Patents:**

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

4. **Quality:**

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

5. **Inspection Of Supplies:**

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

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

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

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

6. Inspection Of Services:

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

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

7. **Waiver:**

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

8. **Default:**

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

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

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9. Indemnification:

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

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

10. Transfer:

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

11. Taxes:

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

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

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

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children's Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

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

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12. Appointment of Attorney:

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

13. District Employees Not To Benefit:

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

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

14. Disputes:

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

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

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

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

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

C. Claims by the District against a Contractor

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

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

15. Changes:

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

16. Termination For Convenience Of The District:

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

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

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

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

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

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

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

17. Recovery Of Debts Owed The District:

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

18. Retention and Examination Of Records:

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

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

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

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

19. Non-Discrimination Clause:

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

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- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
 - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

20. Definitions:

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

21. Health And Safety Standards:

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

22. Appropriation Of Funds:

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

23. Buy American Act:

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

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

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

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

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

24. Service Contract Act of 1965:

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

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

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

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

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

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

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

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

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

- (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
- (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

- (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

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

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

25. Cost and Pricing Data:

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

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

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

26. Multiyear Contract:

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

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

27. Termination Of Contracts For Certain Crimes And Violations:

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

ATTACHMENT 2

HUMAN CARE AGREEMENT CONTRACTOR
QUALIFICATION RECORD



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 March 2007. 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

| | | | |
|--------------------------|--|--------------------------|--|
| <input type="checkbox"/> | Did you include your Taxpayer Identification Number? | <input type="checkbox"/> | Did you attach a copy of your most recent Financial Statement? |
| <input type="checkbox"/> | Did you attach the information required in Section III, Disclosure Information, on page 2? | <input type="checkbox"/> | Did you attach a copy of all licenses and certifications, including any specialty certifications? |
| <input type="checkbox"/> | Did you list all personnel critical to the performance of your Organization in Section VI | <input type="checkbox"/> | Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility? |
| <input type="checkbox"/> | Did you attach a Certificate of Incorporation, if applicable? | <input type="checkbox"/> | Did you attach a Certificate of Good Standing, if applicable? |
| <input type="checkbox"/> | Did you attach a copy of your LSDBE certification, if applicable? | <input type="checkbox"/> | Did you attach or include your salary history, if applicable? |

FREQUENTLY ASKED QUESTIONS

| | | | |
|---|--|---|--|
| Q | Can I fax my application for processing? | A | No. Contractor Qualifications Records must contain original, not copied signatures. |
| Q | Is this form available electronically? | A | Yes, the Contractor Qualifications Record (CQR) is available on the Office of Contracting and Procurement web site, www.ocp@dc.gov . |
| Q | Who or what is an Individual? | A | The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be solo practitioner or a part of a group. |
| Q | Who or what is an Organization? | A | The term "organization" means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership. |



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: |
|--------------------------|--|--|

SECTION I - GENERAL INFORMATION

| | | | |
|---|--------------------------|---|--|
| 1. NAME OF INDIVIDUAL/ ORGANIZATION a. Name: b. Title: c. Physical Street Address: d. City, State & Zip Code: | | 2. TYPE OF ORGANIZATION (Please check the appropriate box.) <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 | |
| e. Office Phone: f. Office Facsimile No: g. E-Mail: | | 3. STATE OF INCORPORATION (Please check the appropriate box.) <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: | 6. DUNN & Bradstreet No: | 3. IS ORGANIZATION? <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> NON-PROFIT | |
| | | 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.: | 6. Fax No.: | 7. Telephone 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 Speciality, 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 Individual(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"/> Midwifery (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"/> Psychiatrist (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 |
|---------------------|-------|-----------|------|

(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 March 2007, 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 |
|---------------------|-------|-----------|------|

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 |
|---------------------|-------|-----------|------|

ATTACHMENT 3

Notice of Final Rulemaking, 27 DCMR,
Chapter 19, Section 1905.6, providing the
criteria for a determination of responsibility of
potential Providers

JUN 22 2001

(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 relating 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.

1906.9 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 4

U.S. Department of Labor Wage Determination
No. 2005-2103, Revision No. 8, dated May 26,
2009 issued by the U.S. Department of Labor in
accordance with the Service Contract Act of
1965, as amended (41 U.S.C. 351)

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

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

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

States: District of Columbia, Maryland, Virginia

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

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

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

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|--|-------|
| 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 | (see 1) 25.43 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 18.54 |
| 14160 - Personal Computer Support Technician | 25.69 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 35.71 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 43.84 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 52.55 |
| 15050 - Computer Based Training Specialist / Instructor | 34.39 |
| 15060 - Educational Technologist | 32.75 |
| 15070 - Flight Instructor (Pilot) | 52.55 |
| 15080 - Graphic Artist | 26.80 |
| 15090 - Technical Instructor | 25.08 |

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| 15095 - Technical Instructor/Course Developer | 30.67 |
| 15110 - Test Proctor | 20.20 |
| 15120 - Tutor | 20.20 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.44 |
| 16030 - Counter Attendant | 9.44 |
| 16040 - Dry Cleaner | 12.21 |
| 16070 - Finisher, Flatwork, Machine | 9.44 |
| 16090 - Presser, Hand | 9.44 |
| 16110 - Presser, Machine, Drycleaning | 9.44 |
| 16130 - Presser, Machine, Shirts | 9.44 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.44 |
| 16190 - Sewing Machine Operator | 13.07 |
| 16220 - Tailor | 13.90 |
| 16250 - Washer, Machine | 10.41 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 19.22 |
| 19040 - Tool And Die Maker | 23.38 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 17.90 |
| 21030 - Material Coordinator | 22.03 |
| 21040 - Material Expediter | 22.03 |
| 21050 - Material Handling Laborer | 12.92 |
| 21071 - Order Filler | 13.87 |
| 21080 - Production Line Worker (Food Processing) | 17.90 |
| 21110 - Shipping Packer | 14.46 |
| 21130 - Shipping/Receiving Clerk | 14.46 |
| 21140 - Store Worker I | 11.44 |
| 21150 - Stock Clerk | 16.46 |
| 21210 - Tools And Parts Attendant | 17.90 |
| 21410 - Warehouse Specialist | 17.90 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 25.68 |
| 23021 - Aircraft Mechanic I | 24.46 |
| 23022 - Aircraft Mechanic II | 25.68 |
| 23023 - Aircraft Mechanic III | 26.97 |
| 23040 - Aircraft Mechanic Helper | 16.61 |
| 23050 - Aircraft, Painter | 23.42 |
| 23060 - Aircraft Servicer | 18.71 |
| 23080 - Aircraft Worker | 19.90 |
| 23110 - Appliance Mechanic | 21.62 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 25.61 |
| 23130 - Carpenter, Maintenance | 20.99 |
| 23140 - Carpet Layer | 19.33 |
| 23160 - Electrician, Maintenance | 27.43 |
| 23181 - Electronics Technician Maintenance I | 23.70 |
| 23182 - Electronics Technician Maintenance II | 25.15 |
| 23183 - Electronics Technician Maintenance III | 26.50 |
| 23260 - Fabric Worker | 19.01 |
| 23290 - Fire Alarm System Mechanic | 22.78 |
| 23310 - Fire Extinguisher Repairer | 17.52 |
| 23311 - Fuel Distribution System Mechanic | 22.81 |
| 23312 - Fuel Distribution System Operator | 19.38 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 24.46 |
| 23381 - Ground Support Equipment Servicer | 18.71 |
| 23382 - Ground Support Equipment Worker | 19.90 |
| 23391 - Gunsmith I | 17.52 |
| 23392 - Gunsmith II | 20.38 |
| 23393 - Gunsmith III | 22.78 |

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| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 22.94 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 24.37 |
| 23430 - Heavy Equipment Mechanic | 22.78 |
| 23440 - Heavy Equipment Operator | 22.78 |
| 23460 - Instrument Mechanic | 22.59 |
| 23465 - Laboratory/Shelter Mechanic | 21.62 |
| 23470 - Laborer | 14.27 |
| 23510 - Locksmith | 21.11 |
| 23530 - Machinery Maintenance Mechanic | 22.99 |
| 23550 - Machinist, Maintenance | 21.78 |
| 23580 - Maintenance Trades Helper | 16.61 |
| 23591 - Metrology Technician I | 22.59 |
| 23592 - Metrology Technician II | 23.80 |
| 23593 - Metrology Technician III | 24.96 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.62 |
| 23790 - Pipefitter, Maintenance | 23.19 |
| 23810 - Plumber, Maintenance | 20.99 |
| 23820 - Pneudraulic Systems Mechanic | 22.78 |
| 23850 - Rigger | 22.78 |
| 23870 - Scale Mechanic | 20.38 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.78 |
| 23910 - Small Engine Mechanic | 20.38 |
| 23931 - Telecommunications Mechanic I | 27.74 |
| 23932 - Telecommunications Mechanic II | 29.24 |
| 23950 - Telephone Lineman | 26.38 |
| 23960 - Welder, Combination, Maintenance | 22.78 |
| 23965 - Well Driller | 22.78 |
| 23970 - Woodcraft Worker | 22.78 |
| 23980 - Woodworker | 17.52 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.52 |
| 24620 - Family Readiness And Support Services Coordinator | 15.68 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.10 |
| 25040 - Sewage Plant Operator | 20.73 |
| 25070 - Stationary Engineer | 27.10 |
| 25190 - Ventilation Equipment Tender | 19.08 |
| 25210 - Water Treatment Plant Operator | 20.73 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.57 |
| 27007 - Baggage Inspector | 12.66 |
| 27008 - Corrections Officer | 22.25 |
| 27010 - Court Security Officer | 23.33 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 22.25 |
| 27070 - Firefighter | 22.39 |
| 27101 - Guard I | 12.66 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 26.14 |
| 27132 - Police Officer II | 28.99 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |

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| 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 | |
| 29010 - Blocker And Bracer | 23.13 |
| 29020 - Hatch Tender | 23.13 |
| 29030 - Line Handler | 23.13 |
| 29041 - Stevedore I | 21.31 |
| 29042 - Stevedore II | 24.24 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 38.00 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 26.21 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.86 |
| 30021 - Archeological Technician I | 18.93 |
| 30022 - Archeological Technician II | 21.11 |
| 30023 - Archeological Technician III | 27.56 |
| 30030 - Cartographic Technician | 27.56 |
| 30040 - Civil Engineering Technician | 24.01 |
| 30061 - Drafter/CAD Operator I | 19.89 |
| 30062 - Drafter/CAD Operator II | 22.25 |
| 30063 - Drafter/CAD Operator III | 24.80 |
| 30064 - Drafter/CAD Operator IV | 30.52 |
| 30081 - Engineering Technician I | 21.63 |
| 30082 - Engineering Technician II | 24.29 |
| 30083 - Engineering Technician III | 27.17 |
| 30084 - Engineering Technician IV | 33.66 |
| 30085 - Engineering Technician V | 41.16 |
| 30086 - Engineering Technician VI | 49.81 |
| 30090 - Environmental Technician | 24.92 |
| 30210 - Laboratory Technician | 23.38 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30390 - Photo-Optics Technician | 27.56 |
| 30461 - Technical Writer I | 21.84 |
| 30462 - Technical Writer II | 26.70 |
| 30463 - Technical Writer III | 32.31 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.15 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 29.22 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 35.03 |
| 30494 - Unexploded (UXO) Safety Escort | 24.15 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.15 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 24.80 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 27.56 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 13.02 |
| 31030 - Bus Driver | 18.95 |
| 31043 - Driver Courier | 12.71 |
| 31260 - Parking and Lot Attendant | 10.07 |
| 31290 - Shuttle Bus Driver | 14.69 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 14.69 |
| 31362 - Truckdriver, Medium | 17.18 |

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|---|-------|
| 31363 - Truckdriver, Heavy | 18.42 |
| 31364 - Truckdriver, Tractor-Trailer | 18.42 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 11.58 |
| 99095 - Embalmer | 23.05 |
| 99251 - Laboratory Animal Caretaker I | 11.30 |
| 99252 - Laboratory Animal Caretaker II | 12.35 |
| 99310 - Mortician | 31.73 |
| 99410 - Pest Controller | 16.01 |
| 99510 - Photofinishing Worker | 12.75 |
| 99710 - Recycling Laborer | 16.82 |
| 99711 - Recycling Specialist | 20.65 |
| 99730 - Refuse Collector | 14.91 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 13.43 |
| 99830 - Survey Party Chief | 21.94 |
| 99831 - Surveying Aide | 13.63 |
| 99832 - Surveying Technician | 20.85 |
| 99840 - Vending Machine Attendant | 14.43 |
| 99841 - Vending Machine Repairer | 18.73 |
| 99842 - Vending Machine Repairer Helper | 14.43 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

6) The contractor informs the affected employees.

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

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

ATTACHMENT 5

DYRS Residential Monitoring Plan and Protocol Monitoring

Department of Youth Rehabilitation Services
Residential Program
Contract Monitoring Tool and User Protocol

The purpose of residential program monitoring is to ensure that quality services are delivered in a timely manner, in safe and therapeutic setting and with fiscal integrity.

Monitoring Tools

1. ***Random Client Record Review Form*** – To be completed by program monitor during individual client record reviews and reviewed with contractor
2. ***Random Client Record Review Summary Form*** – To be completed by the program monitor to document results of the individual client record review and reviewed with contractor
3. ***Program and Outcome Monitoring Review Forms*** – To be completed by program monitor to document contractor compliance with specific nonresidential community-based service delivery requirements
4. ***Facility Inspection Form*** - To be completed by program monitor during onsite inspection to document results of contractor compliance with facility requirements
5. ***Personnel Record Review Form*** – To be completed by program monitor during on-site review to determine if contractor staff meet all qualifications required by the contract
6. ***Youth Service Delivery Survey*** – To be completed by program monitor based on information obtained as result of call to randomly selected client, at time of client's discharge from program, to determine client's satisfaction with services provided by contractor
7. ***Family Service Delivery Survey*** – To be completed by program monitor based on information obtained as result of call to randomly selected guardian, at time of client's discharge from program, to determine family's satisfaction with services provided by contractor
8. ***Staff Service Delivery Survey*** – To be issued to randomly selected case managers and probation officers to get assessment of quality of contractor service delivery
9. ***Direct Service Observation Form*** – To be completed by program monitor during on-site visit to observe and verify contractor service delivery
10. ***Fiscal Review Form*** – To be completed by the staff assistance in conjunction with program monitor and program manager

11. *Corrective Action Log* – To be completed by program monitor when deficiencies are detected during monitoring visit
12. *Quarterly Monitoring Assessment Form* – To be completed by contract monitor to document scores in specified contract monitoring areas
13. *Annual Evaluation* - To be completed by program monitor at end of contract year to serve as summary evaluation of contractor performance of the contract

Maintaining contract files

The Contracting Officer Technical Representative is to maintain copies of all residential community-based contracts. The contract files are to contain the assigned contract and any modifications to the contract, all contract correspondence, inspections, records, memos and conversations with the contractor and invoices/vouchers. The copies of the contracts files are to be made easily assessable to the contracting monitoring staff.

Scheduling Monitoring Visits

Announced monitoring visits are to be mutually determined by the program monitor and contractor. The initial monitoring visit shall be scheduled at the new contractor orientation and confirmed in writing. Appointments following the initial visit are to be scheduled with the contractor at the conclusion of the monitoring review discussion. The next scheduled appointment is also documented in the memorandum to the contractor, which summarizes the monitoring findings.

Contract File Review

Prior to the on-site monitoring visit, the program monitor shall perform the following tasks:

- review the contract to become aware of the start and end dates, hourly rate/per Diem, maximum quantity (if applicable), and types of services to be delivered;
- review Monthly Progress Reports and Monthly Program Reports to determine if minimum requirements have been met by the contractor and to become aware of contractor issues/concerns;
- obtain copy of Client Tracking Log to get information regarding youth referred to the program, including referral date, case manager, date of service initiation and date of service termination, and
- review monitoring reports for noted deficiencies and required actions by the contractor.

Administrative Conference

1. Program monitors shall participate in individual monthly (or as needed) conferences with the COTR to discuss and resolve contract compliance issues and to determine the most appropriate technical assistance and/or corrective action, if necessary.
2. Program monitors shall participate in monthly Special Placement Unit meetings to discuss new contracts, current contracting issues and to plan for quarterly contractor meetings.

Monitoring Activity

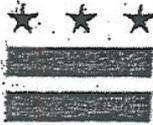
1. Random client record reviews are to be conducted monthly. The number of records reviewed is to be based on the total number of active case files. The program monitor shall review 25% of the active cases. Upon completion of the individual file reviews, the findings are to be summarized on the Random Client Record Review Summary Form. Deficiencies in records are to result in monthly reviews and/or the implementation of appropriate corrective action (s). There should be a least two unannounced visits per contract year.
2. Facility inspections are to be conducted every four months following contract award. There should be one unannounced visit per contract year.
3. The Program and Outcome Monitoring reviews are to be conducted quarterly. Data gathered from record reviews, service delivery surveys, direct service observation, personnel record reviews, contract file reviews and fiscal reviews provide the required information for programmatic monitoring. Program monitoring is to be conducted every four months.
4. Personnel record reviews are to be conducted quarterly. Twenty-five percent of records are to be reviewed, to include newly hired staff. Visits are to be announced to ensure access to personnel files.
5. Service Delivery Surveys (Youth) are to be conducted monthly on two randomly selected youth per service when discharged from the program.
6. Service Delivery Surveys (Family) are to be conducted by interviewing the youth and the youth's guardian.
7. Service Delivery Surveys (Staff) shall be forwarded to the case manager/probation officer for completion and submission to the monitoring unit.
8. Direct services observations are to be observed and recorded monthly for facilities within a 50 miles radius of the District and quarterly for facilities outside of a 50 mile radius. At least two of the observations shall be unannounced.

9. Fiscal reviews shall take place on an ongoing basis in conjunction with program monitor and program manager to document level of accuracy or inaccuracies in the contractor's invoicing process.
10. A corrective action is to be completed when problems persist or there is a serious contract problem. Minor problems are to be addressed as follows:
 - identify and communicate the problem to the contractor verbally and in writing
 - discuss with the contractor the expectations for correction and how it should be corrected, including the review date
 - document conversations with the contractor and follow-up findings
 - complete the Corrective Action Log.

Serious and reoccurring problems are to be addressed as follows:

- identify and communicate the problem to the contractor verbally and in writing, using specific dates, number of occurrences, or other data that quantifies the problem
- advise contractor of need to correct problem, if appropriate, ask contractor to submit a corrective action plan, including dates when action will be completed
- set deadline for submission of correction action plan from contractor
- specify a time frame for resolution of the problem by the contractor
- track all corrective actions to ensure completion
- if deadlines are missed or corrective actions otherwise not completed, follow up immediately and notify contractor of the missed deadline for submission and request an action completion date
- notify contractor that failure to correct problems could lead to Office of Contracting and Procurement interventions.

**DEPARTMENT OF YOUTH REHABILITATION SERVICES
SPECIAL PLACEMENT UNIT**



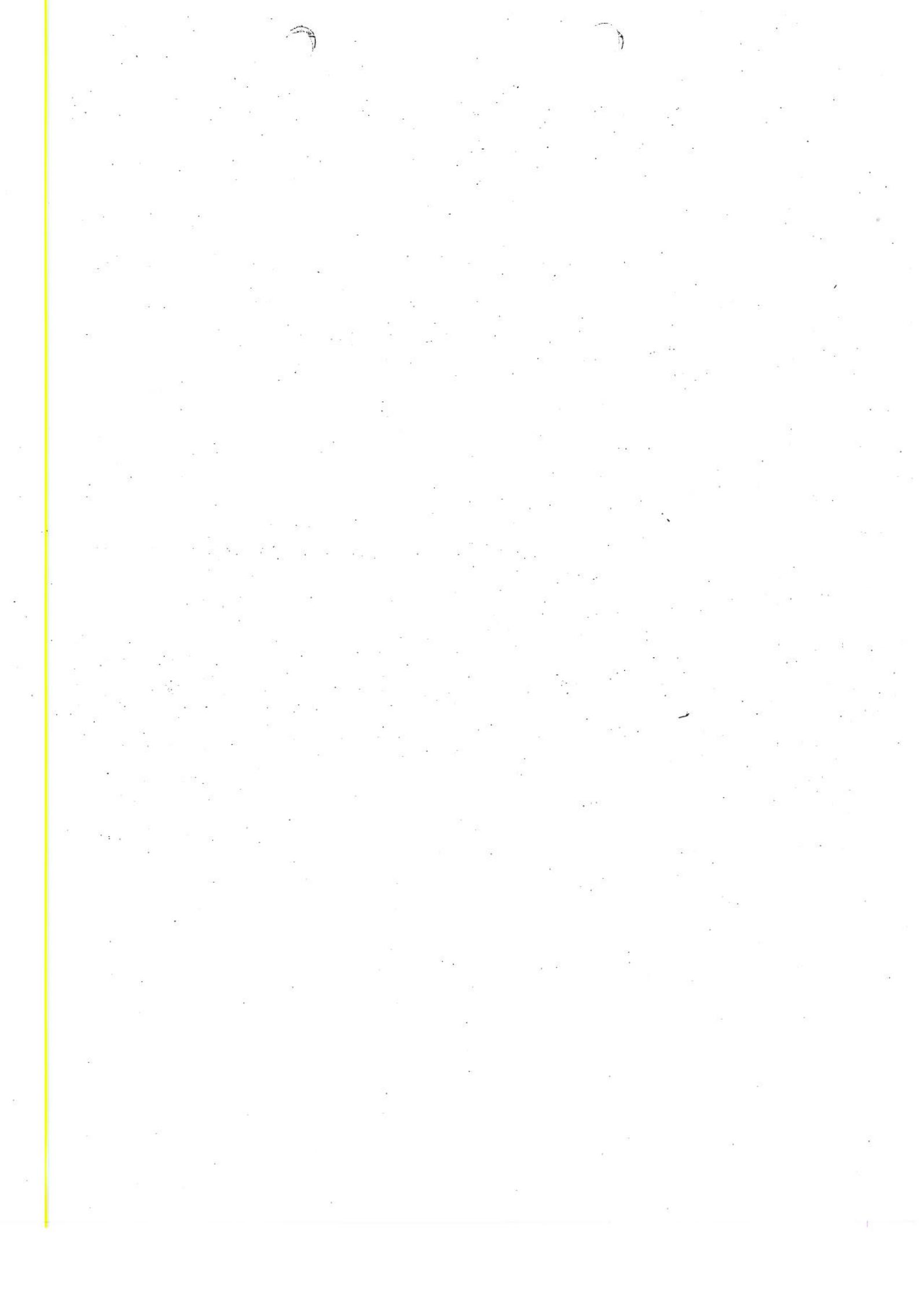
Program Monitoring Form

Provider: [Replace with provider name] **Location:** [Replace with address]
Service: [Replace with type of service]
Monitor: [Replace with name of monitor]
Date of Site Visit: [mm/dd/yyyy] **Time of Visit:**

| | |
|--------------------|--------------------------------------|
| Youth Data | |
| Name: | DOB: |
| SF#: | Age: |
| Date of Referral: | Date of Admission: |
| Date of Discharge: | DYRS Case Manager/Probation Officer: |

Record Review

| ID | Area | Yes | Partial | No | N/A | Comments | Corrective Action |
|----|---|--------------------------|--------------------------|--------------------------|--------------------------|-----------|-------------------|
| 1 | Complete DYRS referral packet | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 2 | Evidence of intake process - intake form, review of rules/expectations, behavior management plan (rewards and consequences), etc. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 3 | a. Committed Youth - Strength/needs assessment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| | b. Detained Youth - Strength/needs assessment for | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |



Program Monitoring Form

| ID | Area | Yes | Partial | No | N/A | Comments | Corrective Action |
|----|--|--------------------------|--------------------------|--------------------------|--------------------------|-----------|-------------------|
| 4 | a. Committed Youth - Work plan and applicable updates – signed by youth and notes indicating participation by youth, family and DYRS worker b. Detained Youth - Work plan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 5 | Evidence of implementation of Work Plan/ISP documented in progress notes | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 6 | Case running notes or daily progress | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 7 | Unusual Incident Reports – thoroughly documented and reported in designated time frame | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 8 | Face-to-face monitoring is consistent with the work plan goals and objectives | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 9 | Monitoring provided during school, work, day passes and home visits | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 10 | Documented referral for Life Skills Training | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 11 | Documented referral for Youth Development Activities –social, recreational, spiritual and cultural activities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 12 | Documented referral for Academic Support | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 13 | Documented referral for Vocational Awareness/ Job Readiness/ Employment Search and Placement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 14 | Documented referral for Counseling – individual, family and group | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 15 | Family Involvement/Engagement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 16 | Monthly collateral contacts documented | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 17 | Monthly progress report in file and relevant to services provided | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |

Program Monitoring Form

| ID | Area | Yes | Partial | No | N/A | Comments | Corrective Action |
|----|--|--------------------------|--------------------------|--------------------------|--------------------------|-----------|-------------------|
| 18 | Are the current support facilities and infrastructure sufficient for successful completion of the services – physical plant, supplies, space, etc. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 19 | Is supervision consistent with regulations and youth needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |
| 20 | Are staff knowledgeable of the population and services to be provided? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | [Comment] | |

Overall Compliance:

High Medium Low

Comments: [Replace this text with any explanatory comments.]

Monitor

Date

Special Placement Unit Program Manager

Date

**DEPARTMENT OF YOUTH REHABILITATION SERVICES
DIRECT PROGRAM OBSERVATION**

Briefly describe the session.

How many clients and staff members were present?

What activities were they performing? (Lecture, individual, family or group counseling, etc.)

Did the clients participate in the session?

Summarize the overall impression of this activity including the quality of service observed. Include the rationale that supports this conclusion.

| Activity | Yes | No | NA |
|--|-----|----|----|
| Family/Youth engaged in session | | | |
| Session related to programmatic services | | | |
| Staff/client ratio appropriate | | | |

Program Monitor _____

Date _____

1/24/03

DEPARTMENT OF YOUTH REHABILITATION SERVICES
Physical Plant Inspection

Provider: _____

Date: _____

Program: _____

Monitor: _____

Announced _____ Unannounced _____

| | | | | | |
|---|---|---|---|-----|-----------------|
| Living Room/Group Room | 3 | 2 | 1 | N/A | Comments |
| Cleanliness and Order | | | | | |
| General Repair | | | | | |
| Furnishings (sofas, chairs, tables) | | | | | |
| Appropriate Lighting | | | | | |
| Dormitory/Bedroom | 3 | 2 | 1 | N/A | Comments |
| Cleanliness and Order | | | | | |
| General Repair | | | | | |
| Appropriate Climate Control | | | | | |
| Adequate Bedding/Linens | | | | | |
| Accessible Telephone Service | | | | | |
| Adequate Security Door Locks | | | | | |
| Furnishings (Bed, Mattress, Clothing/Laundry Storage) | | | | | |
| Number of Youth per Room (35 feet unencumbered space) | | | | | |
| Dining/Kitchen | 3 | 2 | 1 | N/A | Comments |
| Complies with All Sanitation/Health Codes | | | | | |
| Cleanliness and Order | | | | | |
| General Repair | | | | | |
| Adequate Ventilation | | | | | |
| Fire Extinguisher | | | | | |
| Furnishings (Table, Chairs) | | | | | |
| Goods Stored 6" Above Floor | | | | | |
| Stored Food Dated | | | | | |
| Balanced Meals/Food Supply | | | | | |
| Sharp Utensils Controlled/Inventoried | | | | | |
| Pest Control (Frequency) | | | | | |
| Refrigerator Temperature (32° - 36°) | | | | | |
| Freezer Temperature (-10° - 0°) | | | | | |
| Restrooms | 3 | 2 | 1 | N/A | Comments |
| Cleanliness and Order | | | | | |
| General Repair | | | | | |
| Toilet Operational (Flushes) | | | | | |
| Sink/Shower Operational (Hot/Cold Water) | | | | | |
| Hallways/Stairways | 3 | 2 | 1 | N/A | |
| Exit Signs Posted | | | | | |
| Secure Railings | | | | | |
| Adequate Lighting | | | | | |
| Cleanliness and Order | | | | | |
| Staff Office | 3 | 2 | 1 | N/A | Comments |
| Cleanliness and Order | | | | | |
| General Repair | | | | | |
| Furnishings (Chairs, Desks, Office Equipment) | | | | | |

DEPARTMENT OF YOUTH REHABILITATION SERVICES
Program Monitoring Form

Provider: _____

Date: _____

Program: _____

Monitor: _____

| General Category | 3 | 2 | 1 | N/A | Comments |
|--|---|---|---|-----|----------|
| Therapeutic Recreation program provided | | | | | |
| Number of hours per day: | | | | | |
| Planned daily schedule of activities conspicuously displayed | | | | | |
| Youth provided fair grievance policy | | | | | |
| Independent living skills instructions provided | | | | | |
| Youth allowed to work outside of the facility | | | | | |

| Education | 3 | 2 | 1 | N/A | Comments |
|---|---|---|---|-----|----------|
| GED program offered | | | | | |
| Vocational training provided | | | | | |
| Current IEP Date: | | | | | |
| IEP related services provided | | | | | |
| Challenging education curriculum | | | | | |
| Required teacher/student ratio maintained Ratio: | | | | | |
| Teacher-support staff person present during class | | | | | |
| Accredited school program | | | | | |
| Certified teachers (regular education) | | | | | |
| Certified teachers (special education) | | | | | |

| Therapy/Treatment | 3 | 2 | 1 | N/A | Comments |
|--|---|---|---|-----|----------|
| Justification (every 90 days) for youths' continued stay | | | | | |
| Individual counseling services provided | | | | | |
| Group counseling services provided | | | | | |
| Family counseling services provided | | | | | |
| Participation in treatment planning by youth and family | | | | | |
| Treatment plans signed and dated by authorized staff or licensed clinician and youth - Date: | | | | | |
| Treatment goals and objectives are realistic and measurable | | | | | |

| Substance Abuse | 3 | 2 | 1 | N/A | Comments |
|--|---|---|---|-----|----------|
| Quality substance abuse program offered Number of hours per week: | | | | | |
| Quality substance abuse education offered Number of hours per week: | | | | | |
| On campus substance abuse support group | | | | | |
| Off campus substance abuse support group | | | | | |
| Substance abuse treatment conducted by qualified and trained staff | | | | | |
| Urine Analyses services provided | | | | | |
| Urine Analyses results filed in case record | | | | | |

| Medication Management | 3 | 2 | 1 | N/A | Comments |
|--|---|---|---|-----|----------|
| Over the counter and prescription medication distributed by trained staff | | | | | |
| Inventoried over the counter medication | | | | | |
| Inventoried prescription medication | | | | | |

| Youth Case Record Information | 3 | 2 | 1 | N/A | Comments |
|--|---|---|---|-----|----------|
| Program rules/expectations signed and dated by youth - Date Signed: | | | | | |
| Administration of intake/assessment | | | | | |
| Unusual incident report(s) filed in youth's record | | | | | |
| Curfew violations logged | | | | | |
| Frequency of supervision of youth documented | | | | | |
| Legible Case running notes maintained | | | | | |

| Ancillary Information | 3 | 2 | 1 | N/A | Comments |
|--|---|---|---|-----|----------|
| Regular education per diem | | | | | |
| Special education per diem | | | | | |
| Liability Insurance (obtain copy annually) | | | | | |
| Program certification/license (obtain copy annually) | | | | | |

Additional Comments:

Legend: 3 = Compliance, 2 = Partial Compliance, 1 = Noncompliance, N/A = Not Applicable
 Revised 06/11/02

DEPARTMENT OF YOUTH REHABILITATION SERVICES
Community Based and Residential
Personnel Record Review

Provider: _____

Service: _____

Date of Monitoring: _____

Type of Visit: Announced: Unannounced:

| Findings of compliance are noted in the comments section below. The scores are indicated as: 1=yes, 0=no and N/A = Not Applicable. | 1 | 0 | N/A | Comments |
|--|---|---|-----|----------|
| A. Staffing | | | | |
| Organizational chart that defines chain of command includes: | | | | |
| 1. Facility Administrator/Director | | | | |
| 2. Program Director/Manager | | | | |
| 3. Case Manager | | | | |
| 4. Supervisor of Direct Care Staff (Residential Only) | | | | |
| 5. Direct Care (Residential Only) | | | | |
| Written Job Descriptions are consistent with job responsibilities for the following: | | | | |
| 6. Facility Administrator/Director | | | | |
| 7. Program Director/Manager | | | | |
| 8. Case Manager | | | | |
| 9. Supervisor of Direct Care Staff (Residential Only) | | | | |
| 10. Direct Care (Residential Only) | | | | |
| Staff to Client Ratio: | | | | |
| 11. Consistent with contract standards | | | | |
| B. Credentialing | | | | |
| 12. Staff meets minimum qualifications (education, licensing, certifications, etc.) | | | | |
| 13. Background checks are performed prior to employment | | | | |
| 14. Drug screenings are performed before and during employment | | | | |
| 15. Required staff have updated CPR/First Aid Training | | | | |
| C. Training | | | | |
| 12. There is new employee training | | | | |
| 13. The training program is operational | | | | |
| 20. All training is documented | | | | |

Program Monitor: _____ Date: _____

Monitoring Assessment Survey

Program: _____

Service: _____

| Record Review | 1 st Quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter | Annual Score |
|-----------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|---------------------|
| Admission Information | | | | | |
| Needs Assessment | | | | | |
| Treatment Plan | | | | | |
| Documentation | | | | | |
| Personnel Review | 1st Quarter | 2nd QUARTER | 3rd QUARTER | 4th QUARTER | Annual Score |
| Staffing | | | | | |
| Credentialing | | | | | |
| Training | | | | | |
| Facility Inspection | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Annual Score |
| Accessibility | | | | | |
| Licensure Certification | | | | | |
| Interior Environment | | | | | |
| Exterior Environment | | | | | |
| Security | | | | | |
| Service Delivery | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter | Annual Score |
| Communication/Collaboration | | | | | |
| Staff Capability | | | | | |
| Client Satisfaction | | | | | |

Recorded quarterly scores are derived from monthly reviews.

Program Monitor _____

Date: _____

**Department of Youth Rehabilitation Services
Service Delivery Survey-Residential Facility
(DYRS Staff)**

Case Worker: _____ Survey Date: _____

Service Provider: _____ Program: _____

| Evaluate the service provider by checking the appropriate box below: | Yes | No | N/A |
|---|-----|----|-----|
| Service Delivery | | | |
| 1. Are services implemented timely and consistently? | | | |
| 2. Are services relevant to youth's assessed needs and strengths (Individual Services Plan and Treatment Plan)? | | | |
| 3. Are services delivered in a safe, sanitary and therapeutic setting? | | | |
| 4. Does the youth demonstrate positive change in performance (i.e. behavior, attitude, academic aptitude, etc.)? | | | |
| Communication/Collaboration | | | |
| 5. Does the contractor consistently provide updates on clients' progress? | | | |
| 6. Are concerns, unusual incidents, and changes thoroughly communicated in a reasonable time frame? | | | |
| Staff Capability | | | |
| 7. Do staff demonstrate competence in all areas of service delivery (individual, group, family interaction)? | | | |
| 8. Are staff polite and professional in interactions with youth, family and DRYS case managers? | | | |
| 9. Do treatment plans and progress reports appropriately identify youth and family assessed needs and adjustment to services? | | | |
| Customer Satisfaction | | | |
| 10. Overall, are you satisfied with the services provided by this contractor? | | | |

Comments: _____

Please complete and return to the LeBretia White's mailbox or forward via email within two working days of date forwarded to caseworker.

| | |
|--------------------------------------|----------------------|
| <i>Official Use Only</i> | |
| Do not write in this area. | |
| Date Forwarded to Case Worker: _____ | Date Returned: _____ |
| Program Monitor: _____ | |

Revised 8/2/05

DEPARTMENT OF YOUTH REHABILITATION SERVICES
Service Delivery Survey
(Youth)

Youth: _____ Survey Date: _____
 Service Provider: _____ Program: _____

| Evaluate the service provider by checking the appropriate box below: | Yes | No | N/A | Comments |
|--|-----|----|-----|----------|
| Service Delivery | | | | |
| 1. Were services delivered timely and consistently? | | | | |
| 2. Did the services meet the your needs? | | | | |
| 3. Were services delivered in safe and clean setting? | | | | |
| 4. Were you held accountable for non-compliance as stated in the behavior modification plan? | | | | |
| Communication/Collaboration | | | | |
| 5. Were you involved in the development of the treatment plan? | | | | |
| 6. Were you made aware of the schedule for services and any changes in the schedule? | | | | |
| 7. Were sessions planned to accommodate your family's schedule (work, school, etc.)? | | | | |
| Staff Capability | | | | |
| 8. Did staff exhibit confidence in providing services? | | | | |
| 9. Were you treated with respect by staff members? | | | | |
| 10. Did the staff provide you with information about other community resources? | | | | |
| Client Satisfaction: | | | | |
| 11. Did you benefit from this program and were you satisfied with the services? | | | | |
| 12. Would you recommend this service to other youth? | | | | |

Date Youth Contacted: _____
 Program Monitor: _____

DEPARTMENT OF YOUTH REHABILITATION SERVICES

Service Delivery Survey

(Family)

Youth: _____

Survey Date: _____

Service Provider: _____

Program: _____

| Evaluate the service provider by checking the appropriate box below: | Yes | No | N/A | Comments |
|---|-----|----|-----|----------|
| Service Delivery | | | | |
| 1. Were services delivered timely and consistently? | | | | |
| 2. Did the services meet the youth's needs? | | | | |
| 3. Were services delivered in safe and therapeutic setting? | | | | |
| 4. Was your child held accountable for non-compliance as stated in the behavior modification plan? | | | | |
| Communication/Collaboration | | | | |
| 5. Were you involved in the development of the treatment plan? | | | | |
| 6. Were you made aware of the schedule for services and any changes in the schedule? | | | | |
| 7. Were sessions planned to accommodate your family's schedule (work, school, etc.)? | | | | |
| Staff Capability | | | | |
| 8. Did staff exhibit confidence in providing services? | | | | |
| 9. Were staff polite and performed duties in a professional manner? | | | | |
| 10. Did the staff provide you with information about other community resources to assist your family? | | | | |
| Client Satisfaction | | | | |
| 11. Did you and your child benefit from this program. | | | | |
| 12. Would you recommend this service to other families? | | | | |
| | | | | |
| | | | | |

DEPARTMENT OF YOUTH REHABILITATION SERVICES

Annual Contract/HCA Evaluation

Provider: _____ Service: _____

Instructions: The Program Monitor is to fill out this Final Program Review at the end of the first year of the contract. It is to be based upon the Mid-Year Review report, and the results of all 4 Quarterly Reports.

| Questions | | Response/Comments | |
|--|-----|-------------------|--|
| 1. Did the contractor provide the services as described in its contract? If no, please explain. | Yes | No | |
| 2. Were the clients/participants satisfied with the services that they received? | | | |
| 3. Did the contractor meet all of its Service Delivery Goals and Client Outcomes based upon the Contractor Work Plan and Quarterly Reports? If no, please explain. | Yes | No | |
| 4. Was the staffing consistent with the contract? If no, please explain. | Yes | No | |
| 5. Were monthly programmatic reports submitted, and on time? If no, please explain. | Yes | No | |
| 6. Did the contractor seek to collaborate its efforts with other community agencies? If no, please explain. | Yes | No | |
| 7. Did the contractor comply with all corrective action findings, if any? If no, which deficiencies/problem areas remain unresolved? | Yes | No | |
| 8. Based upon analysis of quarterly and annual program review, is the contractor recommended for future funding and/or contract renewal? | Yes | No | |

MONITOR'S COMMENTS: If you would like to make any additional comments about this program, please attach an additional sheet. Thank you.

I hereby certify that based upon my review the above is true and factual.

Program Monitor's Signature

Date

ATTACHMENT 6

Juvenile Home Visitation Guidelines

| | | |
|---|----------------------------|---------------------------------------|
| Department of Human Services Youth Services Administration | Policy Number: YSA 18.4 | Page: 1 of 4 |
| Chapter: Communication: Mail, Telephone and Visiting | Supersedes: N/A | Effective Date: September 28, 2001 |
| Subject: HOME VISITATION POLICY FOR GROUP HOMES | | |

I. PURPOSE

To establish guidelines for home visit privileges in community based residential facilities that are clear, consistent and that will allow youth placed in these facilities an opportunity to reunite with and/or preserve relationships with their families.

II. POLICY

It is the policy of Youth Services Administration (YSA) to allow youth assigned to group homes to have home visitation privileges. These visits provide therapeutic value by affording youth, families and the youth's community an opportunity to maintain relationships, and assist in the transition of youth from placement back into their own homes. There is also therapeutic value in youth demonstrating appropriate behavior, and earning privileges such as home visitation.

III. SCOPE

This policy and procedure applies to Youth Services Administration publicly and privately operated group homes that provide community based, non-secure residential services to committed youth.

IV. DEFINITIONS

- A. Case Manager – the YSA case manager or social worker assigned to an individual child that has been placed in a community based group home.
- B. Day Pass – an approved visit to a youth's family/guardian home for a designated period of time; however, ending not later than 8:00 PM of the same day. A day pass may be approved after a youth has been in the group home placement a minimum of seven (7) days. In certain situations, a day pass may be approved in concert with an overnight pass or weekend pass if the youth has been in placement for the prescribed period of time and his/her behavior is in accordance with group home criteria for this privilege.
- C. Extended Home Pass – an approved visit to a youth's family/guardian home and is longer in duration than five (5) days **but does not exceed thirty (30)**

| | | |
|--|---------------|--------|
| Subject | Policy Number | Page |
| HOME VISITATION POLICY FOR GROUP HOMES | YSA 18.4 | 2 of 4 |

days, unless there is documented approval by the YSA Administrator/designee or order of the court.

- D. Holiday Pass – an approved visit to a youth’s family/guardian home in observance of a federal, district government or religious holiday. A holiday pass may be approved in concert with an overnight pass, weekend pass, or extended home pass if the youth has been in placement for the prescribed period of time and his/her behavior is in accordance with group home criteria for this privilege. A holiday pass may be approved after a youth has been in the group home a minimum of seven (7) days.
- E. Home Assessment – a documented review by the youth’s case manager of the youth’s family/guardian home, which includes current address, telephone number, names of adults and children who reside in the home, parent/guardian’s rules for the visit, etc.
- F. Overnight Pass – an approved visit to the youth’s family/guardian home for an overnight stay and not exceeding twenty-four (24) hours. An overnight pass may be approved after a youth has been in the group home placement a minimum of fourteen (14) days.
- G. Weekend pass – an approved visit to a youth’s family/guardian home, which begins on Friday after 4:00 PM, and ends no later than Sunday at 8:00 PM. A weekend pass may be approved after the youth has been in the group home placement a minimum of twenty-eight (28) days, and meets group home criteria for this privilege.

V. PROCEDURE

- A. Each public or private group home shall develop and document behavioral and programmatic criteria (i.e., following curfew, no instances of truancy or absences without permission, etc.) for youth assigned to the group home to earn home visitation privileges. In privately operated group homes, the criteria for home visitation shall be provided to YSA within fourteen (14) days of award of a contract for service, and prior to the approval of any youth for a home visit. In publicly operated group homes, the criteria for home visitation shall be documented in the group home program manual and youth handbook.
- B. Each youth shall be informed of the group home’s criteria for home visitation privileges. Youth shall be informed of the criteria for home visitation as a part of the youth’s intake and orientation process to the group

| | | |
|---|---------------|--------|
| Subject | Policy Number | Page |
| HOME VISITATION POLICY FOR GROUP HOMES | YSA 18.4 | 3 of 4 |

home. This intake and orientation should be documented in the youth's file, which is maintained by the group home.

- C. The youth's case manager prior to any overnight home visit shall provide a copy of the youth's Home Assessment to the group home. The facility may request the Home Assessment if they have not received one within ten (10) days of the youth's placement.
- D. Prior to allowing a youth to have a home visitation privileges, group home staff shall confer with the youth's YSA case manager or in the absence of the case manager their supervisor to ensure that there is agreement with regard to the visit. This conference shall be documented in the youth's file maintained by the group home and shall include the date, time, name of case manager and method of conference (i.e., telephone, meeting, visit, etc.)
- E. When a home visit is denied, the youth shall be informed of the rationale for this denial and be provided feedback regarding his/her behavior which would result in earning this privilege, and the next possible review date for a visit. This information shall be documented in the youth's file, which is maintained by the group home, and in the case management file.
- F. Youth who earn home visitation privileges based upon the group home's criteria shall be granted visitation, except in extenuating circumstances which involve the youth's family/guardian home situation, a restriction by court order and/or if granted would predictably cause a real threat to the youth or public safety. This information shall be documented in the youth's file, which is maintained by the group home, and in the case management file.
- G. The group home shall make requests for the Extended Passes to the youth's YSA case manager or in the absence of the case manager their supervisor, who in turn will obtain the necessary judicial and/or administrative approvals and notify the group home in writing of the decision. The group home shall not directly contact the court to obtain permission for Extended Passes.

VI. AUTHORITY

In accordance with the Mayor's Reorganization Plan No. 3 of 19186 and DHS Organization Order 154 dated July 8, 1987, the responsibility and authority of this policy is vested in the Youth Services Administration.

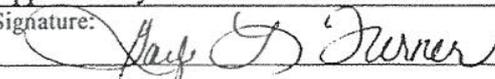
| | | |
|--|---------------|--------|
| Subject | Policy Number | Page: |
| HOME VISITATION POLICY FOR GROUP HOMES | YSA 18.4 | 4 of 4 |

VII. RESPONSIBILITY

The Deputy Administrator for Court and Community Programs are responsible for implementing this policy and procedure.

VIII. INTERPRETATION

The Youth Services Administrator is responsible for interpreting and making any exceptions to this procedure.

| | |
|--|-----------------|
| Approved By: Youth Services Administrator | Gayle L. Turner |
| Signature:  | |

ATTACHMENT 7

DYRS Policy and Procedures, Process for
Reporting Unusual Incidents & After Hours
Emergencies Protocol

DYRS Policy and Procedures for Reporting Unusual Incidents and
Abscondence Forms

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.

| |
|--|
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| |

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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain: | | | | |
| Does the respondent have any health problems? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the respondent taking any medication? <input type="checkbox"/> Yes <input type="checkbox"/> 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: | | | | |
| <u>Printed Name:</u> | <u>Signature:</u> | <u>Phone Number:</u> | <u>Date:</u> | |

Supervisor of Requestor:

Printed Name:

Signature:

Phone Number:

Date:

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: | | | |
| <u>Printed Name:</u> | <u>Signature:</u> | <u>Phone Number:</u> | <u>Date:</u> |
| Supervisor of Requestor: | | | |
| <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
J.1.5

DYRS LOG BOOK POLICY



GOVERNMENT OF THE DISTRICT COLUMBIA
DC Department of Youth Rehabilitation Services

THE DAILY LOG

The Daily Log is an official DC Government document that chronicles the activities and events that occur in a program on each tour of duty. It is the second most subpoenaed form of documentation, superseded only by the Unusual Incident Report. The Daily Log is subject to review and scrutiny by City Agencies and Officials, internal divisions of the Department of Youth Rehabilitation Services (DYRS), and by the DC Superior Court.

The Log entries begin anew with each change in the tours of duty. The following information is to be recorded in the following manner:

- State the date, and the time of the tour.
- Record the number of the *Total Population*.
- Record the number of youths in the facility/program at the time your tour began.
- Record the number of youths not in the facility at the time your tour began.
- List the names and location of the absent youths.
- Record the number and name(s) of any newly admitted or released youth.
- Record the name(s) of the staff on duty for that tour.

Your opening Daily Log entries must comply with the following format:

| | |
|---|-----------------------------|
| Jan. 1, 2007 | 3:45pm to 12:15am |
| Total Pop. – 6 | 1. John Doe - GED Program |
| Residents in – 3 | 2. Frank Furter – Ballou HS |
| Residents out – 0 | 3. Joe Lazy – Absc* |
| Admissions – 0 | |
| Released -0 | |
| Staff on Duty: Maurice Shaw and Larry Stewart | |

This format is used at the beginning of **every tour!**

The narrative portion of your Log entry begins with the listing of staff members on duty at the time you relieved the tour. State the following information:

- The condition and “climate”** of the facility/residents when you entered.

ATTACHMENT 8

OFFICE OF TAX AND REVENUE CERTIFICATION

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 Number: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. Number: _____

Square _____ Lot _____

Federal Identification Number: _____

Contract Number: _____

Unemployment Insurance Account Number: _____

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

I hereby certify that:

1. I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. 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.

Signature of Authorizing Agent

Title

Print Name

ATTACHMENT 9

Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985,

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

| | |
|---|---|
| GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO) | Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001 |
|---|---|

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

Section A – TYPE OF REPORT

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

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

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

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

OFFICIAL
USE
ONLY

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

a.

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

b.

b. Employer
Identification No.

2. Establishment for which this report is filed.

OFFICIAL
USE
ONLY

a. Name of establishment

c.

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

d.

b. Employer Identification No.

3. Parent of affiliated Company

a. Name of parent or affiliated Company

b. Employer Identification No.

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

Section C - ESTABLISHMENT INFORMATION

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

OFFICIAL
USE
ONLY

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

e.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

Yes No

SECTION D – EMPLOYMENT DATA

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

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

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

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

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

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

Section F - CERTIFICATION

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

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

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

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

District of Columbia Register
GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

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

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

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

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

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

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

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

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

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

Signed by Marion Barry, Jr.
Mayor

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

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

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

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE
- 1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.
- 1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.
1101. SCOPE
- 1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.
1102. COVERAGE
- 1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:
- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
 - (b) Achievement of affirmative action obligations under District of Columbia contracts.
1103. CONTRACT PROVISIONS
- 1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.
- 1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

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

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

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

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

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

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

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

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

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

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

1106 NONRESPONSIBLE CONTRACTORS

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

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

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

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

1107 NOTICE OF COMPLIANCE

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

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

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

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

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

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

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

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

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

1109 WAIVERS

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

1110 SOLICITATION OF CONTRACT

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

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

1111 PRIOR TO EXECUTION OF CONTRACT

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

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

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

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

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

- (1) The name of the organization;
 - (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
 - (3) The identity of the trades, and crafts or skills involved in the training.
- 1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- 1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.
- 1115 COMPLIANCE REVIEW
- 1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.
- 1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.
- 1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.
- 1116 ENFORCEMENT
- 1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.
- 1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.
- 1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

- 1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.
- 1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.
- 1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.
- 1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

- 1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.
- 1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.
- 1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.
- 1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:
- (a) A convenient time and place of hearing;
 - (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
 - (c) A concise statement of the matters to be brought before the hearing.
- 1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

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

1199.1

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 10

First Source Employment Agreement

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward: _____

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

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

I. GENERAL TERMS

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

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

II. RECRUITMENT

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

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

III. REFERRAL

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

IV. PLACEMENT

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

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

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

VII. EXEMPTIONS

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

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

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

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

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

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

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

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

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

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

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?

YES NO

If yes, certification number: _____

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?

YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO

If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF FIRM _____

ADDRESS _____

TELEPHONE NUMBER _____ FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON _____ TITLE _____

E-mail: _____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

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

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

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

| | |
|--|--|
| GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO) | Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001 |
| Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor. | |
| Section A – TYPE OF REPORT | |
| 1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX) | |
| Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report | Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report |
| 1. Total number of reports being filed by this Company. _____ | |
| Section B – COMPANY IDENTIFICATION <i>(To be answered by all employers)</i> | |
| OFFICIAL USE ONLY | |
| 1. Name of Company which owns or controls the establishment for which this report is filed | |
| a. | |
| Address (Number and street) | City or Town |
| Country | State |
| Zip Code | b. |
| b. Employer Identification No. | b. |
| 2. Establishment for which this report is filed. | |
| OFFICIAL USE ONLY | |
| a. Name of establishment | |
| c. | |
| Address (Number and street) | City or Town |
| Country | State |
| Zip Code | d. |
| b. Employer Identification No. | d. |
| 3. Parent of affiliated Company | |
| a. Name of parent or affiliated Company | b. Employer Identification No. |
| Country | State |
| Zip Code | b. |
| Section C - ESTABLISHMENT INFORMATION | |
| 1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis | |
| 2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis | |
| OFFICIAL USE ONLY | |
| 2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity. | |
| e. | |
| 3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> | |

SECTION D – EMPLOYMENT DATA

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

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

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

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

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

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

Section F - CERTIFICATION

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

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

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

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