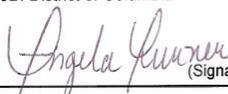


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number	Page of Pages
		1	1
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
DCRK-2008-R-0056	March 28, 2008		District of Columbia Owned Captive Insurance Company
6. Issued by: Office of Contracting and Procurement Group IX 441 4 th Street, NW – Suite 700 South Washington, DC 20001		7. Administered by (If other than line 6) DC Office of Risk Management 441 4 th Street, NW – Suite 800 South Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		9A. Amendment of Solicitation	
Code _____ Facility _____		DCRK-2008-R-0056	
		9B. Dated (See Item 11)	
		March 18, 2008	
		10A. Modification of Contract Order No.	
		10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. Accounting and Appropriation Data (If Required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14			
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.			
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.			
C. This supplemental agreement is entered into pursuant to authority of:			
D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.			
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible).			
Solicitation DCRK-2008-R-0056 is hereby amended as follows:			
1. Responses to Offeror questions are provided in Attachment A to this amendment.			
2. Section L.2.1.2.b., last sentence is revised to read as follows" The offeror shall have its client references complete the Past Performance Evaluation Form and return the signed form directly to Courtney Lattimore, Contract Specialist via fax at 202-727-0245 or via email at courtney.lattimore@dc.gov on or before April 2, 2008. The Evaluation Form is provided as Attachment B to this amendment."			
3. The following documents are incorporated into this amendment: Attachment C – Actuarial Analysis; Attachment D – DC Clinic Malpractice Insurance List; Attachment E thru G – Policy Samples; and Attachment H – Medical Liability Act of 2007			
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer	
		Angela Turner Contracting Officer	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature)		 (Signature of Contracting Officer)	3/28/08

ATTACHMENT A
Amendment 001 - Responses to Vendor Questions
Solicitation No.: DCRK-2008-R-0056

1. Section C.3.14 - Is this section relating to performance guarantees and liquidating damages negotiable?

The District will not remove the section in its entirety, however the actual terms of proposed performance guarantees and liquidated damages are negotiable.

2. Please clarify section C.3.14 (page 7) - Are you requesting our performance to be guaranteed based on the captive receiving a financial rating by A.M. Best or other financial rating organizations?

Please refer to C.3.12 and C.3.13; the District's intent to have the Contractor ensure its performance via performance guarantees and liquidated damages.

3. Section C.3.3 and C.3.4 through C.3.10 Please confirm that these requirements are not applicable to this RFP per C.3.4.1 which requires the work plan after contract award. If this is the case, please confirm that Section C.3.2 is the pertinent section to respond to for this RFP. Please also see my question related to Section L.2.1.2 below.

Section C, in its entirety, is pertinent as Offeror's are expected to outline in their proposal submissions how the all of the requirements will be met during the contract period.

4. Section F.2.4 Please clarify what this means for on-going management of the captive. Will the District be required to change service providers in three years, or will another RFP be issued? if so, will the current contractor be eligible to respond?

The District's future requirements are unknown at this time.

5. Section F.3 - SOW Item C.3.7.1 Please clarify the due date for the submission of the application, as May 1, 2008 does not work with the current date and the timing of the work plan once the contract is awarded.

The application submission date cannot be changed.

6. Section G.6.2.1 Is the 7 calendar days for payment of invoices once funds received negotiable? Our captive management services division is part of a much larger company, and our accounts payable department requires greater than 7 days for check issuance in the event that this will apply.

Offerors can propose a payment schedule best suits it as well the District. Please refer to Section G.4.1 of the solicitation.

7. The 51% rule is referenced throughout the RFP. Does this and the First Source Employment Agreement apply to us as contractors since the work will be done outside of the District of Columbia?

There are certain circumstances for which a waiver to this requirement may be granted. Please refer to Section H.5.6 of the solicitation.

8. Section H.1.1 Please confirm that this section applies to us since the work will not be accomplished within the District. If it does, is it applicable only if the direct contract is \$100,000 or more? Does the \$100,000 include expenses and fees paid to other service providers through the captive itself (i.e the additional payments which are NOT part of our direct captive management contract)?

Please refer to Section H.5.6 of the solicitation.

9. Section H.5 Our captive division is part of a much larger corporation who will not be involved in this contract. Does the 51% rule apply only to the office where the work will be performed, or does it apply to the part of the corporation with offices in the District of Columbia?

Please refer to Section H.5.6 of the solicitation.

10. Section H.5.6 - The day-to-day work pertaining to the contract will not be performed within the District. Please explain whether this will be sufficient cause for a waiver of Section H.5.4.

Please refer to Section H.5.6 of the solicitation.

11. Section H.9.3.1 - Our employees work on several captive companies at once, which will be disclosed. We are uncertain what would qualify as a conflict under this section, please clarify.

Please refer to Section H.9 in its entirety.

12. Section H.9.8 - The phrase "should have been aware" causes some questions. Will areas of potential conflict be more clearly explained?

Please refer to Section H.9 in its entirety.

13. Section H.12.1 Again, is the \$100,000 benchmark inclusive of all fees related to the organization of the captive, see H.1.1, or is it limited to the specific captive management fee, which excludes subcontractor fees, for example claims management, loss prevention, actuarial and audit fees?

The amount represents the contract value, which would include all fees. Any contract equaling or exceeding \$100,000 is subject to Section H.12.

14. Section I.5.11 - Is the hold harmless mutual?

No, this is not mutual.

15. Section L.2.1.2 - Is the reference in a. to 'requirement' explained in C.3? If so, those listed from C.3.3 on appear to be required after the contract is awarded. Please clarify which sections of C require a response in this RFP.

The reference is to all aspects of the solicitation specifically Section C.3 in its entirety.

16. Can you provide the actuarial analysis that was used for Willis' feasibility study?

Please refer to Attachment C.

17. Could you also provide loss history and the estimated loss forecasts that were used for this study?

To date, the District has not experienced any losses. The forecasts provided reflect industry standard loss data.

ATTACHMENT A
Amendment 001 - Responses to Vendor Questions
Solicitation No.: DCRK-2008-R-0056

18. Please provide more detail on the entities that will be covered through this captive including:
- an explanation of what each entity does
 - number of covered professionals at each location

Please refer to Attachment D.

19. Are these clinics currently purchasing Professional Liability insurance? Or, is DC purchasing it on their behalf?

Please refer to Attachment D.

20. Can you provide program information for each including premium and loss history?

See response to #18.

21. Will the captive issue direct policies on a claims-made form and/or will there be the need to place through a fronting company?

Yes. Please refer to Attachments E through G.

22. Please provide Medical Liability Act of 2007, J.1.3, as part of list of attachments.

Please refer to Attachment H.

23. Are there any thoughts about expanding the captive for utilization as it relates to other DC exposure/risks?

No. At this time we are only concentrating on medical malpractice liability.

24. Under Section L.17.2 Legal Status of Offeror (page 44), it notes that you want a copy of each DC license, registration or certification and you require a copy of the executed "Clean Hands Certification"? Please clarify for us if you want a copy of each individual's DC property/casualty license or just our corporation's DC license and if an Insurance Broker is required by law to provide you with an executed "Clean Hands Certification".

Section L.17.2 is seeking the all required licenses of the business entity responding to the solicitation. For the purposes of this solicitation, there is no distinction made for insurance brokers.

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	RATING (See Rating Guidelines on Page 2)					
	5 – Excellent	4 – Good	3 – Acceptable	2 – Minimally Acceptable	1 – Poor	0 – Unacceptable
Quality of Services/Work						
Timeliness of Performance						
Cost Control						
Business Relations						
Customer Satisfaction						

1. Name of Contractor being Evaluated: _____
2. Name & Title of Evaluator: _____
3. Signature of Evaluator: _____
4. Name of Evaluator's Organization: _____
5. Telephone Number of Evaluator: _____
6. Type of service received: _____
7. Contract Number, Amount and period of Performance _____
8. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

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

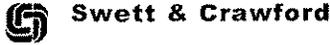
ATTACHMENT B

RATING GUIDELINES

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

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Unacceptable	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Minimally Acceptable	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

Clinic	Nature of Business	Currently purchases Malpractice Insurance?	Exposure
Family Birth and Health Center, Inc. Washington, DC 20002	Child development center, health care and ob-gyn birth center and parenting and nutrition center	Yes	4 Midwives
Bread for the City Washington, DC 20001	Provides primary care, medical dispensary and lab, food bank, legal services to homeless	No	1 Dr., 1 Nurse Practitioner 15 Volunteer Drs
Carl Vogel Center Washington, DC 20005	Provides case management, primary care, nutritional counseling, and mental health services for HIV patients; primary care for non-HIV patients	Yes	1-3 Drs, 1 Nurse, 1 Nurse Practitioner
Family Medical Counseling Service Washington, DC 20020	Provides primary care and food bank service; Case management, mental health, substance abuse and nutritional counseling and HIV care/services	Yes, policy not provided	4 Doctors
La Clinica del Pueblo Washington, DC 20009	Provides primary care, mental health and pediatric care, as well as nutritional and cooking classes to low income and vulnerable community	No	5 doctors, 2 psychiatrists, 1 chiropractor, 1 masseuse, 1 psychologist 1 nurse
Spanish Catholic Center of Catholic Charities Washington, DC 20010	Provides primary care, also performing minor surgeries	No	3 – 6 Drs., 1 Nurse Prac. 1 RN, 1 Surgeon
So Others Might Eat Washington, DC 20001	Full service medical, dental, and mental health facility; soup kitchen; in-patient rehab facilities, lab services, podiatry, dental, and ophthalmology services	Yes, policy not provided	1-2 Dr., 1 Nurse
Whitman Walker Washington, DC 20009	Provides prenatal care; primary care and HIV care/services, food, legal services, dental services, and pharmacy/lab.	Yes	8 - 11 Drs., 2 Psychiatrists, 1 Midwife



100 West Avenue
 Beaver Hill South
 Jenkintown, PA 19046
 Phone: 215-576-1500
 Fax: 215-884-2869

July 5, 2006

CONFIRMATION OF COVERAGE BOUND

The coverage outlined below may not conform to the terms and conditions you requested. Please check carefully. Swett & Crawford and its affiliated companies disclaim any responsibility for your failure to reconcile the original submission with coverages bound herein. This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.

Broker: Aon Risk Services-Washington
 1120 20th Street, NW
 Washington, DC 20036

INSURED: Whitman Walker Clinic Inc.
 Mailing Address: 1407 S Street NW
 Washington, DC 20009

Company: Landmark American Insurance Company Policy No.: LHC710235
 Effective Date: 07/01/2006 Expiration Date: 07/01/2007

Coverage: Combo Medical Professional

Policy Form: Medical Professional Liability Insurance Coverage Part - Claims Made RSG 51032 0705
 Commercial General Liability - Claims Made RSG 51030 0306

THIS POLICY IS ISSUED BY AN INSURANCE COMPANY WHICH IS NOT LICENSED IN THE DISTRICT OF COLUMBIA. IN CASE OF INSOLVENCY OF THIS COMPANY, CLAIMS WILL NOT BE COVERED UNDER THE DISTRICT OF COLUMBIA INSURANCE GUARANTY ASSOCIATION ACT.

\$	Combined Aggregate:	\$3,000,000
	Per Claim Limit:	\$1,000,000
	Occurrence Limit (GL):	\$1,000,000
	Products/Completed Operation Aggregate:	\$1,000,000
	Personal Injury and Advertising Limit:	\$1,000,000
	Medical Payments (Any One Person):	\$ 5,000
	Fire Damage (Any One Fire):	\$ 50,000
\$	25,000 Per Claim - Applies to Indemnity and Expense	
\$	170,000.00 Premium	
	3,400.00 Surplus Lines Tax - DC	
	Flat Charge:	\$170,000.00
	Minimum Earned Premium:	\$ 42,500.00
	Gross Premium:	\$170,000.00
	25% Minimum Earned Premium	



EVANSTON INSURANCE COMPANY

Policy No. SM-832819
 Prev. No. NEW
 Prod. No. 2408D

DECLARATIONS - PROFESSIONAL LIABILITY INSURANCE FOR SPECIFIED MEDICAL PROFESSIONS

Claims Made Coverage: The coverage afforded by this policy is limited to liability for only those claims that are first made against the insured during the policy period or the optional extension period, if purchased.

In consideration of the payment of premium, in reliance upon the statements in the application attached hereto and made a part hereof and subject to all the terms of this policy, the Company agrees with the Named insured as follows:

1. **NAMED INSURED:** THE DISTRICT OF COLUMBIA BIRTH CENTER *acc. to app. 12*
 The Named Insured is a(n): Corporation
2. **BUSINESS ADDRESS OF THE INSURED:**
 801 17TH STREET, NE
 WASHINGTON, DC 20002
3. **PROFESSION OF THE INSURED:** Birthing Center
4. **POLICY PERIOD:** From February 1, 2005 to February 1, 2008
 12:01 A.M. Standard Time at address of Insured stated above.
5. **RETROACTIVE DATE:** February 1, 2004
6. **LIMITS OF LIABILITY:**
 The liability of the Company for each claim including claim expenses shall not exceed: \$ 1,000,000

 and, subject to that limit for each claim, the total limit of the Company's liability for all claims including claims expenses shall not exceed in the aggregate: \$ 3,000,000
7. **DEDUCTIBLE:**
 Applicable to each claim, including claim expenses: \$ 10,000
8. **PREMIUM FOR POLICY PERIOD:** \$ 87,522.00
9. **OPTIONAL EXTENSION PERIOD:** 12 months at 150% of the full annual premium; 24 months for 175% of the full annual premium; or 36 months at 200% of the full annual premium hereunder
10. The insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1 hereinabove, except as follows:

 None

**NO FLAT
 CANCELLATIONS**



EVANSTON INSURANCE COMPANY

Endorsement

Named Insured:
FAMILY HEALTH AND BIRTH CENTER, INC.

Policy No.: SM-832819
Endorsement No.: 7
Effective Date: February 1, 2005

AMENDMENT OF NAMED INSURED

In consideration of the premium paid, it is hereby understood and agreed that the Named Insured in Item 1, of the Declarations is amended to show the following Named Insured:

FAMILY HEALTH AND BIRTH CENTER, INC. aka THE DISTRICT OF COLUMBIA BIRTH CENTER

All other provisions of the policy shall apply and remain unchanged.


Authorized Representative

ZZ-46005-02

REC'D OCT 25 2005

LEXINGTON INSURANCE COMPANY
WILMINGTON, DELAWARE
ADMINISTRATIVE OFFICES: 100 SUMMER STREET, BOSTON, MA 02110-2103
(A Capital Stock Insurance Company)

CERTIFIED NURSE MIDWIVES PROFESSIONAL LIABILITY
SUPPLEMENTAL CLAIM FORM

If you answered "Yes" on your Application to the questions regarding claim or potential claims (questions 1-3, Section VIII, Claims History), complete a SEPARATE Supplemental Claim Form for each actual or potential claim. Answer EACH question fully.

1. Applicant's Name: Family Health and Birth Center
2. Full name of individual(s) or applicant involved in the claim: Family Health and Birth Center
(District of Columbia Birth Center)
3. Additional Defendants: Menachem Miodovnik, M.D. Washington Hospital Center Corp
4. Full name of Claimant: Ilyas Gilbert, a minor and Saara Abdul-Haqq and Michael Gilbert
5. (a) Date of alleged error: April 2004 (b) Date claim was made: September 2005
6. To what insurance company did you report this claim? Dean Insurance Company
7. Present status of claim (circle one): Open/Incident In Suit Closed
8. If Closed:
 - a) Total damages paid and outstanding (including deductible): _____
 - b) Total defense costs paid: _____
 - c) Date closed: _____
9. If Open/Pending:
 - a) Claimant's settlement demand: \$ 30,000,000
 - b) Defendant's offer for settlement: \$ 0
 - c) Insurer's Reserve: \$ 185,000
 - d) Amount paid to date: \$ 0
10. Description of claim or incident. Please do not attach copies of papers, or instruct to refer to file or contact Company representative. Information must be provided to allow an evaluation of the claim or incident.
 - a) Allegation upon which Claimant bases claim: See attached letter
 - b) Description of case and events: See attached letter
11. What steps have been taken to prevent a similar claim? None

Applicant understands the information submitted herein becomes a part of the Applicant's Certified Nurse Midwives Professional Liability Insurance Application and is subject to the same representations and conditions.

Must be signed and dated by a Certified Nurse Midwife as duly authorized on behalf of the Applicant.

Signature of Certified Nurse Midwife: Rena Watson Lubie 1/27/06

Title: CEO, for the Family Health and Birth Center

70715(5/98) Contemporary Insurance Services - 11301 Amherst Ave., #202, Silver Spring, MD 20902

DISTRICT OF COLUMBIA BIRTH CENTER'S
SUPPLEMENT TO HISTORY/CLAIMS SECTION

There is a pending medical malpractice action against the insured in the case of Ilvaas Gilbert, a Minor, by his Parents and Next Friends, Saara Abdul-Haqg and Michael H. Gilbert, and Saara Abdul-Haqg and Michael H. Gilbert, Individually v. Family Health and Birth Center, Inc., d/b/a District of Columbia Birth Center, Menachem Miodovnik, M.D., and Washington Hospital Center Corporation, Superior Court of the District of Columbia, Civil Action No. 05-0007696. Plaintiffs allege, *inter alia*, that Defendant District of Columbia Birth Center rendered inadequate prenatal care and treatment to the mother, who underwent an emergency C-section due to fetal intolerance to labor, uterine rupture and/or placental abruption on 4/21/05. During her prenatal course, the mother Saara Abdul-Haqg was fully, completely, and repeatedly advised verbally and in writing of the risks of a VBAC, which she nevertheless insisted upon and signed written consent. Plaintiffs seek damages against three Defendants for injuries to the parents and minor child. The Defendants were only recently served, and formal discovery has not commenced. Defendant District of Columbia Birth Center strongly denies any and all allegations of breaches of the standard of care, causation, and damages. Defendant District of Columbia Birth Center will retain experts in various specialties to strongly defend this action.

Contemporary Insurance Services, Inc.

Israel Teitelbaum
Insurance Broker
Attorney at Law (DC, MD)
Email: isi@cisinsurance.com

11301 Amherst Avenue • Suite 202 • Silver Spring, Maryland 20902
Telephone (301) 933-3373
Toll Free 1-800-658-8943
Fax (301) 933-3651
www.cisinsurance.com

Aton Teitelbaum
Insurance Broker
Email: aton@cisinsurance.com

January 3, 2007

Diana Jolles, C.N.M.
Family Health and Birth Center, Inc.
801 - 17th Street, NE
Washington, DC 20002-7200

Dear Diana:

Your renewal applications for malpractice coverage through Lexington Insurance Company of Wilmington, DE have been approved.

The policy is offered on a Surplus Lines basis through the Certified Nurse Midwife Risk Purchasing Group. Upon receipt of the signed financing agreements, coverage will begin on February 1, 2007. Your policy will have a retroactive date of February 1, 2004.

Coverage is provided through a Full-time Equivalency (FTE) policy, which provides 4 slots (FTE's), and coverage for the Corporation. All the nurse midwives and the Corporation are sharing \$1,000,000/\$3,000,000 limits and the midwives' coverage is limited to the scope of their duties for the Center. The Center coverage will exclude coverage for the Nurse Practitioners and claims against the Center based on the actions of the Nurse Practitioners. It will also exclude any coverage for physicians and claims against the Center based on actions of physicians. At the time of termination of the policy, the tail premium will be 150% of the mature premium.

The premium for \$1,000,000/\$3,000,000 in coverage is \$243,148 plus \$4,862.96 for the Surplus Lines Tax for a total of \$248,010.96.

Financing of the malpractice premium is available through Premium Assignment Corporation (PAC) with a down payment of \$49,602. The remaining \$205,291.62 is to be paid in nine (9) installments of \$22,810.18 each beginning March 1, 2007. The total finance charge at 8.25% will be \$6,882.66. To finance the premium, sign the enclosed form where indicated, and return it to us.

Please note the information on the financing form regarding late charges. PAC will assess a 5% fee on the unpaid installment balance, if a payment is 5 days late.

Contemporary Insurance Services, Inc.

Israel Teitelbaum
 Insurance Broker
 Attorney at Law (D.C., MD)
 Email: isi@cisinsurance.com

11301 Amherst Avenue • Suite 202 • Silver Spring, Maryland 20902
 Telephone (301) 933-3373
 Toll Free 1-800-658-8943
 Fax (301) 933-3651
 www.cisinsurance.com

Aton Teitelbaum
 Insurance Broker
 Email: aton@cisinsurance.com

January 3, 2007

Diana Jolles, C.N.M.
 Family Health and Birth Center, Inc.
 801 - 17th Street, NE
 Washington, DC 20002-7200

Re: Malpractice Insurance Coverage

INVOICE

	Amount
Malpractice Insurance Coverage Lexington Insurance Company of Wilmington, DE Policy No.: 8247427	
<i>Policy Period:</i> February 1, 2007 to February 1, 2008	
Malpractice premium: \$243,148.00	
Surplus Lines Tax: \$ 4,862.96	
Total: \$ 248,010.96	
Amount Due:	\$248,010.96
<u><i>Premium Due January 23, 2007.</i></u>	
(If payment is not received by the due date above, the approval expires and new underwriting is required).	
Make check payable to: Contemporary Insurance Services, Inc.	

Diana Jolles, C.N.M.
January 3, 2007
Page 2

The current midwife roster, according to our records, is shown below. Also, please indicate the number of hours per week each midwife works for The District of Columbia Birth Center, Inc.

Slot Specialty:			
Certified Nurse Midwife	Retroactive Date	Termination Date	# Hours Worked per Week
Margaret Alexander, C.N.M.	2/1/2004	10/28/2005	
Kim Amsley-Camp	2/1/2004	9/30/2005	
Lesley Cohen, C.N.M.	2/1/2004	4/28/2006	
Erin Fulham, C.N.M.	2/1/2004	4/25/2005	
Adrienne Goodknight, C.N.M.	2/8/2006	4/27/2006	
Lara Holbrook, C.N.M.	2/1/2004		
Diana R. Jolles, C.N.M.	4/20/2006		
Judith Krones, C.N.M.	2/15/2004		
Jane Lose, C.N.M.	2/1/2004	4/30/2004	
Karen Pelote, C.N.M.	8/23/2006		
Tari Radin, C.N.M.	2/1/2004	8/30/2004	
Mairi B. Rothman, C.N.M.	2/1/2004	7/31/2006	
Lisa Ross, C.N.M.	2/1/2004		
Lisa Uncles, C.N.M.	9/7/2006		

If the policy is not renewed, the tail premium per midwife is \$56,735 plus Surplus Lines Tax of \$1,134.70, for a total of \$57,869.70

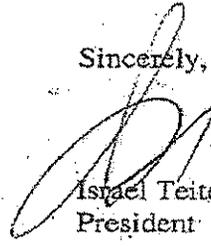
The liability insurance coverage described in this letter is made available through membership in Certified Nurse Midwife Risk Purchasing Group, Inc. This is a not-for-profit corporation and is organized as a purchasing group in accordance with the Federal Liability Risk Retention Act (15 U.S.C. § 3901 et. seq.). By accepting coverage, each nurse midwife becomes a member of the group and eligible for programs offered by it. There are no fees or charges for membership.

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE DISTRICT OF COLUMBIA, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED, IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.

Diana Jolles, C.N.M.
January 3, 2007
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Please call if you have any questions.

Sincerely,



Israel Teitelbaum
President

IT/de
Enclosure



First Nonprofit Mutual Insurance Company

111 N. Canal Street - Suite 801
Chicago, IL 60606

NONPROFIT MULTIPLE PERIL POLICY GENERAL DECLARATIONS

Policy Number: TMP0813734

Producer: Lighthouse Underwriters, LLC

Renewal of Number: TMP0010897

Named Insured: Carl Vogel Foundation

Mailing Address 1012 14th Street NW
Suite 707
Washington, DC 20005

Term of Coverage: From 11/13/2004 To 11/13/2007

12:01 a.m. Local Time at Your
Mailing Address Shown Above

First Annual Premium: \$4,396

Coverages Provided

In return for your payment of the required premium, we provide the coverage described in this policy.

Coverage Part	Included	
	Yes	No
Property and Consequential Loss		
A. General Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Income Protection and Extra Expense	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Specified Personal Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Computers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Equipment Breakdown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Crime	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nonprofit General Liability		
G. Bodily Injury and Property Damage Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H. Sexual Abuse or Sexual Molestation Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Social Work, Foster Care and Counseling Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. Medical Professional Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. Personal and Advertising Injury Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L. Non-Owned and Hired Auto Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
M. Employee Benefits Administration Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>
N. Fire and Water Damage Legal Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O. Medical Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional forms applicable to this policy: PKG 1001, PKG 1101, PKG 2002

Endorsements #1-6

Date: November 17, 2004

by:

Donald R. Boogs
First Nonprofit Mutual Insurance Company
Authorized Representative

POLICY NO.: TMP0813734	ENDORSEMENT NO.: 9
INSURED: Carl Vogel Foundation	EFFECTIVE DATE: 05/16/2006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY

This policy is extended to provide Coverage J, Medical Professional Liability subject to the terms and conditions of the forms attached to this policy, for the limits of coverage shown.

\$3,000,000 General Aggregate

\$1,000,000 Each Occurrence

Additional Premium: \$248

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



**DECLARATIONS
COVERAGES G - O**

	<u>Limit of Coverage</u>
Policy Year Annual Aggregate Limit - for Coverages G, H, I, J and K	\$3,000,000
Bodily Injury and Property Damage Liability (Coverage G)	
Each Occurrence Limit	\$1,000,000
Sexual Abuse or Sexual Molestation Liability (Coverage H)	
Each Occurrence Limit	NOT PROVIDED
Social Work, Foster Care and Counseling Liability (Coverage I)	
Each Occurrence Limit	\$1,000,000
Medical Professional Liability (Coverage J)	
Each Occurrence Limit	NOT PROVIDED
Personal and Advertising Injury Liability (Coverage K)	
Each Occurrence Limit	\$1,000,000
Non-Owned and Hired Auto Liability (Coverage L)	
Each Accident Limit	NOT PROVIDED
Employee Benefits Administration Liability (Coverage M)	
Each Claim Limit (\$100,000 Maximum)	NOT PROVIDED
Annual Aggregate Limit (\$100,000 Maximum)	NOT PROVIDED
Fire and Water Damage Legal Liability (Coverage N)	
Each Occurrence Limit (\$100,000 Maximum)	\$100,000
Medical Payments (Coverage O)	
Each Person Limit (\$5,000 Maximum)	\$5,000
Each Occurrence Limit (\$25,000 Maximum)	\$25,000