

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WILLIAM DIXON, *et al.*

Plaintiffs,

v.

ADRIAN FENTY, *et al.*

Defendants.

Civil Action No. 74-285 (TFH)
Next Scheduled Event: Status Hearing
August 27, 2008

DEFENDANT DISTRICT OF COLUMBIA'S JUNE 2008 STATUS REPORT

The Defendant, by and through counsel, herein files its June 2008 Status Report pursuant to the Court's Order dated September 14, 2007.

I. INTRODUCTION

This status report addresses: (1) the status of the Department's compliance with the *Dixon* exit criteria; and (2) quarterly updates on select programs and activities identified by the Court's Order dated January 19, 2007.

II. EXIT CRITERIA

The District of Columbia Department of Mental Health ("DMH") continues to work to meet the performance targets established by the Consent Order of December 12, 2003 for the nineteen (19) Exit Criteria. Exhibit A provides a detailed update regarding the current status of meeting performance targets for each of the nineteen (19) criteria.

In his January 2008 report, the Court Monitor found that DMH satisfied the performance targets for Exit Criteria #12 and #19 and agreed that both Exit Criteria would be considered inactive for purposes of monitoring.

After DMH filed the March 2008 Status Report, DMH requested that the Court Monitor find DMH in compliance with the performance levels required for Exit Criteria #10. *See* Exhibit B, Letter Regarding Exit Criteria #10 dated April 15, 2008. In addition, DMH expects to request that the Court Monitor find DMH in compliance with the performance levels required for Exit Criteria #18 in June, 2008.

DMH has made substantial progress on Exit Criteria # 13, #16 and #17. DMH submitted its Comprehensive Homeless Services Strategy to the Court Monitor, which is a pre-requisite for achieving compliance with Exit Criteria #13 and #16. *See* Exhibit C, Letter to the Court Monitor and Comprehensive Homeless Services Strategy, dated May 14, 2008. DMH finalized the data collection metric for Exit Criteria #16 and submitted it to the Court Monitor's data consultant for approval on May 30, 2008. In light of published national benchmarks and state best practices data, DMH requested that the Court Monitor modify the performance level required for Exit Criteria #17, Demonstrated Continuity of Care Upon Discharge from Inpatient Facilities. *See* Exhibit D, Letter Regarding Exit Criteria #17 dated May 15, 2008.

In addition, DMH focused on addressing the Court Monitor's concerns with regard to Exit Criteria #3 and #4. DMH and the Court Monitor agreed to make a number of changes in the administration of the 2008 community service reviews to ensure more accuracy in scoring. *See* Exhibit E, Letter Regarding Exit Criteria #3 and #4 dated August 24, 2007 and Letter from the Court Monitor dated October 25, 2007.

Finally, DMH has made substantial progress in addressing one of the pre-requisites for including children, youth and adults receiving mental health services through the Medicaid Managed Care Organizations ("MCOs") under contract with the Department of Health, Medical Assistance Administration ("MAA") in reporting for Exit Criteria #5, Demonstrated Provision of

Service to Children and Adolescents (0-17) and #7, Demonstrated Provision of Service to Adults (age 18 and older). The November 7, 2003 Court Order allows DMH to submit for inclusion in the penetration rate for Exit Criteria # 5 and #7, those persons who are provided mental health services in the District and for whom DMH has direct or shared responsibility.

Earlier this year, in further recognition of DMH's authority over the provision of mental health services provided by the MCOs, MAA invited DMH to participate as a team member with MAA staff and staff from the federal Centers for Medicare and Medicaid Services in each MCO's readiness reviews to determine the adequacy of the MCOs' provider networks, assess their clinical and business operations and review their plans to ensure access to services and quality of care. MAA awarded contracts to the MCOs, effective May 1, 2008. Moving forward, DMH and MAA will be holding joint meetings with the MCOs to: (1) ensure agreement upon procedures for coordination of care between DMH providers and the MCOs; and (2) instruct MCOs on procedures for submitting any additional information required for *Dixon* reporting.

In addition, DMH is working with MAA to finalize a Memorandum of Understanding ("MOU") to govern delivery of behavioral health services by the four (4) MCOs under the new contracts effective May 1, 2008¹. DMH's authority to regulate all mental health services and supports for District of Columbia residents is set forth in the MOU, as well as specific duties and obligations that the MCOs owe to DMH. These duties and obligations include, but are not limited to: (a) including all DMH-certified Core Services Agencies in their respective provider networks; (b) submitting monthly reports on behavioral health services provided; and (c) developing and submitting reports required by DMH.

¹ One MCO, Amerigroup, has since withdrawn from MAA's MCO program.

III. COURT ORDERED UPDATES

While not a part of the *Dixon* Exit Criteria, DMH is required to report on the following programs and activities pursuant to the Court's Order dated January 19, 2007:

A. Alternative Governance Options for DCCSA

As discussed in the March 2008 Status Report, DMH retained KPMG LLP ("KPMG") to assist in conducting an analysis of options for the governance of the District of Columbia Community Services Agency ("DCCSA"). The KPMG analysis, which began in April, will: (1) include focus groups with stakeholders facilitated by KPMG; (2) be based on an analytical framework for comparison of potential alternatives; (3) review current DCCSA programs, staffing, assets, costs, revenue, improvement initiatives, and benefits and barriers to maintaining the current DCCSA structure; (4) analyze the capacity of the private sector to assure access to care and its willingness to provide the services; (5) analyze alternative governance and operations structures and include benchmarking of the various alternatives; and (6) develop a framework to determine potential cost implications.

DMH and KPMG established an initial set of mechanisms to communicate the progress of the assessment, including: (1) briefings for labor leaders, management and front line staff, stakeholder and interest groups; and (2) question and answer sessions and development of Frequently Asked Questions for employees, consumers and families. KPMG is expected to finalize options and recommendations by August 15, 2008. A KPMG power point presentation which includes the work plan is attached as Exhibit F.

As of May 23, 2008, KPMG has conducted four (4) focus groups with DCCSA staff and labor representatives. Six (6) additional focus groups with consumers, family members, consumer advocates, including legal services organizations, representatives from the State

Mental Health Planning Council and the Mental Health Partnership Council are scheduled through June 6, 2008. KPMG has also received expenditure data from the Office of the Chief Financial Officer (the "OCFO") to begin the financial analysis.

B. Comprehensive Crisis Emergency Services Plan

The final version of the Crisis Emergency Services Planning Workgroup Report (the "Crisis Emergency Report") was issued on December 21, 2007. A copy of the Crisis Emergency Report was furnished to the Court at the status conference of February 21, 2008. DMH held two quarterly implementation meetings after the issuance of the Crisis Emergency Report. The first meeting was held on February 13, 2008. A copy of the Crisis Emergency Report and the minutes from the first quarterly implementation meeting are available on the DMH website (www.dmh.dc.gov/CPEP). The second quarterly implementation meeting was held on May 14, 2008. A third quarterly implementation meeting is scheduled for September 17, 2008.

Implementation activities to date include the following:

(1) On May 16, 2008, DMH awarded the contract for the Court Urgent Care Clinic ("CUCC") to the Psychiatric Institute of Washington ("PIW"). The CUCC will be located within the D.C. Superior Court, which is located at 500 Indiana Avenue, NW, Washington, D.C. 20001. A copy of the CUCC contract is attached and marked as Exhibit G. On April 15, 2008, DMH entered into a Memorandum of Agreement ("MOA") with D.C. Superior Court for operation of the CUCC and identification of space to be used. A copy of the signed MOA is attached and marked as Exhibit H. Implementation activities have begun, and DMH expects that the CUCC will open during June 2008.

(2) The DCCSA developed and implemented a new program, called SURE, to enhance the access of services to adult consumers seeking services. SURE is designed to

guarantee quick and easy access to care and to ensure clinical intervention the same day of intake for consumers ninety percent (90%) of the time. A copy of a power point presentation that includes highlights about SURE is attached and marked as Exhibit I.

(3) DMH hired Luis Vasquez as the Adult Mobile Crisis Team Coordinator. Mr. Vasquez begins work on June 2, 2008. Implementation activities will begin in June 2008. DMH expects to have at least one mobile team operational by October 1, 2008.

C. Planning for CPEP

As discussed in prior status reports, DMH is proceeding with the renovation of Building #14 (the current building) for the Comprehensive Psychiatric Emergency Program (“CPEP”). DMH has engaged DC Housing Enterprises (a subsidiary of the District of Columbia Housing Authority) to bid the project and serve as the construction manager. Leo A. Daly will complete the design work for the renovation of Building #14. The CPEP operation will remain in Building #14 during the demolition and construction as most of the work will occur on the uninhabited half of the building. Renovation is scheduled to begin on June 23, 2008. The District of Columbia Department of Consumer and Regulatory Affairs issued a building permit for the renovations on May 23, 2008. *See* Exhibit J. The project is expected to be completed by October 3, 2008.

D. Payment to Providers

1. Payments to Providers for FY 2007 MHRS

As of April 18, 2008, DMH received unduplicated MHRS claims in the amount of \$43,577,993.00 for FY 2007 services. DMH has approved \$35,827,790.00 in claims for payment as of April 18, 2008. The OCFO has processed payments in the amount of \$35,466,751.00 as of March 31, 2008. A copy of the provider position report for FY 2007

payments, dated April 18, 2008, is attached and marked as Exhibit K. The last date for submission of new claims for FY 2007 was December 31, 2007. DMH expects to provide a final report of payments for all claims submitted prior to February 15, 2008, in the August 2008 report.

2. Payments to Providers for FY 2008 MHRS

As of May 2, 2008, DMH received unduplicated MHRS claims in the amount of \$18,859,625.00 for FY 2008 services. DMH has approved \$15,902,133.00 in claims for payment as of May 2, 2008. DMH sent \$9,472,027.00 in claims to MAA. MAA approved and processed payments in the amount of \$7,790,280.00 as of May 2, 2008. A copy of the provider position report for FY 2008 payments, dated May 2, 2008, is attached and marked as Exhibit L.

DMH completed the transition of claims payment to MAA. DMH continues to work collaboratively with MAA, the fiscal intermediary (“ACS”), and providers by meeting regularly and working through operational issues as needed. For example, the providers met with the new Medicaid MCOs and discussed the paneling process as well as the required billing codes for services reimbursed by the MCOs. Another important initiative that is currently underway is finalizing an agreement with MAA regarding the reimbursement for telephone-only services and Community Support services for Medicaid eligible individuals with services provided in FY 2008.

DMH also established a monthly meeting with selected key provider technical staff to identify and resolve claims system issues. This process resulted in the development of a remittance advice format that will allow all providers to reconcile their claims from Medicaid more quickly and efficiently. The remittance advice format became effective the week of May 12, 2008. The transition to Medicaid caused some claims payment delays that resulted from the

failure to assign rates for Assertive Community Treatment and Community-based Intervention in the ACS claims payment system. These problems have been addressed and resolved.

Subsequent to this resolution, Medicaid's intermediary, ACS had a technical issue relating to the implementation of the Health Information Portability and Accountability Act required National Provider Identification ("NPI") number that caused claims not to be processed. For a short time, this effected the processing of all DMH and other District providers' claims. DMH worked closely with MAA, ACS and effected DMH providers to resolve the issue. Both MAA and DMH expedited checks to one of DMH's most seriously effected providers and ACS appears to have resolved the problem. There are follow-up meetings with MAA, ACS and DMH providers being scheduled to monitor claims payment processes and to remediate any outstanding payment issues.

3. Development of Performance Metrics

As previously reported in the March 2008 status report, DMH selected Computer Intelligence Associates to implement operational metrics. Metrics have been initially created in the following core areas: Claims Processing, Access To Care, Consumer Enrollment, Provider Funding, and Medicaid Reimbursement. DMH put the metrics online for a group of DMH employees to scrutinize. The employees are reviewing these metrics to identify any data errors and to suggest improvements in the way data is currently presented in the metrics to make data more actionable. The review process has been extended to ensure that the metrics and the data reporting are satisfactory.

DMH is also identifying trending models that may be compatible with the metrics. For example, DMH is planning to add claim approval (previously known as the "warrant process") trending for both local and Medicaid expenditures. In addition, DMH is looking at developing

additional metrics, including the creation of a Dashboard that will capture and report on *Dixon* and DCCSA measures.

E. Quality of Care Issues at Saint Elizabeths Hospital

1. Filling Staff Vacancies

As of May 20, 2008, Saint Elizabeths Hospital (“Hospital”) has one thousand and one (1001) positions. Ninety five (95) of those positions are vacant, representing a nine and a half percent (9.5%) vacancy rate. Of the vacant positions, fifty four (54) vacancies are in some stage of the recruitment process, which means that a vacancy announcement has been issued or is in the process of being issued, applications have been received and reviewed, or a tentative selection has been made.

2. Quality of Care Issues

The Hospital is fully engaged in the implementation of the Department of Justice (“DOJ”) Settlement Agreement. Pursuant to the DOJ Settlement Agreement, DOJ visited the Hospital in February, 2008. During the visit, DOJ staff and consultants, including a psychiatrist, psychologist and nurse, met with Hospital staff to review records and provide consultation on integrated treatment planning, mental health assessments, and nursing standards. On April 16, 2008, DOJ issued a baseline report in excess of two hundred (200) pages, detailing consulting activities with recommended next steps. Due to the volume of the baseline report, it is not attached as an Exhibit to this status report. However, the baseline report is publicly available at the DMH website (www.dmh.dc.gov).

3. Environmental Assessment

Saint Elizabeths Hospital recently completed Environmental Assessment Survey to assess the status of hospital patient care facilities. The components of the survey were designed to help

the hospital staff identify and correct problems and improve the quality of the environment in which patient care and treatment occurs. Surveyors included hospital employees, DMH employees, mental health consumer employees, family members of consumers and advocates operating in three (3) person teams. The teams reviewed hospital adherence to one hundred and eleven (111) standards that address safety, infection control, maintenance, and environments of care issues. DMH plans to make the final Environmental Survey Report publicly available on the DMH website.

4. Hospital Information System

Planning and implementation of the Hospital's new information system (AVATAR) is approximately seventy-five percent (75%) complete. Phase I of implementation includes data on admission, discharge, billing, pharmaceuticals, and laboratory services. The Hospital completed a training plan for Phase I, and anticipates that Phase I will be completed between August and September 2008.

F. Implementation of KPMG Recommendations

With KPMG's project management assistance and claims evaluation assistance, DMH continues to pursue federal financial participation ("FFP") revenue from Medicaid by correcting and resubmitting previously denied claims. Although the arrangement with ValueOptions has ended, DMH staff in conjunction with the contract MHRS Project Manager, continue to pursue recovery of outstanding FFP. The major areas of focus are claims in prior years for Medicaid eligible individuals that were inappropriately paid as local claims, those that had incorrect demographic information and the final submission of CPEP and DCCSA claims. Due to DMH's ongoing revenue recovery efforts, DMH has collected the outstanding receivables for FY 2005 and FY 2006.

As reported in December 2007, DMH transitioned the payment function for MHRS Medicaid claims to MAA, which shifts the responsibility of managing claims denials and resubmissions to the MHRS providers. Since this recommendation has been fully implemented, beginning with the next status report, the District will report on the status of its relationship with MAA in the section on payments to providers.

With respect to the third KPMG deliverable, as previously reported, work on the evaluation of an ASO has been suspended, pending further discussions with the City Administrator's office how this initiative will be affected by the newly created Health Care Finance Administration. DMH will not report on this initiative in future reports unless the status of KPMG's work changes.

G. Use of Acute Care Beds as Alternatives to Saint Elizabeths Hospital

As reported in the March 2008 Status Report, DMH is working to expand acute care capacity. A table detailing current acute care admissions to GSCH, PIW and Saint Elizabeths Hospital is attached as Exhibit M. On May 20, 2008, DMH offered a contract to Providence Hospital to provide acute inpatient care to involuntary patients through the end of FY 2008. In addition, DMH is developing an RFP to expand acute care capacity for FY 2009 by establishing a Pre-Qualified list of Vendor Hospitals that can provide acute care services as needed by DMH. The FY 2009 budget includes an additional \$1.4 million to support expansion of acute care capacity.

H. Implementation of Saint Elizabeths Hospital Discharge Plan

As previously reported, DMH initiated work on the Saint Elizabeths Discharge Plan on January 2, 2007. As of May 28, 2008 two hundred forty five (245) consumers have been

discharged from Saint Elizabeths Hospital. Of those consumers, sixteen (16) were discharged to nursing homes, and fifty four (54) were re-admitted to the Hospital.

Currently there are thirty one (31) civil and forensic consumers identified as ready for discharge. Of those thirty one (31) consumers, there are two (2) who are waiting on nursing home placements. DMH is working to identify community placements that can be available for consumers ready for discharge that fall into special needs categories.

I. Construction of New Saint Elizabeths Hospital Building

Consistent with prior District status reports², a copy of the February 2008, March 2008 and April 2008 construction status reports prepared by Gilbane, the construction manager, are attached and marked as Exhibit N through P, respectively. In addition, monthly construction full-color pictorial updates are available at the DMH's website (www.dmh.dc.gov). As of May 5, 2008 (the date of the April status report) construction is approximately sixty-five percent (65%) complete.

Respectfully submitted,

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² While not required by Court Order, as a courtesy to the Court and the parties, DMH continues to report on the construction of the New Saint Elizabeths Hospital.

/s/ _____
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EXHIBIT A

**CURRENT STATUS OF
MEETING COURT REQUIRED
PERFORMANCE LEVELS**

MAY 30, 2008

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

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Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #1: Demonstrated Implementation and Use of
Functional Consumer Satisfaction.

Court Required Performance Level:

- (a) *Approval of the methods shall be based on the ability of the method(s) to provide timely, accurate and service specific information.*
- (b) *The Monitor will assess the extent to which consumer satisfaction data is being considered and utilized as appropriate to improve the availability and quality of care.*
- (c) General Methodology for Measurement:
 - (1) *DMH will select specific consumer satisfaction method(s) and submit them to the monitor for review and approval.*
 - (2) *The Monitor will review implementation of the approved method(s).*

Current Status:

- (a) DMH adopted policy #115.2, "Consumer Satisfaction Surveys" on March 6, 2007.
- (b) DMH has selected several methods for measuring consumer satisfaction:
 - the annual Mental Health Statistics Improvement Program ("MHSIP") survey for adults and children;
 - convenience sampling and focus groups conducted by the Consumer Action Network ("CAN"), a consumer-operated organization; and
 - the Ohio Mental Health Scales (used by the Child and Youth Services Division).

Next Steps:

- (a) DMH will demonstrate the extent to which consumer satisfaction data is being considered and used to improve the availability and quality of care.
- (b) DMH reconvened the Quality Council in August 2007. Subsequently, DMH formed an Internal Quality Committee ("IQC"). Both the Quality Council and the IQC received and reviewed the MHSIP and the CAN reports.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #2: Demonstrated Use of Consumer Functioning Review Method(s)
as Part of the DMH Quality Improvement System for Community Services.

Court Required Performance Level:

- (a) *Approval will be based on the selection and systemwide implementation of consumer functioning review methods.*
- (b) *The monitor will assess the extent to which consumer functioning review data is being utilized as an integral part of the DMH quality improvement system for community services.*
- (c) General Methodology for Measurement:
 - (1) *DMH will select specific consumer functioning review method(s) to be used in the DMH quality improvement system for community services.*
 - (2) *The Monitor will review the use of the consumer functioning review method(s) in the DMH quality improvement system for community services.*

Current Status:

DMH adopted policy # 300.1, "Level of Care Utilization System (Locus/Calocus) Evaluations" on April 28, 2005.

Next Steps:

- (a) DMH is working to resolve issues around information technology systems and has elected to change the platform back to a Web-based application. This change will enable providers' staff members to easily use the assessment tool. DMH will be able to aggregate and trend LOCUS / CALOCUS data.
- (b) Verification of LOCUS / CALOCUS documentation will be part of the fidelity (quality) reviews conducted by the Office of Accountability.
- (c) DMH will demonstrate the extent to which consumer functioning review data is being utilized as an integral part of the DMH quality improvement system for community services.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #3: Demonstrated Planning for and Delivery of Effective and Sufficient Consumer Services (Adults).

Court Required Performance Level:

- (a) *DMH will receive aggregate scores of 80% for positive systems performance for the adults who are sampled and reviewed.*
- (b) General Methodology for Measurement:
 - (1) *Consumer services reviews shall be conducted using stratified random sample of individuals who have received services within the DMH system with sample size sufficient to provide statistical levels of confidence.*
 - (2) Annual reviews will be conducted by one independent review team for adults.
 - (3) *Actual data collected on Individuals sampled will include a combination of: consumer and family interviews; record reviews; staff interviews; caregiver interviews; document reviews; and analysis of data.*
 - (4) *The independent teams selected to perform the reviews must measure in each of the following life and service domains in order to determine the adequacy of the intervention or response: (i) community living; (ii) health; (iii) meaningful activity; (iv) social network; (v) income; (vi) treatment; and (vii) service system capacity.*

Current Status:

DMH met the Court Required Performance Level for FY 2007 by achieving an aggregate score of 80%.

Next Steps:

The Adult Review is scheduled for June 2 - 13, 2008.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #4: Demonstrated Planning for and Delivery of Effective and Sufficient Consumer Services (Children/Youth).

Court Required Performance Level:

- (a) *DMH will receive aggregate scores of 80% for positive systems performance for the children/youth who are sampled and reviewed.*
- (b) General Methodology for Measurement:
 - (1) *Consumer services reviews shall be conducted using stratified random sample of individuals who have received services within the DMH system with sample size sufficient to provide statistical levels of confidence.*
 - (2) *Annual reviews will be conducted by independent review teams- one for children and youth and one for adults.*
 - (3) *Actual data collected on Individuals sampled will include a combination of: consumer and family interviews; record reviews; staff interviews; caregiver interviews; document reviews; and analysis of data.*
 - (4) *The independent teams selected to perform the reviews must measure in each of the following life and service domains in order to determine the adequacy of the intervention or response: (i) community living; (ii) life Skills; (iii) health and development; (iv) treatment; (v) family support; (vi) systems capacity for prevention and early intervention; and (vii) service system capacity.*

Current Status:

- (a) The 2008 review was conducted March 3 - 14, 2008.
- (b) DMH reported an acceptable system performance score of 36% for FY 2008. An additional percent of the cases were in the refinement zone and according to HSO could easily be improved.

Next Steps:

- (a) DMH will review recommendations of HSO to improve system performance.
- (b) DMH will train, consult and support child serving specialty providers to implement the child/family team model during FY 2008.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #5-8: Demonstrated System Performance.

Court Required Performance Level and Current Status:

- (a) Performance levels reflected in the chart below are based on MHRS claims only, no MCO data is included:

Exit Criteria #	Target	FY 06 Performance Level ¹	FY 07 Performance Level ²
#5 - Services to Children/Youth	5% of the District's Population of Children & Youth	2.44%	2.72%
#6 - Services to Children/Youth with SED	3% of the District's Population of Children & Youth	1.45%	1.64%
#7 - Services to Adults	3% of the District's Population of Adults	2.08%	2.17%
#8 - Services to Adults with SMI	2% of the District's Population of Adults	1.77%	1.83%

- (b) DMH is revisiting the data collection methods established with regard to the penetration rates. As of May 23, 2008, DMH's performance with regard to FY 07 penetration rates has improved from the levels reported in the Court Monitor's January 2008 report, and from the levels reported in DMH's March 2008 Status Report, as a result of further processing of FY 07 Mental Health Rehabilitation Service ("MHRS") claims.
- (c) In March 2008, for the first time, DMH staff participated in the readiness review of the Medicaid Managed Care Organizations ("MCOs") that were awarded contracts, effective May 1, 2008 with the District of Columbia Department of Health, Medical Assistance Administration ("MAA") to provide health insurance coverage and services. During the course of the readiness review, DMH staff reviewed on-site, the mental health services offered by the MCOs, including information about accreditation, certification and the MCO's quality assurance plans.

Next Steps:

- (a) DMH is finalizing the terms of a Memorandum of Understanding ("MOU") with the Department of Health, Medical Assistance Administration ("MAA") regarding the authority, oversight, rights, and responsibilities of DMH and MAA with respect to enrollees in the District of Columbia's Medicaid and Health Care Safety Net ("Alliance") Managed Care Program ("MCP"). The MOU between MAA and DMH is the result of MAA's procurement under Solicitation Number

¹ Based upon claims for FY 06 services that were processed and approved for payment as of December 20, 2007.

² Based upon claims for FY 07 services that were processed and approved for payment as of May 23, 2008.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

DCHC-2007-R-5050 and the resulting Contract (the "Contract") that MAA has entered into with the selected Managed Care Organizations ("MCOs").

- (b) DMH will analyze and validate Managed Care Organization ("MCO") data.
- (c) DMH will develop and validate internal data collection metric to include collection of MCO data.
- (d) DMH will identify other possible data sources.
- (e) DMH will develop and validate internal data collection metric to include collection of the additional data.
- (f) DMH will present additional data sources, data collection methods and validation methods to the Monitor for approval.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for Dixon Exit Criteria
May 30, 2008

Exit Criteria #9: Demonstrated Provision of Supported Housing for Adults with Serious Mental Illness Who Have Been Assessed as Needing Supported Housing and Have Been Referred to Receive this Service.

Court Required Performance Level:

- (a) *70% of persons referred for supported housing will receive supported housing within 45 days of referral.*
- (b) *An alternate target of this Exit Criteria is also stated as: In the aggregate for one full year 70% of persons referred will be placed in a supported housing program within 45 calendar days of referral.*
- (c) **General Methodology for Measurement:**
 - (1) *The number of adults (age 18 and over) with serious mental illness served by DMH who have received within a given time period the identified services will be measured as a percentage of the total number of adults with serious mental illness served in the community who have been referred to receive this service.*
 - (2) *The Operational Definition of this Exit Criteria is also stated as: the number of enrolled adults (ages 18 and over) with a primary mental health diagnosis of 295-297.1, 298.9, 300.4, 309.81 or 311 who are referred to supported housing with a completed application and who receive supported housing services within 45 calendar days of referral.*

Current Status and Performance Levels:

- (a) DMH adopted policy #511.1, "Access to Housing" on June 20, 2005.
- (b) Current performance levels are:

FY 06 Q3	FY 06 Q4	FY 07 Q1	FY 07 Q2	TOTAL
9.10 %	18.80 %	28.81 %	42.70 %	32.90 %

Next Steps:

DMH is revisiting the data collection methods established for Exit Criteria # 9 and will be discussing the definition of supported housing and the data collection method with the Court Monitor during the third quarter of FY 08.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #10: Demonstrated Provision of Supported Employment for Adults with Serious Mental Illness and Who Have Been Assessed as Needing Supported Employment and Have Been Referred to Receive this Service.

Court Required Performance Level:

- (a) *70% of persons referred for supported employment will receive supported employment within 120 calendar days of the referral.*
- (b) General Methodology for Measurement:

The number of adults (age 18 and over) with serious mental illness served by DMH who have received within a given time period the identified services will be measured as a percentage of the total number of adults with serious mental illness served in the community who have been referred to receive this service.

Current Status and Performance Levels:

- (a) DMH adopted policy #508.1, "Evidence Based Supported Employment Services" on March 22, 2005.
- (b) DMH met the Court Required Performance Levels for FY 2007 by achieving an aggregate score of 88.99%.

FY 07 Q1	FY 07 Q2	FY 07 Q3	FY 07 Q4	TOTAL
73.53%	95.83%	92.59%	100%	88.99%

- (c) On August 8, 2007, DMH submitted a letter to the Monitor requesting that active monitoring of this criteria cease.
- (d) In response to DMH's August 8, 2007 request to cease active monitoring of Exit Criteria #10, on October 25, 2007, the Monitor requested that DMH: (1) provide evidence that DMH Community providers are adhering to the policy with regard to referrals for supported employment services; (2) that DMH agree upon a system capacity target for services; and (3) that DMH facilitate social marketing and training for supported employment.
- (e) On April 15, 2008, DMH submitted a letter to the Court Monitor addressing several of the Court Monitor's requests, including results of a baseline and annual fidelity assessment, national data and again requested that the Court Monitor find DMH met the court required performance level for Exit Criteria #10.
- (f) DMH is awaiting written response from the Court Monitor.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Next Steps:

- (a) DMH has met and exceeded the performance target for Exit Criteria # 10 for 7 consecutive quarters, throughout calendar year 2006 and FY 07.
- (b) DMH will continue to work with the Court Monitor to address remaining concerns regarding DMH's substantial compliance with the Court Required Performance Levels for Exit Criteria #10.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #11: Demonstrated Provision of Assertive Community Treatment for Adults with Serious Mental Illness Who Have Been Assessed as Needing Services and Have Been Referred to Receive this Service.

Court Required Performance Level:

- (a) *85% of persons referred for ACT services will receive ACT services within 45 calendar days of the referral.*
- (b) General Methodology for Measurement:
 - (1) *The number of adults (age 18 and over) with serious mental illness served by DMH who have received within a given time period the identified services will be measured as a percentage of the total number of adults with serious mental illness served in the community who have been referred to receive this service.*

Current Status and Performance Levels:

- (a) DMH adopted policy #340.6, "Provision of Assertive Community Treatment (ACT) for Adult Consumers" on November 13, 2007.
- (b) Current Performance Levels:

FY 06 Q3	FY 06 Q4	FY 07 Q1	FY 07 Q2	TOTAL
62.50%	72.73%	56.25%	30.43%	51.52%

Next Steps:

- (a) DMH will provide evidence to the Court Monitor that services are being provided in fidelity to the evidence-based practice model.
- (b) DMH will provide evidence to the Court Monitor that community-based providers are referring consumers to this service in accordance with policy.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #12: Demonstrated Provision of Newer Generation
Anti-psychotic Medications for Adults with Schizophrenia.

Court Required Performance Level:

(a) *70% of adults served by DMH with a DSM IV diagnosis of schizophrenia will be prescribed newer generation medications.*

(b) General Methodology for Measurement:

The number of adults with a DSM IV diagnosis of schizophrenia who may have received during a given time period one of the newer generation anti-psychotic medications ... will be measured as a percentage of the total number of adults with schizophrenia in the community served during the same time period.

Current Status:

Inactive monitoring.

Next Steps:

Maintain performance level.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #13: Demonstrated Provision of Services to Adults who are Chronically Homeless and Seriously Mentally Ill.

Exit Criteria #16: Demonstrated Provision of Services to Children and Adolescents who are Homeless.

Court Required Performance Level:

- (a) *ADULTS: One hundred and fifty (150) individuals Identified as chronically homeless and seriously mentally ill will be engaged by a DMH approved provider in its Housing First Initiative and DMH will demonstrate the implementation of a comprehensive strategy to engage and serve persons who are seriously mentally ill and temporarily or chronically homeless.*

CHILDREN: One hundred (100) children/youth identified as homeless will be engaged by a DMH approved provider and DMH will demonstrate the implementation of a comprehensive strategy to engage and serve children/youth who are temporarily or chronically homeless.

- (b) General Methodology for Measurement:

ADULTS: The number of adult persons served by DMH identified as chronically homeless and seriously mentally ill will be measured.

CHILDREN: DMH served children/youth who are homeless will be measured as a percentage of the total number of District children/youth who are homeless.

Current Status and Performance Levels:

- (a) DMH adopted policy #511.2, "Providing Housing and Services to Homeless Consumers" on June 10, 2005.
- (b) On April 24, 2008, DMH submitted its draft comprehensive strategy for serving the homeless to the Court Monitor for review and approval.
- (c) On May 14, 2008, DMH submitted a revised draft of the comprehensive strategy for serving the homeless to the Court Monitor for review and approval. In addition, at the request of the Court Monitor, DMH provided the staff for the Interagency Council on Homelessness with a copy of the draft comprehensive strategy for comment and feedback.
- (c) DMH is prepared to officially adopt the comprehensive strategy to engage and serve persons who are seriously mentally ill and temporarily or chronically homeless as soon as the Court Monitor approves the strategy. DMH has already implemented all of the initiatives described in the comprehensive strategy.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

- (d) DMH finalized data collection method for Exit Criteria #13.

Next Steps:

- (a) DMH will provide evidence to the Monitor that DMH is meeting the Court Required Performance Levels, and request that active monitoring of Exit Criteria #13 cease.
- (b) DMH will complete the data collection metric for Exit Criteria #16 and submit it to the Court Monitor for validation by his data consultant.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #14: Demonstrated Provision of Services to Children/Youth
(with Serious Emotional Disturbance) in Natural Settings.

Court Required Performance Level:

(a) *75% of all children with SED will have received a service in a natural setting. This measurement will not occur until DMH has achieved a penetration rate for SED children/youth of at least 2.5%.*

(b) General Methodology for Measurement:

The number of children/youth with serious emotional disturbance who receive services in various natural settings will be measured as a percentage of the total number of children/youth with serious emotional disturbance served by the DMH for the same period.

Current Status and Performance Level:

(a) DMH adopted policy #340.4, "Services to Children and Youth in Natural Settings" on April 22, 2005.

(b) Current performance levels:

FY 07 Q1	FY 07 Q2	FY 07 Q3	FY 07 Q4	TOTAL
63.8%	66.0%	66.21%	38.9%	64.05% ³

Next Steps:

Improve penetration rates – see Exit Criteria #5 and #6.

³ Based upon submitted claims that were approved for payment as of May 23, 2008. During the 4th quarter, DMH advised providers that same-day service claims needed to be rolled-up into one claim for purposes of submission and payment by Medicaid. Claims for services rendered in different service locations were to be billed using location code 99. As a result of this change in billing requirements, the data reported for Exit Criteria #14 for the 4th quarter is significantly lower than prior quarters.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #15: Demonstrated Support for Children/youth with Serious Emotional Disturbance to Live in Their Own Home or Surrogate Home.

Court Required Performance Level:

(a) *85% of all children/youth served by DMH with SED will be living in their own home or a surrogate home. This measure will not occur until DMH has achieved a penetration rate for SED children/youth of at least 2.5%.*

(b) General Methodology for Measurement:

The number of DMH-served children/youth with serious emotional disturbance who live in their own home or surrogate home will be measured as a percentage of the total number of SED children and youth served by DMH for the same period.

Current Status and Performance Level:

(a) DMH adopted policy #340.5, "Maintaining Children and Youth in Their Homes" on April 22, 2005.

(b) DMH is meeting current performance levels, however the measure cannot be moved to inactive monitoring until DMH has achieved a penetration rate for SED children and youth of at least 2.5%:

FY 07 Q1	FY 07 Q2	FY 07 Q3	FY 07 Q4	TOTAL
96.9%	95.6%	94.8%	95.1%	93.7% ⁴

Next Steps:

DMH will improve penetration rates – see Exit Criteria 5 & 6.

⁴ Based upon submitted claims that were approved for payment as of May 23, 2008.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

**Exit Criteria #16: Demonstrated Provision of Services to
Children/youth who are Homeless.**

(See page 13.)

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #17: Demonstrated Continuity of Care Upon
Discharge from Inpatient Facilities.

Court Required Performance Level:

- (a) *80% of known discharges from inpatient psychiatric hospital (St. Elizabeths or Community Hospital) will have a non-emergency contact within seven calendar days. This percentage is for both children/youth and adults.*
- (b) General Methodology for Measurement:

Percentage of DMH consumers (calculated separately for adults and children/youth) discharged from an inpatient unit who are seen in a non-emergency outpatient setting within seven days of discharge will be determined.

Current Status and Performance Level:

- (a) DMH adopted policy #200.2, "Continuity of Care" on July 25, 2002.
- (b) DMH revised its continuity of care requirements and adopted policy #200.5, "Continuity of Care Guidelines for Children and Youth" on May 11, 2007.
- (c) On May 15, 2008, DMH requested that the Court Monitor modify the performance level required for Exit Criteria #17, Demonstrated Continuity of Care Upon Discharge from Inpatient Facilities in light of national benchmarks and state best practices.

Next Steps:

- (a) Work with the Monitor to reach agreement on a Required Court Performance Level that more accurately reflects national practice standards as well as practice standards from the current highest performing states.
- (b) Finalize data collection metric and submit to the Court Monitor for validation.
- (c) Revise and update continuity of care policy for adults.
- (d) Provide evidence to the court monitor that community-based providers are complying with continuity of care policies – both adults and children.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

**Exit Criteria #18: Demonstrated Increase in the Percentage of Total
Resources Directed Toward Community-Based Services.**

Court Required Performance Level:

(a) *60% of the total annual DMH expenditures will be directed toward community-based services.*

(b) General Methodology for Measurement:

The dollars expended for community services (Department-run and contracted) will be measured as a percentage of the total DMH expenses for the same period, as documented by the end of the year independent audit.

Current Status and Performance Levels:

(a) DMH met the performance target for Exit Criteria # 18 for FY 2006.

(b) DMH expects to formally submit evidence to the Monitor that DMH achieved compliance with Exit Criteria #18, and requested that the Monitor cease active monitoring of Exit Criteria #18 in June 2008.

Next Steps:

(a) Maintain performance levels.

Exhibit A
Department of Mental Health Current Status of Meeting
Court Required Performance Levels for *Dixon* Exit Criteria
May 30, 2008

Exit Criteria #19: Demonstrated Maximization of Use of Medicaid
Funding to Support Community-Based Services.

Court Required Performance Level:

(a) *49% of total MHRS billings for community services (Medicaid-approved services) will be reimbursed by federal Medicaid dollars.*

(b) General Methodology for Measurement:

The Medicaid reimbursement dollars for DMH (federal dollars only) will be measured as a percentage of total community-based MHRS billings for Medicaid-approved services.

Current Status:

Inactive Monitoring.

Next Steps:

Maintain performance levels.

EXHIBIT B

**DMH LETTER REGARDING
EXIT CRITERIA #10, DATED
APRIL 15, 2008**

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH



April 15, 2008

Dennis R. Jones, Monitor
1730 Rhode Island Avenue, NW, Suite 206
Washington, D.C. 20036

Re: Dixon et al. v. Fenty, et al.
CA No. 74-285 (TJH)
Evidence of Compliance with Exit Criteria #10 – Provision of Supported
Employment Services

Dear Mr. Jones:

This letter is in response to your October 25, 2007, letter regarding Evidence of Compliance with Exit Criteria #10 – Provision of Supported Employment Services (“Exit Criteria #10”) (the “October 25th Letter”).

We have had several discussions with you about the October 25th letter and the additional requirements you have imposed with regard to Exit Criteria #10. The purpose of this letter is to memorialize our understanding of those discussions and to provide you with an update on the work that has occurred since October 25, 2007 with regard to Exit Criteria #10.

We further request that the Dixon Court Monitor: (1) find that the Department of Mental Health (“DMH”) has achieved the performance levels required for Exit Criteria #10; (2) report on the performance levels to the U.S. District Court as required by the Exit Criteria Order; and (3) cease active monitoring of Exit Criteria #10.

1. **Updated Information about Current System Capacity.**

In FY 2007, DMH had the capacity to provide supported employment services to 475 consumers¹. As discussed in our letter of August 8, 2007, DMH has increased the system

¹ The total capacity of the supported employment system is calculated using the following formula: Total number of supported employment counselors multiplied by the maximum caseload per supported employment counselor. DMH established the caseload range per supported employment counselor in DMH Policy # 508.1, Evidence Based Supported Employment Services, which was adopted on March 22, 2005 (the “Supported Employment Policy”). A copy of the Supported Employment Policy was included with my August 8, 2007 letter and marked as Attachment A. The caseload range for supported employment counselors is 15 – 25 consumers. This is consistent with the requirements of the Individual Placement Individual Placement and Support (“IPS”) model. In FY 2007, there were a total of 19 supported employment counselors with a maximum caseload of 25 consumers.

capacity by adding another supported employment provider and increasing the reimbursement rate for all supported employment providers.

On October 1, 2007, DMH entered into a contract with Pathways to Housing (“Pathways”) for the provision of supported employment services throughout FY 2008. Pathways expects to provide supported employment services to up to 75² consumers in FY 2008. Assuming that the existing supported employment providers maintain full caseloads of 25 consumers per supported employment specialist, the addition of Pathways is expected to bring the supported employment system capacity up to 550 consumers for FY 2008.

For FY 2008 supported employment contracts, DMH increased the reimbursement rate for supported employment providers from \$45 to \$65 per hour. We believe that the increase in the reimbursement rate will incentivize existing providers to expand participation in the supported employment program.

However, based upon your October 25th letter and our subsequent discussions, it is our understanding that you believe the District needs to further expand the capacity of its supported employment system in order to meet the needs of District residents with mental health problems. We agreed that DMH would research the capacity of other comparable supported employment systems and present the results of the research to you, for consideration in determining the appropriate capacity for the supported employment system.

2. National Research Regarding Supported Employment Capacity.

As you know, DMH has been one of 10 states participating in the Dartmouth Johnson and Johnson National Supported Employment Initiative (the “Dartmouth Initiative”). We have obtained data about the supported employment programs operated by all of the states participating in the Dartmouth Initiative, including data about the supported employment programs operated in the largest urban areas in each of those states. A summary of the data we collected on the state level is attached and marked as Exhibit A. A summary of the data we collected on the city level is attached and marked as Exhibit B.

A. Data Sources.

We collected data about the state population from the U.S. Census Bureau, including the number of adults (ages 18 and over). For purposes of this analysis we used the July 1, 2006 population estimates for each jurisdiction. We also collected data about the poverty level in each state from the U.S. Census Bureau. For purposes of this analysis we used the 3 year poverty rate average. Data about the population of each urban area in the Dartmouth Initiative states was collected from the U.S. Census Bureau. All of the data from the U.S. Census Bureau is available on the U.S. Census Bureau website (www.census.gov).

² Assuming that three (3) supported employment counselors each serve a maximum caseload of twenty-five (25) consumers the entire year.

Data about the number of adults with serious mental illness (“SMI”) who actually received services in each state was obtained from the Uniform Reporting System Tables (www.samhsa.gov). Data reported for 2006 was used for this analysis, since it was the most current data available. Data about the estimated number of persons with SMI in each state and each city was calculated using the data obtained from the U.S. Census Bureau and the performance target of 2% of the adult population that was established in the Exit Criteria Order for Dixon Exit Criteria #8, Services Provided to Persons with SMI.

Data about the number of supported employment slots in each state and the selected cities was obtained from the Dartmouth Initiative.

B. Analysis of State Level Data.

(1) Services to Persons with SMI.

In 2006, DMH provided services to 8,280 adults with (“SMI”) or 89% of the targeted population. DMH’s performance ranked second among the Dartmouth Initiative states. Only Oregon was providing services to a higher percentage of the estimated adult population with SMI at 98%. South Carolina ranked third at 82%. *See Exhibit A.*

(2) Poverty Levels.

The District’s poverty rate is 18.8%, using a 3-year average (2004 – 2006). The District has the highest poverty rate of all of the Dartmouth Initiative states. South Carolina ranks second at 13.7%. Maryland’s poverty rate is 9.3%. Minnesota and Vermont tied for the lowest poverty rate at 7.7%.³

(3) System Capacity versus Capacity of Actual Adults with SMI per Thousand.

When we compared the system capacity of each of the Dartmouth Initiative states to their estimated census of adult population with SMI, we found that the District is capable of serving 50.89 adults with SMI per thousand. Only two states serve a higher number of adults with SMI per thousand—Vermont with 121.91 and Kansas with 71.79. The District’s performance in terms of system capacity per thousand adults with SMI is more than two times higher than Maryland (20.76 adults with SMI per thousand) and nearly four times higher than South Carolina (13.08 adults with SMI per thousand).

In comparison to the other states participating in the Dartmouth Initiative, this data clearly indicates that, at current capacity, the District ranks at the top of the Dartmouth Initiative for states in terms of system capacity.

³ The poverty rate for all three states is reported using a 3-year average (2004 – 2006).

C. Analysis of City Level Data.

System Capacity per thousand adults with SMI becomes more nebulous when we attempt to compare the District to cities located within Dartmouth Initiative states. It is highly unlikely that every city and town in a state would have a supported employment program, thus resulting in clients from around the state being referred to a few sites for assistance.

For example, approximately 3.5% of the population of Connecticut lives in Hartford, Connecticut. However, the information provided by the Dartmouth initiative indicates that 67% of Connecticut's supported employment slots are in Hartford. As a result, Hartford's capacity is 119.8 per thousand, while the state's capacity is only 38 per thousand. In Kansas, the state's capacity is 71.79 per thousand in treating adults with SMI, while in Kansas City the rate is 192.2 per thousand. In Oregon, the state's capacity is 8.95 per thousand, while Portland's is 150 per thousand. Similar findings are seen when comparing the District to other cities in participating Dartmouth states. A summary of the data we have collected comparing city/state levels is attached and marked as Exhibit C.

As previously discussed, DMH believes that it would be appropriate to compare the District's supported employment program to the supported employment program operating in the City of Baltimore, Maryland. Each jurisdiction has a similar population with a comparable poverty rates. The population of Baltimore, Maryland is 628,670 compared to 563,384 in the District. The poverty rate for Baltimore is 22.9% compared to 18.8% for the District. In 2007, Baltimore's supported employment program had the capacity to serve 400 people. This equals 42.3 slots per thousand of the population of adults with SMI living in Baltimore. The District had the capacity to serve 475 people in its supported employment program or 50.89 slots per thousand of the population of adults with SMI living in the District.

In terms of capacity to serve adults with SMI, the District's supported employment program is clearly among the best in the nation and compares favorably to Baltimore's program.

3. Referral Levels.

You also advised us that you believed the referral levels for supported employment services were low, in part due to anecdotal evidence regarding limited knowledge of case workers and consumers about the availability of supported employment services.

A. Social Marketing Program.

As discussed in the August 8, 2007 letter, DMH has implemented a social marketing plan to educate clinicians and case workers about Evidence-Based Practice Supported Employment Services, while promoting the service to consumers. The social marketing plan consists of the following activities: outreach to providers and consumers, advertising the program through speaking engagements, training for providers and consumers, and articles in various publications.

Outreach activities include presentations by the DMH Employment Specialist and the Supported Employment coordinators for the contracted providers about supported employment throughout the community. Recent presentations at the FamilyLinks Outreach Center and the Department of Youth Rehabilitation Services resulted in a total of 8 immediate referrals. Other presentations to mental health service providers and other referral sources (including the District of Columbia Public Schools) are scheduled throughout the spring and will continue into the summer. In addition, DMH has partnered with the Department of Disability Services, Rehabilitation Services Administration to spend \$20,000 on outreach and orientation activities relating to supported employment.

The DMH Employment Specialist collaborated with the DMH Training Institute and developed and implemented ongoing supported employment training targeted to clinicians and consumers. A copy of the DMH Training Institute's spring 2008 calendar, which includes details about some of the scheduled training, is attached and marked as ***Exhibit D***. The training for clinicians is designed to help educate clinicians about consumers' ability to work and how to link consumers to supported employment services. The training for consumers is designed to help them understand the nature of supported employment services, that they can work, and how to request the service. This training will continue to be offered throughout the year to both consumers and staff. The initial training sessions were conducted on March 26 (11 attendees) and March 27, 2008 (5 attendees). Next scheduled training sessions are on June 26, 2008 (consumers)⁴ and July 24, 2008 (providers).

Finally, DMH is partnering with the DC Chapter of the National Alliance for the Mentally Ill (NAMI) to write two articles per year about supported employment services. The first article will be published in May 2008.

B. Data Collection about Referral Sources.

In addition to implementing its social marketing program, DMH began to collect data about the referral source for all new supported employment referrals in September 2007. The results of this data collection effort through March 20, 2008⁵ are summarized in attached ***Exhibit E***. One trend immediately noticeable is that as a result of our social marketing plan, we have expanded the number of referring sources from 7 to 13. DMH will use the data about referral sources to target further training and educational efforts.

4. **Annual Supported Employment Fidelity Assessments.**

As previously reported, the DMH Employment Specialist has conducted a baseline and subsequent annual Supported Employment Fidelity Assessments of each DMH approved Supported Employment provider, in accordance with section 7 of the Supported Employment Policy. DMH uses the Supported Employment Fidelity Scale Development by Dartmouth

⁴ The site for this training has been moved to a community setting, so that it is more convenient for consumers to attend.

⁵ The data reported does not reflect any referrals that may result from the training sessions that were offered on March 26 – 27, 2008.

College, Psychiatric Research Center to conduct the assessments (the “Dartmouth Fidelity Scale”).

The Dartmouth Fidelity Scale scores providers on a scale from 0 to 75, in three categories: (1) staffing; (2) organization; and (3) services. A score in the range of 66 to 75 is deemed to be “Good Supported Employment Implementation.” A score in the range of 56 – 65 is deemed to be “Fair Supported Employment Implementation.” A score below 55 is deemed “Not Supported Employment.

Providers receiving a fidelity score below 55 are required to develop a plan of correction and receive technical assistance from DMH to address program deficiencies. An updated summary of the results of the baseline and annual fidelity assessments of each program, including FY 2007 results, is attached and marked as Exhibit F.

5. Updated Performance Target Information for Calendar Year 2006 and Fiscal Year 2007.

Quarter	FY 06 Q2	FY 06 Q3	FY 06 Q4	FY 07 Q1	calendar year 2006 Total
Target Percentage	70%	70%	70%	70%	70%
Actual Percentage	96.9%	97.1%	98.2%	94.1%	97.1%
Total Adult Consumers receiving supported employment services within 120 days of referral	31	34	56	16	137
Total Adult Consumers Referred for Supported Employment Services	32	35	57	17	141

Quarter	FY 07 Q1	FY 07 Q2	FY 07 Q3	FY 07 Q4	Fiscal year 2007 Total
Target Percentage	70%	70%	70%	70%	70%
Actual Percentage	73.53%	95.83%	92.59%	100%	88.99%
Total Adult Consumers receiving supported employment services within 120 days of referral	25	23	25	24	97
Total Adult Consumers Referred for Supported Employment Services	34	24	27	24	109

The performance target data for the first quarter of FY 2007 in the second chart differs from the data contained in the first chart, because the first chart was manually produced in August 2007

Dennis R. Jones
April 15, 2008
Page 7 of 7

prior to the approval of the metric for measuring supported employment by the court monitor's data validation consultant. The second or bottom chart is based on the results of a computer-based algorithmic interpretation of the data developed using the data collection metric approved by the Dixon Court Monitor's data validation consultant.

Conclusion.

DMH has met the applicable policy and practice requirements for achieving performance with regard to provision of supported employment services to adults with serious mental illness.

DMH has met and exceeded the performance target for Exit Criteria # 10 for 7 consecutive quarters, throughout calendar year 2006 and FY 07. In addition, comparison with other states and a comparable city indicate that the District's Supported Employment program is performing at a very high level.

Accordingly, DMH hereby requests that the Dixon Court Monitor find that DMH has achieved the performance levels required for Exit Criteria #10; report on the performance levels to the U.S. District Court as required by the Exit Criteria Order; and cease active monitoring of Exit Criteria #10.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Baron", is written over a horizontal line that extends across the page.

Stephen T. Baron
Director

Cc: Daniel A. Rezneck, Counsel for the District of Columbia

EXHIBIT C

**DMH LETTER REGARDING
THE COMPREHENSIVE
STRATEGY FOR SERVING THE
HOMELESS REQUIRED FOR
EXIT CRITERIA # 13 AND # 16**

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH



Office of the Director

May 14, 2008

Dennis R. Jones, Monitor
1730 Rhode Island Avenue, NW, Suite 206
Washington, D.C. 20036

Re: Dixon et al. v. Fenty, et al., Civil Action No. 74-285 (TJH)
Evidence of Comprehensive Strategy In Compliance With Exit Criteria #13 –
Provision of Services to Adults Who Are Chronically Homeless and Seriously
Mentally Ill and Exit Criteria # 16 – Provision of Services to Children and
Adolescents Who Are Homeless

Dear Mr. Jones:

I write to follow up on my letter of April 24, 2008, requesting formal approval of the Department of Mental Health's ("DMH") Comprehensive Homeless Services Strategy ("CHSS"). The CHSS is a performance target for Exit Criteria # 13 – Provision of Services to Homeless Adults with a Serious Mental Illness and Exit Criteria # 16 – Provision of Services to Children and Adolescents Who Are Homeless. We want to first thank you for your guidance on this matter. We are also pleased to report on the following actions that further support our request for formal acceptance of the CHSS.

After meeting with Anne Sturtz and Christine Samonds on May 7, 2008, to review the draft of the CHSS, you asked DMH to include the following language:

- a general statement of commitment by DMH to ongoing provision of services to the homeless; and
- a provision requiring periodic revisions of the CHSS to reflect changes in the District of Columbia's plans for homeless services.

Attached for your review is a revised CHSS that incorporates your suggestions and clearly articulates DMH's commitment to the provision of services to the homeless and to conduct periodic revisions. *See Exhibit A.*

Dennis R. Jones
May 14, 2008
Page 2 of 2

In addition, you had requested that DMH submit the CHSS to the Interagency Council on Homelessness (the "Interagency Council") for review and approval.

Based on your recommendation, we have recently submitted a copy of the CHSS to both the staff working in the Office of the City Administrator and the liaison to the Interagency Council for their review and comment. We will incorporate any feedback received into our annual review and revision of the CHSS. We also expect that DMH's CHSS will be incorporated, in some fashion, into the Interagency Council's strategic plan, which is currently being developed.

Furthermore, as indicated in my letter of April 24, 2008, DMH intends to adopt the CHSS in accordance with the DMH Policy Issuance System and make it available on the DMH website (www.dmh.dc.gov).

Therefore, in accordance with the requirements of the December 12, 2003 Consent Order Approving Agreed Exit Criteria With Measurement Methodology and Performance Levels (the "Exit Criteria Order"), DMH hereby requests that the Dixon Court Monitor accept the Department's CHSS in satisfaction of the requirements of Exit Criteria #13 and Exit Criteria #16 for a comprehensive strategy for serving the homeless.

If you have any questions or wish to discuss this matter further, please feel free to call me at (202) 673-2200.

Sincerely,



Stephen T. Baron
Director

Attachment

Cc: Daniel R. Rezneck, Counsel for the District of Columbia
Anthony Herman, Counsel for the Dixon Class

EXHIBIT D

DMH LETTER REGARDING MODIFICATION OF PERFORMANCE TARGET FOR EXIT CRITERIA #17

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH



Office of the Director

May 15, 2008

Dennis R. Jones, Monitor
1730 Rhode Island Avenue, NW, Suite 206
Washington, D.C. 20036

Re: Dixon et al. v. Fenty, et al., Civil Action No. 74-285 (TJH)
Exit Criterion #17 – Demonstrated Continuity of Care Upon Discharge from
Inpatient Facilities (Children/Youth and Adults)

Dear Mr. Jones:

We are writing to solicit your consent on our proposed modification to Exit Criterion #17 – Demonstrated Continuity of Care Upon Discharge from Inpatient Facilities (Children/Youth and Adults) (“Continuity of Care”), to bring the performance levels and target in line with national benchmarks for Medicaid managed healthcare plans.

National Practice Standards and Benchmarks.

In March 2008, DMH staff participated in the readiness review of the Medicaid managed care organizations (“MCOs”) that were awarded contracts, effective May 1, 2008 with the District of Columbia Department of Health, Medical Assistance Administration (“MAA”) to provide health insurance coverage and services. During the course of the readiness review, DMH staff reviewed on-site, the mental health services offered by the MCOs, including information about accreditation, certification and the MCO’s quality assurance plans. Among other things, DMH staff reviewed data reported to the National Committee for Quality Assurance (“NCQA”) regarding a variety of performance measures to gain NCQA accreditation, which is a requirement under the new contract with MAA.

NCQA is a private, 501(c) (3) not-for-profit organization dedicated to improving health care quality. NCQA has developed quality standards and performance measures for a broad range of health care entities. NCQA accredits a variety of health plans and requires annual reporting of performance on performance measures from accredited healthcare plans. These performance measures are referred to as the Healthcare Effectiveness Data and Information Set (“HEDIS”)

and are used by health plans, employers and other health insurance purchasers to measure performance on various dimensions of care and service.

HEDIS includes a performance measure that is described as “Follow-up After Hospitalization for Mental Illness.” NCQA uses the following definition:

This measure indicates the percentage of members age 6 and older who received inpatient treatment for a mental health disorder and who had an ambulatory or other specified type of follow-up after discharge. It separately measures the percentage of members who received follow-up care within 7 and 30 days.

The NCQA definition of follow-up after hospitalization is substantially similar to the Dixon operational definition of a follow-up visit. The Dixon operational definition of follow-up is “a documented community-based non-emergency, non-residential service performed by CSA or designee.” However, NCQA does not distinguish between follow-up services provided to children/youth and adults in reporting on follow-up after hospitalization.

Performance on this HEDIS measure is reported by Medicaid managed care organizations, commercial insurers, Medicare managed care organizations and preferred provider organizations¹.

In 2007, NCQA reported the following results for Medicaid managed care organizations:

	Follow-Up in 7 Days	Follow-Up in 30 Days
National Average	39.1 %	57.7 %
Top Performance ²	54.4 % (New York)	69.2 % (New York)

NCQA also reported the following trended data for Medicaid managed care organizations for 2005 and 2006:

	Follow-Up in 7 Days	Follow-Up in 30 Days
2006	39.1%	57.7%
2005	39.2%	56.8%

Although the performance levels for Commercial and Medicare plans are slightly higher than the performance levels for the Medicaid plans, the Commercial, Medicare or Medicaid plans are providing follow-up services to less than 60% of members who received inpatient treatment for a mental health disorder within seven (7) days after discharge.

¹ In 2007, 141 preferred provider organizations reported data on 21 million members. See “NCQA Report on the State of Health Care Quality”, page 4.

² NCQA reports on a top performing state only if five (5) or more plans reported for the state. See “NCQA Report on the State of Health Care Quality, page 17.

A copy of the NCQA report on "The State of Health Care Quality 2007" is attached and marked as Exhibit A.

Exit Criterion #17 Requirements.

The Exit Criteria Order includes the following requirements for demonstrating compliance with the performance levels established in Exit Criteria #17:

General Methodology for Measurement: The percentage of DMH consumers (calculated separately for adults and children/youth) discharged from an inpatient unit who are seen in a non-emergency outpatient setting within seven days of discharge will be determined.

Required Performance Levels: 80% of known discharges from an inpatient psychiatric hospital (St. Elizabeths or Community Hospital) will have a non-emergency contact within seven calendar days. This percentage is for both children/youth and adults.

Operational Definition: Percentage of all known inpatient discharges during the quarter who received a documented non-emergency service from a CSR/provider within 7 days of discharge.

Inpatient: All psychiatric inpatient services provided to persons enrolled in the Department's community services enrollment and payment system.

Discharges: Known discharges to the community as part of the hospital's defined discharge process. This does not include AWOL, leave, etc.

Follow-up: Follow up is a documented community-based non-emergency, non-residential service performed by CSA or designee.

7 days: Services must be provided by the end of the seventh calendar day, not counting the day of discharge.

Target: 80% of children discharged and 80% of adults discharged in the aggregate for one full year.

One Full Year: Means any four consecutive quarters.

Aggregate: Means cumulative performance over four consecutive quarters.

Conclusion and Recommendations.

The NCQA data for 2007 shows that the best performing state was providing a follow-up mental health service to 54.4% of consumers discharged from an inpatient setting within seven (7) days

Dennis R. Jones
May 15, 2008
Page 4 of 4

of discharge. The national average was 39.1%. This is significantly lower than the 80% required performance level and target established in the Exit Criteria Order. It seems unreasonable and contrary to the expressed purposes of the negotiated Exit Criteria, to impose a significantly higher standard on the District of Columbia than the highest performing state.

Therefore, DMH hereby requests that the Court Monitor recommend that the required performance level and target for Exit Criterion #17 be changed from 80% to 60% of consumers discharged from an inpatient psychiatric setting receive a community-based non-crisis service within seven (7) days of discharge, to more accurately reflect national practice standards as well as practice standards from the current best performing state.

If the Court Monitor will recommend the use of the NCQA HEDIS standard as a benchmark to measure DMH's performance for Exit Criterion #17, DMH would agree to amend Exit Criterion #17 to include additional reporting on the total percentage of consumers who receive a community-based non-crisis service within thirty (30) days after discharge from an inpatient psychiatric hospital. DMH would also agree to a required performance level and target of 65% of consumers receiving a follow-up service within thirty (30) days of discharge from an inpatient psychiatric setting. Again, DMH believes that this proposed required performance level and target is consistent with national benchmarks.

If you have any questions or wish to discuss this matter further, please feel free to call me at (202) 673-2200.

Sincerely,



Stephen T. Baron
Director

Attachment

Cc: Anthony A. Herman, Counsel to the Dixon Plaintiffs
Daniel R. Rezneck, Counsel for the District of Columbia

EXHIBIT E

LETTERS REGARDING THE ADMINISTRATION OF THE 2008 COMMUNITY SERVICE REVIEWS

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH



August 24, 2007

Dennis R. Jones, Monitor
1730 Rhode Island Avenue, NW, Suite 206
Washington, D.C. 20036

Re: Dixon et al. v. Fenty, et al.
CA No. 74-285 (TJH)
Agreements Regarding Reporting and Measurement for Exit Criteria #3 -
Community Service Reviews for Adults and Exit Criteria #4 – Community
Service Reviews for Children/Youth.

Dear Mr. Jones: 

The purpose of this letter is to memorialize our agreements regarding the FY 2008 community services reviews for adults, children and youth. The community service reviews are required by the December 12, 2003 Consent Order Approving Agreed Exit Criteria With Measurement Methodology and Performance Levels (the "Exit Criteria Order"). This letter addresses four (4) subjects: the sample size of the reviews, the composition of the review team, data collection methods and policy requirements.

1. Sample Size.

As you know, the Exit Criteria Order specifies that "[c]onsumer services reviews shall be conducted using stratified random samples of individuals who have received services within the DMH system – with sample size sufficient to provide statistical levels of confidence."¹ The sample size for the annual community service reviews has been fifty-four cases since 2004.

You have advised us that there was a verbal agreement between you, a previous director of the Department of Mental Health (DMH), and Dr. Ivor Groves, Human Systems Outcomes, Inc. (HSO) regarding the use of a reduced sample size to conduct the community services reviews (CSRs) for both adult and children/youth in the District of Columbia because of the costs

¹ In the January 2004 Report to the Court (the "January 2004 Report"), you reported that "the randomly selected sample size will increase from 36 for year one to 54 for year two. This sample size should provide an estimate of performance at a 95% confidence level." See January 2004 Report, page 3. In the January 2005 Report to the Court (the "January 2005 Report"), you stated that "[t]he sample size for each review will remain at 54." See January 2005 Report, page 5.

involved in conducting the reviews and the limited value of using a statistically valid sample given the developing system. You further advised that the parties had agreed to increase the sample size to a larger sample as the results of the annual CSRs improved and reached the range of acceptable performance as defined in the Exit Criteria Order (80% system performance). Therefore, although DMH achieved the performance level in the adult CSRs that was established in the Exit Criteria Order, you did not recommend Exit Criteria #3 for inactive monitoring status in your July 2007 Report, because the sample size was not statistically valid.

You subsequently provided us with recommended sample sizes to ensure that the results of community services review are statistically valid. The proposed sample sizes are as follows:

Target Population	Sample Size for Monitoring	Sample Size for Research
Child/Youth Service Population Estimate (2000)	Sample size needed for 95% confidence, $\pm 10\%$ error = 85 [estimate of proportion using a simple random sample]	Sample size needed for 95% confidence, $\pm 5\%$ error = 330 [estimate of proportion using a simple random sample]
Adult Service Population Estimate (6000)	Sample size needed for 95% confidence, $\pm 10\%$ error = 88 [estimate of proportion using a simple random sample]	Sample size needed for 95% confidence, $\pm 5\%$ error = 342 [estimate of proportion using a simple random sample]

During a meeting on July 24, 2007, we discussed the sample size for the 2008 CSR. We have agreed upon a sample size of eighty-eight (88) cases for the adult CSR and a sample size of eighty-five (85) cases for the child/youth CSR, to ensure that the sample size is "sufficient to provide statistical levels of confidence" in the results.² It is our understanding that, if DMH achieves the range of acceptable system performance (80% or more) in FY 2008 with the increased sample size for either or both of these Exit Criteria, you will recommend removal from active monitoring.

2. Review Team Composition.

The Exit Criteria Order requires that the "[a]nnual reviews will be conducted by independent teams – one for children and youth and one for adults." It is our understanding, that historically, DMH was responsible for conducting approximately half of the scheduled reviews, while HSO provided external reviewers to conducting the remaining reviews.³ Again, this was based upon a verbal agreement among you, a previous director of DMH and Dr. Groves.

² We recognize that the sample size may change slightly depending on the total claims submitted during the period used to pull the sample.

³ The Court Monitor's January 2003 Report to the Court (the "January 2003 Report") states that "[a]s part of the negotiations with the parties about the Court Monitor's 2003 budget, it was agreed that DMH would select a minimum of twelve staff from the DMH Authority (six for Children/Youth and six for Adults), who would be trained as reviewers for the first baseline review. This constitutes 50% of the total trained reviewers – the remainder of whom will be supplied by HSO. HSO, as part of its contract with the Court Monitor, will provide the necessary training for all reviewers and develop processes to ensure individual objectivity and inter-rater reliability. The inclusion of DMH staff as reviewers is intended not only to constrain costs, but also to develop growing internal capacity within DMH to utilize and monitor the quality systems review process." See January 2003 Report, page 3.

We discussed the composition of the 2008 review teams during our meeting on July 24, 2007 and the requirement for an independent review team set forth in the Exit Criteria Order. We agreed to change the composition of the review teams from ½ DMH reviewers and ½ HSO supplied external reviewers to 1/3 DMH reviewers and 2/3 HSO reviewers.

To ensure inter-rater reliability between the DMH reviewers and the HSO reviewers, HSO will review the list of trained DMH reviewers and provide recommendations to DMH before September 30, 2007 regarding the best qualified, most objective DMH reviewers.⁴ HSO will provide further training for the selected DMH reviewers using one or more simulations to ensure that the DMH reviewers are appropriately prepared to conduct the reviews.

HSO will appoint a case judge to ensure inter-rater reliability between the DMH reviewers and the HSO reviewers. Both HSO and DMH reviewers will conduct reviews over a two-week review period. Case debriefing will occur at the end of the first week as well as the end of the second week in an effort to ensure inter-rater reliability in scoring.

We agreed that the methods that will be used to ensure inter-rater reliability between the DMH reviewers and the HSO reviewers will be sufficient to ensure that the review teams would be considered "independent" for purposes of complying with the Exit Criteria Order's requirement for an independent review team.

3. Data Collection Methods.

The Exit Criteria Order specifies that the "[a]ctual data collected on individuals sampled will include a combination of: consumer and family interviews; record reviews; staff interviews; caregiver interviews; document reviews and analysis of data." In addition, the Exit Criteria Order also specifies the seven life and service domains that must be measured "in order to determine the adequacy of the intervention or response." The life and service domains for children and youth are: (1) community living; (2) life skills; (3) health and development; (4) treatment; (5) family support; (6) systems capacity for prevention and early intervention; and (7) service system capacity. The life and service domains for adults are: (1) community living; (2) health; (3) meaningful activity; (4) social network; (5) income; (6) treatment; and (7) service system capacity. Finally, the Exit Criteria Order requires that the "scoring methodology will allow for aggregation of the data collected."

Your January 2003 Report addresses the contract with HSO to develop the survey protocols for conducting the annual consumer service reviews required by the Exit Criteria Order. The survey protocols have been memorialized into two separate instruments, one for adults (the Community Service Review for Adult Mental Health, Version 4.0, Produced for the Dixon Court Monitor by Human Systems and Outcomes, Inc. March 2004) and one for children and youth (the "Community Service Review for a Child and Family, Version 4.0, Produced for the Dixon Court

⁴ DMH has historically included one or more representatives from the Child and Family Services Agency and the Office of the LaShawn A. Court Monitor on the review team. These individuals have been considered to be "DMH reviewers" for purposes of this letter.

Dennis R. Jones
August 24, 2007
Page 4 of 4

Monitor by Human Systems and Outcomes, Inc. March 2004). Collectively, the two survey protocols are referred to as the "Dixon CSR Protocols". See January 2003 Report, page 3. It is our understanding that you and a previous director of DMH had agreed that the Dixon CSR Protocols satisfied the requirements in the Exit Criteria Order with regard to the measurement of the specified life and service domains.

4. **Policy Requirements.**

Finally, beginning with the Court Monitor's January 2006 Report to the Court (the "January 2006 Report"), you have reported that DMH has a policy in effect regarding the annual consumer services reviews. See January 2006 Report, page 7. Anne Sturtz has advised you that, although there is a reference to the annual Dixon Community Service Reviews in its policy regarding the conduct of consumer satisfaction surveys (DMH Policy #115.2), the policy does not specify the use of the Dixon CSR Protocols or state that the use of the Dixon CSR Protocols complies with the requirements of the Exit Criteria Order. You have advised us that DMH is not required to adopt a policy that specifically addresses the annual CSRs, because they are conducted in accordance with the annual monitoring plan through your office.

I believe that this letter accurately reflects our agreements regarding the FY 2008 CSRs. Please let me know if I have misstated anything.

Respectfully,



Stephen T. Baron
Director

Cc: Anthony A. Herman, Counsel to the Dixon Plaintiffs
Daniel R. Rezneck, Counsel for the District of Columbia
John Dodge, General Counsel, DMH
Christine Samonds, Assistant Attorney General

Dennis R. Jones
Office of Dixon Court Monitor

1730 Rhode Island Ave. N.W. Suite 206
Washington, D.C. 20036
(202) 778-1163

October 25, 2007

Stephen T. Baron, Director
Department of Mental Health
64 New York Ave, NE
Washington, DC 20002

Re: Agreements Regarding Exit Criteria #3 & #4 (Consumer Service Reviews for Adults and Children/Youth)

Dear Mr. Baron,

I have reviewed your letter of August 24, 2007 regarding the common understandings as regards planning for the CSR process for 2008. I will briefly respond to each of the four areas identified.

1. Sample Size

Your letter correctly states our agreement as relates to sample size. Upon recommendation of Human Systems and Outcomes, Inc (HSO) experts, we agreed that the sample size should be at a level that meets a 95% confidence level (+/- 10% error). Given previous numbers of served individuals, this would translate to a sample size of 85 children/youth and 88 adults. Your footnote correctly states that the final sample size for 2008 may vary somewhat from these numbers depending upon the total pool of individuals served during the preceding 6-month claims period. I would suggest we rely on HSO to determine the final number in the respective samples, using the 95% (+/- 10 %) as our required confidence level.

2. Review Team Composition

Your letter accurately reflects our agreement that, in addition to increasing the sample size, we will change the mix of reviewers from 1/2 DMH reviewers to 1/3 – with the remaining 2/3rds to come from HSO. You are also correct that HSO will recommend the final set of DMH-approved reviewers – based on a combination of previous review experience and/or performance during training simulations. This final list for children/youth should be determined by November 30, 2007 – following the conclusion of the 3-day training in mid-

November, 2007. The final list for adults should occur after the end of adult refresher training in the spring of 2008.

HSO has included in its FY 2008 budget an assigned case judge to review every DMH-reviewed case and to the degree possible all HSO-reviewed cases as well. This will be a critical component of assuring objectivity and consistency across the reviewer panel. HSO has agreed (for training purposes) that an appropriate DMH staff person will be permitted to shadow the case-judging process. The HSO will also continue its practice of measuring inter-rater reliability on a composite basis – comparing DMH reviewer scores and HSO scores.

The combination of these strategies – enhanced training, mutual assurance that reviewers are fully qualified, case judging and analysis of inter-rater scores – provide me with confidence that the review process will be considered “independent” for purposes of complying with the Consent Order regarding these Exit Criteria.

3. Data Collection Methods

The recitation of data elements in your August 26, 2007 letter accurately reflects the requirements of the Consent Order and the established protocols for both children/youth and adults. These protocols have been in place since 2003 and have been consistently used since that time. You are correct that these protocols do reflect the Court Monitor’s full evaluation of required performance under Exit Criteria #3 and #4.

4. Policy Requirements

You are correct that DMH does not have an explicit and distinct policy regarding the use of CSR’s. However, there is abundant evidence of DMH support in this process, referential documentation in other policies and agreement via the annual Court Monitor’s Monitoring Plan and Monitoring Budget. These are considered sufficient documentation in my mind.

The only issue not addressed in your letter pertains to the process and protocols regarding the final sample. In previous CSR reviews, there has been a significant need to replace individuals in the identified sample due to some combination of factors e.g. inability to obtain consent, difficulty in locating individuals, and legal issues for children/youth regarding who is authorized to provide consent. It is critical for future reviews that we develop a clearly understood protocol as to if/when individuals will be replaced. The presumption should be that a given individual is included as part of the final sample – absent some overriding factors for exclusion e.g. the individual has moved out of the area. Part of our collective agenda for the Fall of ’07 will be to develop acceptable protocols for exclusion and to require providers active involvement in the process of finding and engaging those consumers who are selected.

I appreciate your desire to memorialize our agreements for FY 2008 CSR planning and for future years. I believe that these five issues – if implemented per our mutual agreements –

should provide a solid basis upon which to measure the District's performance on these critical Exit Criteria.

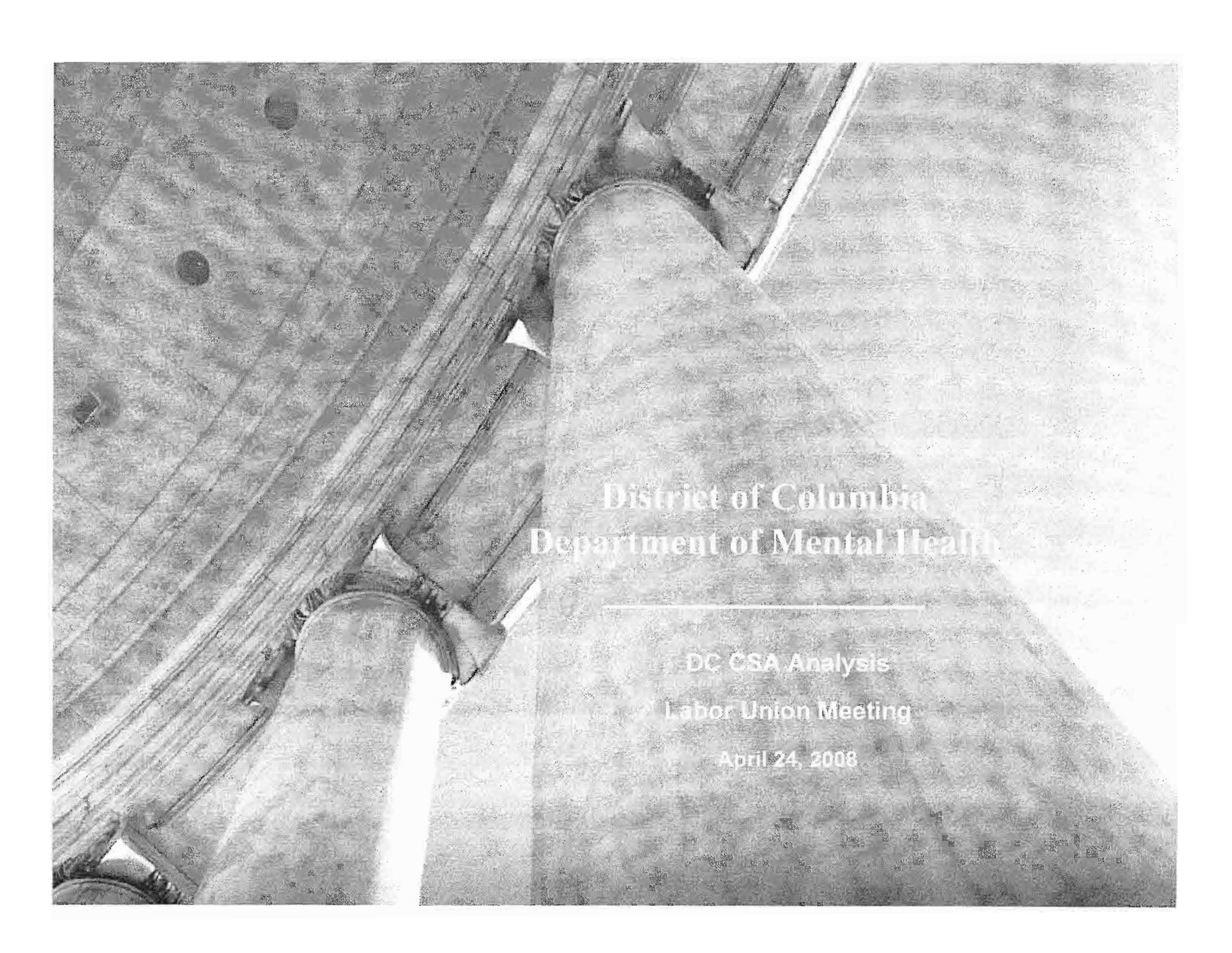
Sincerely,

Dennis R. Jones MSW, MBA,
Dixon Court Monitor

Cc: Robert Duncan, Counsel to Court Monitor
Anthony A. Herman, Counsel to the Dixon Plaintiffs
Daniel R. Rezneck, Counsel for the District of Columbia
John Dodge, General Counsel, DMH
Christine Samonds, Assistant Attorney General

EXHIBIT F

KPMG PRESENTATION TO LABOR UNIONS AND DCCSA GOVERNANCE WORKPLAN



District of Columbia
Department of Mental Health

DC CSA Analysis
Labor Union Meeting

April 24, 2008



Meeting Agenda

- Background
- How DMH Will Manage the Assessment
- How DMH will Communicate Regarding the Assessment
- Scope of Analysis
- Work Plan Summary
- Initial Information Gathering
- Next Steps
- Questions and Discussion



Background

The Dixon Final Court Ordered Plan recommended that DMH function primarily as a state mental health authority, with responsibility for managing and monitoring the provision of community-based services.

The Court Ordered Plan considered the question of whether DMH should continue to provide direct services. In 2001, because of the changes that were proposed to the entire system, it was deemed necessary.

DMH's enabling legislation, provided for the continued operation of community-based services by a District-operated Community Services Agency (DC CSA) for a period of 3 years (or as long as necessary).



Background

The Court Ordered Plan requires the District to assess continuation of direct provision of services based on the ability of the community to provide all needed community-based services through analysis of the following factors:

- Whether there is adequate capacity in the community to provide the necessary volume of quality services through the private sector,
- Whether the private sector is willing and able to provide a given service, and
- Whether these services can be provided more efficiently through the private sector.



Background

The Court Monitor has questioned the appropriateness of the continued provision of direct services by DMH in his bi-annual monitoring reports for the last few years. The Court Monitor advised DMH and the Court, in his January 2008 report that it is his intent to make a definitive recommendation about the continued operation of the DC CSA in his July 2008 Report to the Court.

DMH is beginning the assessment of community capacity as outlined in the Court Ordered Plan.



How DMH will Manage the Assessment

DMH has retained KPMG LLP to assist in conducting an analysis of options for the governance of the DC CSA consistent with the law and the Court-Ordered plan.

This assessment process will:

- Include focus groups with relevant stakeholders to be facilitated by KPMG
- Be based on an analytical framework for comparison of potential alternatives
- Review current DC CSA programs, staffing, assets, costs, revenue, improvement initiatives, and benefits and barriers to maintaining the current DC CSA structure
- Analyze the capacity of the private sector to assure access to care
- Analyze alternative governance and operations structures
- Include benchmarking of the various alternatives



How DMH will Communicate Regarding the Assessment

DMH has established an initial set of mechanisms to be used to communicate the progress of the assessment. These include:

- Briefings at the monthly labor management meetings
- Briefings and question and answer periods at scheduled DC CSA all-staff meetings and other team meetings
- Periodic e-mail updates to DC CSA staff
- Preparation and maintenance of employee-focused Frequently Asked Questions (FAQs) posted to the DMH intranet
- Direct communications through team leads regarding individual employee concerns
- Briefings to other stakeholders and interest groups
- Preparation and maintenance of consumer- and community-focused FAQs posted to the DMH internet site
- Meetings with labor, employees and stakeholders on the results of the analysis process



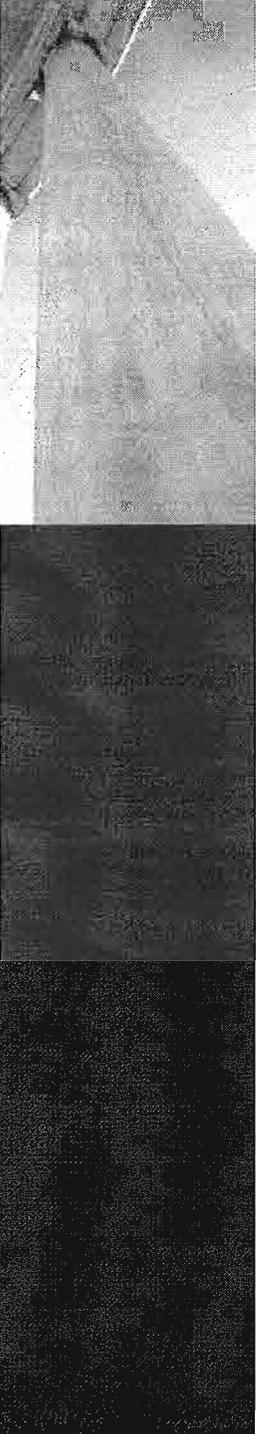
Scope of Analysis

KPMG LLP will assist in identifying and analyzing options for governance of the DC CSA. This will include support for developing options and alternatives that consider the following areas:

- Access to care
- Clinical implications
- Programmatic implications
- Community/population needs
- Personnel implications
- Legal and regulatory compliance
- Cost implications

Factors that may be applied in these areas are:

- Relevance
- Feasibility
- Comparative advantage
- Community support
- Benefit distribution



Scope of Analysis (continued)

Current categories of alternatives include one or a combination of the following:

- Current State – Continuing to operate the DC CSA, or parts of it, as it is now
- Not for Profit – Transforming the DC CSA into a not-for-profit corporation
- Public Benefit Corporation – Transforming the DC CSA into a public benefit corporation
- Outsourcing of Services – Transferring the delivery of components of current DC CSA services to outside entities through the transfer of clients in a coordinated manner
- Privatization – Acquisition of the DC CSA by an external private entity

Work Plan Summary

Tasks	Start Date	Due Date
Finalize structure for analysis	Fri 3/28/08	Thu 4/3/08
Plan and conduct focus groups	Fri 4/4/08	Fri 5/22/08
Identify and finalize potential alternatives for analysis	Mon 4/21/08	Fri 5/29/08
Evaluate alternatives against criteria	Mon 5/19/08	Fri 6/20/08
Benchmark alternatives	Mon 5/19/08	Fri 6/20/08
Synthesize benchmark and analysis data for each alternative	Mon 6/23/08	Fri 6/27/08
Develop options and recommendations	Mon 6/30/08	Fri 8/15/08
Begin multi-step review for decision	Fri 8/15/08	TBD

In addition, DMH will provide monthly updates on the progress of the analysis at labor management meetings.



Initial Information Gathering

Focus Group will be used to obtain input from DC CSA Stakeholders regarding alternatives and criteria used to evaluate potential options.

Focus Groups will be organized into four sets of sessions:

- Focus Group One – Labor leadership
- Focus Group Two – DC CSA employees (multiple sessions with DC CSA managers and staff)
- Focus Group Three – Consumers, family members, and advocates
- Focus Group Four – Community members, private providers, etc.



Next Steps

Steps to be taken in the near future include:

- Finalize attendees and schedule for focus groups
- Finalize focus group agenda and discussion guide
- Conduct focus groups
- Finalize analysis framework
- Acquire documentation



Questions and Discussion

EXHIBIT G

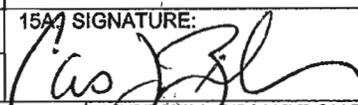
CONTRACT FOR COURT URGENT CARE CLINIC

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)
SOLICITATION, OFFER, AND AWARD
SECTION A**

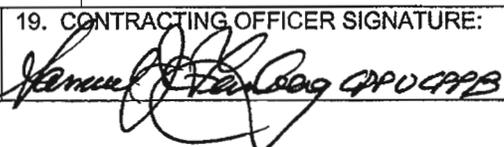
1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4TH FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 45	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-08-N-128-VM	
		5. DATE ISSUED: November 28, 2007	
		6. OPENING/CLOSING TIME: January 4, 2008 at 12:00 noon est.	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3171	B. E-MAIL ADDRESS: Samuel.feinberg@dc.gov

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
	A	Solicitation/Contract Form	1	x	I	Contract Clauses	22-28
x	B	Supplies/Services and Price/Costs	2	PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement	3-9	x	J	List of Attachments	29
x	D	Packaging and Marking	10	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	11	x	K	Representations, Certifications and other Statements of The Contractors	30-33
x	F	Deliveries or Performance	12				
x	G	Contract Administration	13-16	x	L	Instrs. Conds., & Notices to The Contractors	34-42
x	H	Special Contract Requirements	17-21	x	M	Evaluation Factors for Award	43-45

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR: Psychiatric Institute of Washington 4228 Wisconsin Avenue, NW Washington, DC 20016			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print) Charles J. Baumgardner, VP of Corporate Operations	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE: 202	NUMBER: 885-5679	EXT:		5/5/08

AWARD (To be completed by the DMH) IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT: \$526,165.36 	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer <i>Director Contracts and Procurement</i>		19. CONTRACTING OFFICER SIGNATURE: 	
		20. AWARD DATE: 5/16/08	

SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 The District of Columbia Department of Mental Health (DMH) has a need for a Contractor to develop a Court Urgent Care Clinic (CUCC) to be located within the D.C. Superior Court, which is located at 500 Indiana Avenue, N.W., Washington, D.C. 20001.

B.2 The District contemplates award of a Fixed Price Contract.

B.3 SERVICE / DESCRIPTION /COST

Contract Line Item No. (CLIN)	Item Description	Total Price
0001 (<i>Base Year</i>)	Court Urgent Care Clinic (CUCC) (See Section C.7 "Funding")	\$ _____
0002 (<i>Option Year 2</i>)	Court Urgent Care Clinic (CUCC) (See Section C.7 "Funding")	\$ _____
0003 (<i>Option Year 3</i>)	Court Urgent Care Clinic (CUCC) (See Section C.7 "Funding")	\$ _____

SCHEDULE B PRICING

Services shall be provided by Contractor for the Court Urgent Care Clinic. Period of Performance shall be from one (1) year from date of award.

	<u>BASE YEAR</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0001	PIW Executive	12	Months	\$ 1,250.00	\$ 15,000.00
0002	Program Manager	12	Months	\$ 2,636.25	\$ 31,635.00
0003	Psychiatrist	12	Months	\$ 9,014.42	\$ 108,173.04
0004	Clinic Manager	12	Months	\$ 4,562.42	\$ 54,749.04
0005	Case Manager - One	12	Months	\$ 3,998.59	\$ 47,983.08
0006	Case Manager - Two	12	Months	\$ 3,998.59	\$ 47,983.08
0007	Peer Support	12	Months	\$ 1,048.67	\$ 12,584.04
0008	Benefits	12	Months	\$ 4,771.58	\$ 57,258.04
0009	Insurance (Malpractice)	12	Months	\$ 1,250.00	\$ 15,000.00
0010	Insurance (General Liability)	12	Months	\$ 625.00	\$ 7,500.00
0011	Client Support Fund	15,000	Each	\$ 1.00	\$ 15,000.00
0012	Computer, Monitor and Business Software	4	Each	\$ 1,200.00	\$ 4,800.00
0013	Office divider, Work Station, Chair and Phone	4	Each	\$ 2,000.00	\$ 8,000.00
0014	Network Software Licenses	4	Each	\$ 250.00	\$ 1,000.00
0015	Patient File Cabinets	2	Each	\$ 750.00	\$ 1,500.00
0016	Supplies Storage Cabinets	1	Each	\$ 500.00	\$ 500.00
0017	Combination Copier, Fax, Printer and Cartridges	1	Each	\$ 2,000.00	\$ 2,000.00
0018	Table and (20) guest chairs	1,000.00	Each	\$ 1.00	\$ 1,000.00
0019	Pharmaceutical Safe	1	Each	\$ 1,000.00	\$ 1,000.00

SCHEDULE B PRICING

BASE YEAR (continued)

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0020	Miscellaneous	1,000	Each	\$ 1.00	\$ 1,000.00
0021	Pharmacy and Clinical	7,500	Each	\$ 1.00	\$ 7,500.00
0022	Administrative Supplies	2,000	Each	\$ 1.00	\$ 2,000.00
0023	Administration	12	Months	\$ 416.67	\$ 5,000.04
0024	Overhead and Administration	12	Months	\$ 6,500.00	\$ 78,000.00

Charles J. Bombardieri
Contractor Name (Please Print)

Charles J. Bombardieri
Contractor Signature

5/5/08
Date

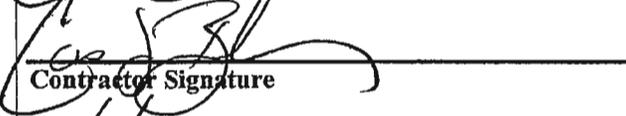
TOTAL
\$ 526,165.36

SCHEDULE B PRICING

OPTION YEAR ONE (1)

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0001	Program Manager	12	Months	\$2,702.17	\$ 32,426.04
0002	Psychiatrist	12	Months	\$9,239.75	\$ 110,877.00
0003	Clinic Manager	12	Months	\$ 4,676.50	\$ 56,118.00
0004	Case Manager - One	12	Months	\$ 4,098.54	\$ 49,182.48
0005	Case Manager - Two	12	Months	\$ 4,098.54	\$ 49,182.48
0006	Peer Support	12	Months	\$ 1,074.92	\$ 12,899.04
0007	Benefits	12	Months	\$ 4,660.25	\$ 55,923.00
0008	Insurance (Malpractice)	12	Months	\$ 1,375.00	\$ 16,500.00
0009	Insurance (General Liability)	12	Months	\$ 687.50	\$ 8,250.00
0010	Client Support Fund	15,750	Each	\$ 1.00	\$ 15,750.00
0011	Pharmacy and Clinical	7,500	Each	\$ 1.00	\$ 7,500.00
0012	Administrative Supplies	2,070	Each	\$ 1.00	\$ 2,070.00
0013	Administrative	5,175.00	Each	\$ 1.00	\$ 5,175.00
0014	Overhead and Administration	12	Each	\$ 6,500.00	\$ 78,000.00
					\$ 499,853.04


Contractor Name (Please Print)


Contractor Signature

5/5/08
Date

SCHEDULE B PRICING

OPTION YEAR TWO (2)

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0001	Program Manager	12	Months	\$ 2,769.75	\$ 33,237.00
0002	Psychiatrist	12	Months	\$ 9,470.75	\$ 113,649.00
0003	Clinic Manager	12	Months	\$ 4,793.33	\$ 57,519.96
0004	Case Manager - One	12	Months	\$ 4,201.00	\$ 50,412.00
0005	Case Manager - Two	12	Months	\$ 4,201.00	\$ 50,412.00
0006	Peer Support	12	Months	\$ 1,101.75	\$ 13,221.00
0007	Benefits	12	Months	\$ 4,776.75	\$ 57,321.00
0008	Insurance (Malpractice)	12	Months	\$ 1,512.50	\$ 18,150.00
0009	Insurance (General Liability)	12	Months	\$ 756.25	\$ 9,075.00
0010	Client Support Fund	16,538	Each	\$ 1.00	\$ 16,538.00
0011	Pharmacy and Clinical	7,500	Each	\$ 1.00	\$ 7,500.00
0012	Administrative Supplies	2,142	Each	\$ 1.00	\$ 2,142.00
0013	Administrative	5,356.00	Each	\$ 1.00	\$ 5,356.00
0014	Overhead and Administration	12	Each	\$ 6,500.00	\$ 78,000.00
					\$ 512,532.96
	<u>CHARLES J. BAUMGARDNER</u> Contractor Name (Please Print)				
	<u>[Signature]</u> Contractor Signature				
	<u>5/5/08</u> Date				

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Criminal Division of the D.C. Superior Court has long stated that there are many defendants with criminal cases that are in need of mental health assistance. The Office of Attorney General (OAG) has tracked data on the cases that pass through the D.C. Misdemeanor and Traffic Community Court (DCMTCC) courtroom: in 2006, those cases totaled 12,437. (Report of the Criminal Section, April, 2007). While it has been reported that a significant number of these individuals are homeless and have a mental illness, it is not known how many of these persons would benefit from access to immediate mental health services, would be responsive to such an intervention, or have been previously "linked" to the DMH system. The DMH is interested in working closely with the court system to address the needs of these individuals in an easily accessible environment. In order to achieve this goal, DMH will provide funding for the Court Urgent Care Clinic (CUCC) and the Court will provide space for the project.

C.2 PHILOSOPHY AND MISSION

C.2.1 The mission of the CUCC shall be to identify and provide immediate services to persons in need of mental health assistance who have been frequently involved with the judicial system and have been resistant to mental health treatment. The overall goal is to stabilize psychiatric symptoms and re-direct them to avenues of appropriate mental health services. This may include the on-going provision of clinical treatment and aggressive case management services by the CUCC. A person-centered approach to treatment, with a primary emphasis on recovery and coordination of activities with multiple providers and service systems shall be used in this project.

C.3 GENERAL INFORMATION

C.3.1 The DMH is seeking responses from an agency or organization, hereinafter referred to as Perspective Contractor, to develop CUCC to be co-located with the D.C. Superior Court, which is located at 500 Indiana Avenue, N.W., Washington, D.C. 20001. The population of focus for the CUCC shall be persons who have contact with the court system and a need for mental health services. The initial focus shall be on individuals involved with the DCMTCC, however, other Criminal Division courtrooms and the D.C. Pre-trial Services Agency (PSA) shall

also be authorized to make referrals to the CUCC. In addition, the successful Prospective Contractor shall provide ongoing support and services to a new Mental Health Diversion Court Program that will be available to people involved with PSA.

The DMH seeks a qualified mental health provider with forensic experience that is able to conceptualize, develop and implement the CUCC. The provider shall be able to collaborate effectively with the criminal justice agencies (PSA AND CSOSA) and community service providers. The successful Contractor shall have the expertise and resources to identify, assess, support and develop relationships with individuals who come into contact with the criminal justice system and are in need of mental health services. The specific services to be provided include, but are not limited to: assessment and diagnosis, the provision of immediate mental health clinical interventions as required; coordination with existing service providers, if necessary; and linkage to sustainable community based treatment and resources. Eligible recipients of these services may include persons who have been previously diagnosed as severely and persistently mentally ill; are dually diagnosed with mental illness and substance abuse problems and/or mental illness and mental retardation. This population may also include trauma survivors, individuals with serious physical health issues, senior citizens, veterans, homeless, or others. The Prospective Contractor shall demonstrate a commitment to the principles of recovery, client-centered services and peer support and show how these principles shall be operationalized within the project.

The funding awarded through this solicitation shall support a pilot program to be implemented during FY 2008, with the opportunity for continued funding for up to three (3) option years. The goal of the pilot program is not only to provide direct mental health services, but also to identify the effective elements of the CUCC co-located at the Court. The data and experience derived through this demonstration effort shall be used to further develop the infrastructure and operational elements of a CUCC that meets the needs of the judicial system and DMH. It is expected that the successful Prospective Contractor shall develop a plan to evaluate the effectiveness of the clinic, collect and analyze service data for all individuals seen in the clinic and make the required service and operational adaptations in the project in collaboration with DMH and the D.C. Superior Court.

C4 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
	Chapter 34, Title 22A of D.C. Municipal Regulations	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	

C.5 DEFINITIONS
N/A

C.6 SCOPE OF WORK

The Scope of Work (SOW) for the CUCC at the D.C. Superior Court is delineated in the sections that follow. All Prospective Contractors shall clearly describe how each of these requirements shall be addressed in the proposal.

C.6.1 Staff of Work/Contract Requirements

The CUCC shall ensure that staff be qualified mental health professionals in accordance with Chapter 34, Title 22A of the D.C. Municipal Regulations who shall provide immediate access to services including but not limited to: medications, prescriptions, therapy, assertive case management and on-site supports before they leave the courthouse. In some situations, the individuals may be in active treatment with a Core Service Agency (CSA) and in those cases the CUCC staff shall work with the individuals to ensure their linkage to the current provider. In other situations, the CUCC shall provide all necessary services to ensure clinical stabilization and a smooth transition to a CSA.

The CUCC staff shall be expected to screen arrestees in the cellblocks at the Court, as required. The staff to client ratio should be no greater than 15:1 to ensure that the intensive follow-up activities required to link the consumer to a CSA can be conducted. In addition, clinical staff shall be responsible for conveying clinical compliance and other information to the courts and providing continued clinical services to consumers who either

do not have a viable relationship with a CSA and/or prefer to remain with the CUCC. The staffing pattern shall include a half-time psychiatrist who is available on a daily basis to see individuals referred for service within ninety (90) minutes. It is expected that the CUCC shall serve a minimum of 150 individuals per year. It is anticipated that some of the individuals shall be seen by the CUCC for the duration of their court supervision or for approximately 60-90 days.

C.6.2 Identification and Referral Process

It is estimated that the individuals having contact with the DCMTCC and others who are eligible for this service shall have complex needs and may be difficult to engage in services. The Prospective Contractor shall develop a system to identify persons moving repeatedly through the court system. This shall include individuals known by the Courts as possibly being in need to mental health services and the following priority populations:

- Persons with a history of multiple arrests;
- People who have a history of involuntary detention within the mental health system (FD-12s); including involvement with the Comprehensive Psychiatric Emergency Program (CPEP);
- Actively psychotic individuals;
- Mentally ill persons with a history of using the sobering station; and
- Other criteria to be identified through project's data collection plan.

The Prospective Contractor shall describe a clear process for receiving referrals from the DCMTCC, judges in the Criminal Division and PSA.

C.6.3 Evaluation and Data Collection Plan

During the first year of the Contract and every option year, the Contractor shall conduct both a process and outcome evaluation to document the performance of the project. This assessment shall be designed to gather information about process or effort – operations, service delivery and resources required to conduct the project and effectiveness – the impact of the project on the population served. Each application shall include an Evaluation and Data Collection Plan that meets the criteria described below. The process and outcome evaluations shall be submitted to DMH by December 15th each year.

The process/effort evaluation shall document the resources required to design and implement each aspect of the CUCC and the procedures used to conduct activities. The key evaluation questions that shall be answered are:

Court Urgent Care Clinic
RM-08-N-128-VM

1. What services are provided, to whom and by whom?
2. What is the process by which services are delivered?
3. What worked, what did not work and why?

The outcome evaluation shall capture the project's impact on the population of focus. The key evaluation questions that shall be answered are:

1. How many people were identified through the CUCC?
2. How many of the people identified received services at the CUCC?
3. How many of the people served through the CUCC were repeat offenders?
4. How many individuals served by the CUCC are actively engaged in treatment six (6) months following referral? [Note: The successful Contractor shall be able to extract these data from DMH's data system].

The minimum data set of information that shall be collected includes:

- Demographic data for all arrestees who accept mental health services;
- Diagnosis: all five (5) axes including co-occurring;
- Previous mental health treatment, including number of FD 12s;
- Current charges;
- Previous arrests and judicial dispositions;
- Number of arrestees screened – number in court holding cell, number referred from court;
- Number refused screening;
- Number enrolled in CSA when arrested

- Number determined to be actively linked with a community provider or CSA at time of screening and referred to CSA for continuing care

- Number determined not to an active working relationship with a CSA and referred to CUCC

- Number whose involvement with treatment with CUCC has a positive effect on judicial disposition

- Number whose involvement with treatment with a community provider has a positive effect on judicial disposition

- Number who began services with CUCC and referred to CSA whose involvement with treatment has a positive effect on their judicial disposition.

The data collection component shall be developed in coordination with DMH and the Court to allow for analysis of data that are systemic and comparable and relevant to needs of the project.

C.7 FUNDING

In addition to the Contract awarded amount, the selected Contractor shall be expected to have the capacity to bill MHRS for all appropriate services. Please include, as part of your budget submission that supports your cost proposal, Client Support dollars to assist in providing transportation for clients, as well as to help fill gaps and meet needs for food, clothing etc. and obtain identification documents and birth certificates required to for Medicaid applications.

C.7.1 Anticipated Outcomes

DMH expects the following outcomes for the base year of the pilot program:

- Demonstrate that an effective system for identifying engaging and treating clients can be implemented at the courthouse.
- Demonstrate the degree to which individuals can begin treatment at a setting located in the courthouse and be successfully transitioned to a community-based provider.
- Benchmarks for this pilot program period include:
 - 150 clients identified, with 50-75 individuals being served at any one time;
 - Demonstrated of value of the CUCC by judges and others involved with the judicial system and
 - Report on client satisfaction with the service.

C.7.2 Response Specifications

Prospective Contractors responding to the RFP shall provide detailed responses to the requirements described in the Scope of Work. Prospective Contractors shall use the following assumptions when developing the program model: services shall be provided to an average of 10 individuals per week who are identified, referred, and evaluated by CUCC staff, and the clinic shall have an active caseload of at least 50 persons at all times. Annually, a minimum of 150 individuals shall be served.

The narrative shall be limited to 20 single spaced pages, time new roman font, 12 pt.

- Describe the service philosophy and delivery model that shall be used to implement to the CUCC;
- Provide an organization and staffing chart;
- Describe your knowledge of the court system and experience collaborating with the criminal justice agencies;
- Describe the identification and referral process that shall be utilized;
- Provide the evaluation and data collection plan that shall be used to assess the project;
- Describe how the pilot program activities shall be coordinated with the court system and DMH;
- Describe the Prospective Contractor agency's experience in working with priority populations, especially persons who are homeless and have experienced trauma;
- Provide a statement of the Prospective Contractor's commitment to the principles of recovery, peer support and client-centered services and how these principles shall be operationalized within the pilot project;
- Describe the Prospective Contractor's ability to provide screening, assessment, and treatment services to persons with co-occurring disorders, and the agency's efforts to ensure staff are "co-occurring competent";
- Describe the Prospective Contractor's strategy to provide linguistically and culturally competent services;
- Describe the Prospective Contractor's ability to facilitate linkage to medical and dental care to all consumers;
- Indicate the Prospective Contractor's current CSA or Specialty status and history of billing for MHRS services through the DMH, or demonstrated ability to operate a fee-for-service program.

In additional, all proposals shall include a proposed budget which delineates expected revenues from billing as well as needed Contract and client support dollars. The budget shall include line item expenditures and a budget narrative. Staff positions shall be specified, including lead clinicians and evaluation staff.

The Prospective Contractor shall submit a statement indicating the willingness to collect the following minimum data set of information specified herein.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant Contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J1.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Supplies and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J1.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates awarding Fixed Price Contract.

F.2 PERIOD OF PERFORMANCE (POP)

F.2.1 The Period of Performance for this Contract shall be one (1) year from date of award.

F.3 OPTION PERIOD

F.3.1 The District may extend the POP of this Contract by exercising up to two (2) one year option periods or a fraction thereof.

F.4 OPTION TO EXTEND THE PERIOD OF PERFORMANCE

F.4.1 The District may extend the term of this Contract for a period of one year, one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor's a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

F.4.2 If the District exercises the option, the extended Contract shall be considered to include the option provision.

F.4.3 The price for the option period shall be as specified in the Contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.2 The District shall make payments to the Contractor, upon the submission of proper invoices at the prices stipulated in this Contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.1.3 The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Department of Mental Health
64 New York Ave., N.E., 4th Floor
Washington, DC 20002
Attn: Accounts Payable**

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

Contractor's name, federal tax ID, and invoice date (Contractors shall to date invoices as close to the date of mailing or transmittal.);

Contract number and invoice number;

Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

Other supporting documentation or information, as required by the Contracting Officer;

Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

Name, title, phone number of person preparing the invoice;

Name, title, phone number and mailing address of person (if different from the person already identified in the above to be notified in the event of a defective invoice); and

Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENTS OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this Contract, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated

_____,

make payment of this invoice to

(name and address of assignee).

G.5 AGENCY CHIEF CONTRACTING OFFICER (ACCO)

Contracts shall be entered into and signed on behalf of the District Government only by the Agency Chief Contracting Officer (ACCO). The address and telephone number of the ACCO is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, 4th Floor
Washington, D.C. 20002
(202) 671-3188 – Office
E-Mail: Samuel.feinberg@dc.gov

G.6 AUTHORIZED CHANGES BY THE AGENCY CHIEF CONTRACTING OFFICER

- G.6.1** The Agency Chief Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Agency Chief Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1** The COTR is responsible for general administration of the Contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Contract, of ensuring that the work conforms to the requirements of this Contract and such other responsibilities and authorities as may be specified in the Contract. The COTR for this Contract is:

Court Urgent Care Clinic
RM-08-N-128-VM

Name: Dr. Steve Steury
Title: Chief Medical Officer
Agency: Department of Mental Health
Address: 64 New York Avenue, N.E., 4th Floor
Telephone: (202) 671-673-2200

It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Contract.

Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this Contract or sub-Contracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 94-2103, Rev. 36, dated May 23, 2007, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.1 The Contractor shall at all times obtain the prior written approval from the Agency Chief Contracting Officer before, any of its officers, agents, employees or sub-Contractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code section 2-219.01 et seq. ("First Source Act").

H.4.2 The Contractor shall enter into and maintain , during the term of the Contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("Contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job opening listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.4.4 If the Contract amount is equal to or greater than \$100,000.00 the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.4.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Agency Chief Contracting Officer its compliance with the section H.5.4 of this clause, or
- (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.4.6 The Agency Chief Contracting Officer may waive the provisions of section H.5.4 if the Agency Chief Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed the Washington Standard Metropolitan Statistical Area which 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 Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certified that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.

H.4.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Agency Chief Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Agency Chief

Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Agency Chief 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. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Agency Chief Contracting Officer pursuant to this section H.5.8.

H.4.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.5 **PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

H.6 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this Contract, the Contractor and any of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

H.7 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the Contract, the Contractor and any of its sub-Contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. section 794 et. seq.

H.8 **CONTRACTOR RESPONSIBILITIES**

Contractor is to perform under the required "Scope of Work" and in accordance with the terms and conditions of this solicitation.

H.9 LIQUIDATED DAMAGES

H.9.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall assess liquidated damages in an amount of \$2000 per day against the Contractor until such time the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.9.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said Contract to a qualified and responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provision, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.10 RETENTION OF FURNITURE AND EQUIPMENT

H.10.1 The D.C. Department of Mental Health shall retain all furniture and equipment bought with funding under this Contract at the expiration or termination of this Contract.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the Fiscal Year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, shall include Saturdays, Sundays, and Holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

1.5.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

I.5.2 If however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

I.5.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I.6 **RIGHTS IN DATA**

I.6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to Contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

I.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be

general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

Copy computer programs for safekeeping (archives) or backup purposes; and,

Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software,

subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.7 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name)
and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.6.8 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.6.9 Whenever any data, including computer software, are to be obtained from a sub-Contractor under this Contract, the Contractor shall use Section I.6 in the sub-Contract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that sub-Contractor data or computer software which is required for the District.

I.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the

source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this Contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.8 SUBCONTRACTS

The Contractor hereunder shall not sub-Contract any of the Contractor's work or services to any sub-Contractor without the prior, written consent of the Contracting Officer. Any work or service so sub-Contracted shall be performed pursuant to a sub-Contract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such sub-Contract shall specify that the Contractor and

the sub-Contractor shall be subject to every provision of this Contract. Notwithstanding any such sub-Contractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 CONTINUITY OF SERVICES

I.9.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

Furnish phase-out, phase-in (transition) training; and

Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.10 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the Contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.

I.10.1 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.10.2Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.10.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.10.5 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the

Contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.10.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the Agency Chief Contracting Officer within fourteen (14) days of Contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by equal employment requirements.

I.12 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H); the Contract Clauses (Section I); and the Standard Contract Provisions.

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March 2007
- J.2** Wage Determination No. 94-2103, Rev. 36, dated May 23, 2007 (by reference)
- J.3** Healthcare Insurance Portability and Accountability Act
- J.4** EEO information and Mayor Orders 85-85
- J.5** Tax Certification Affidavit
- J.6** Cost/Price Data Package, as Applicable
- J.7** Contractor's Affidavit of Responsibility
- J.8** Mental Health Rehabilitation Services (MHRS) Provider Certification Standards (by reference)

SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for proposals. (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State
of _____

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4

DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____

—

Name _____

Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous Contract or subContract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with Contracts or subContracts, which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END
PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this Contract.

_____ The following person(s) listed in Clause 17 may benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror is considered to be a certification by the signatory that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(l) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to make one (1) Contract award resulting from this solicitation to the responsive and responsible Offeror(s) whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)".

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference shall be held at **2:00 p.m. on December 17, 2007 at 64 New York Avenue, N.E., 4th Floor, Training Room, Washington, DC 20002.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Pre-proposal conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the RFP document as well as to clarify the contents of the RFP. Any major revisions to the RFP as a result of the conference, or answers to deferred questions shall be made in the form of written addenda to the original RFP.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official bidder's list as having received a copy of the solicitation.

L.3.2 Proposal Submission

Proposal must be submitted no later than 2:00 p.m. local time on January 4, 2008 at 12:00 noon to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-08-N-128-VM.

**Department of Mental Health
Contracting and Procurement Administration, 4th Floor
Washington, DC 20002.
Attn: Veronica Morrissey**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.3.3 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.4 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.5 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.6 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than 5 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Contracts and Procurement Administration, Director, Contracts and Procurement, Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 4th Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise Director, Contracts and Procurement Administration, Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the Director, Contracts and Procurement, Agency Chief Contracting Officer, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right

to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's right to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to the restriction are contained in sheets (**inset page numbers or other identification of sheets**”).

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on the sheet is subject to the restriction on the title page of this proposal.”

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.9 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health

Court Urgent Care Clinic
RM-08-N-128-VM

64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 671-3188 (Office)
E-Mail: samuel.feinberg@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Agency Chief Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Agency Chief Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 KEY PERSONNEL

The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project. Identify the Project Manager who will lead the day to day activities of the project and outline his/her relevant experience., (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

L.18 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

L.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

L.19.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.19.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.21 STANDARDS OF RESPONSIBILITY

The prospective Contractor shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor shall submit the documentation listed below, within five (5) days of the request by the District.

L.21.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

- L.21.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.21.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the responsive and responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
49 and Below	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
50-59	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
60-69	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
70-79	Acceptable	Meets requirements; no deficiencies.
80-89	Good	Meets requirements and exceeds some requirements; no deficiencies
90 -100	Excellent	Exceeds most, if not all requirements, no deficiencies.

M. 3 EVALUATION STANDARDS

Selection of Offeror for Contract award shall be based on an evaluation of proposals against the following factors:

M.3.1 TECHNICAL CRITERIA

Business Capability	(75 POINTS)	PTS.
Offeror demonstrates successful experience providing services to persons who are homeless, mentally ill, and have a co-occurring substance abuse disorder.		15
Offerors demonstrates well developed plan that details proposed organizational structure, staffing pattern, commitment to clinical competence in treating co-occurring services and an evaluation plan.		25
Offeror demonstrates evidence that the pilot project shall be developed based upon a recover-based philosophy active peer involvement and knowledge of the court system.		15
Offeror demonstrates evidence of the ability to link individuals with community-based services, including linkage with CSA's as appropriate.		20

M.3.2 PRICE/COST (25 POINTS)

Budget realistic and maximizes revenue collection	25
---	----

M.3.3 PREFERENCE (12 POINTS)

M.3.4 TOTAL (112 POINTS)

M.4 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION

M.4.1 Preference for SubContracting to Open Market solicitations with No LBE, DEB, RBO SubContracting Set Aside

- 1) If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the Prime Contractor for subContracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

- 2) If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the Prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for certified LBE, DBE, RBO, or business located in an enterprise zone, for participation in the joint venture.

Vendors interested in becoming certified under the different programs should contact the following for a certification package.

Department of Small and Local Business
Development
ATTN: Certification Program
441-4th Street, N.W, Suite 970N
Washington, D.C. 20001

EXHIBIT H

MOA WITH SUPERIOR COURT OF THE DISTRICT OF COLUMBIA FOR COURT URGENT CARE CLINIC

**MEMORANDUM OF AGREEMENT
BETWEEN THE
D.C. DEPARTMENT OF MENTAL HEALTH
AND THE
D.C. SUPERIOR COURT**

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into by the District of Columbia Department of Mental Health (DMH) and the District of Columbia Superior Court (DCSC), hereinafter referred to as the "Parties".

DCSC has requested that DMH establish a framework for a pilot program to facilitate the provision of a Court Urgent Care Clinic (CUCC) located at the Superior Court Moultrie Building, 500 Indiana Avenue, NW, Washington, D.C. 20001. The population that may be served by the CUCC shall be defendants in the D.C. Misdemeanor and Traffic Community Court (DCMTCC), the Mental Health Diversion Court Program and the East of the River Community Court (ERCC) who may need mental health services, including defendants eligible for referral by D.C. Pretrial Services Agency (PSA) to those programs. The CUCC may also serve defendants in other criminal calendars who are referred from PSA, as resources are available.

II. PURPOSE

The purpose of this MOA is to formalize a partnership between the Parties to establish operational guidelines that will ensure that the CUCC will provide immediate services to persons in need of mental health assistance who have contact with the DCMTCC or the PSA.

III. PROGRAM GOALS AND OBJECTIVES

This MOA arises out of recognition that there are a number of defendants with criminal cases who are in need of mental health assistance and might benefit from access to immediate mental health services. These defendants often have cases in the DCMTCC, or are under PSA supervision in other DCSC Criminal Division calendars, including the new DCSC Mental Health Diversion Court Program, and the ERCC.

DMH is interested in working closely with the court system to address the needs of defendants with mental health issues in an easily accessible environment. To achieve this goal, DMH will provide funding and oversight for the CUCC.

The primary initial focus of CUCC services shall be on individuals involved with the DCMTCC. However, CUCC shall also accept referrals from the PSA for other defendants as described above based on the availability of DMH resources at the time of referral. Individuals who may be served by the CUCC include persons who have been previously diagnosed as severely and persistently mentally ill (SPMI), are dually diagnosed with mental illness and co-occurring substance abuse problems, and those who are dually diagnosed with mental illness and co-

occurring mental retardation, or who present with symptoms of severe and persistent mental illness, and are diagnosed by the CUCC staff as qualifying as SPMI. This population may include trauma survivors, individuals with serious physical health issues, senior citizens, veterans, homeless, or others.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DCSC

DCSC shall:

1. Identify and refer individuals who may require mental health services from the DCMTCC or other criminal calendars through a referral by the DCMTCC and PSA to the CUCC.
2. Establish an effective referral system and operational guidelines in concert with DMH and the CUCC provider.
3. Provide adequate office space for the CUCC provider staff who will be assigned to work onsite at the DCSC facility located at 500 Indiana Avenue, N.W., D.C. The office shall provide the privacy necessary to conduct confidential interviews with participants.
4. Maintain and pay for utilities and telephone service for the CUCC office space.

B. RESPONSIBILITIES OF DMH

DMH shall:

1. Contract with a qualified mental health provider to operate the CUCC during regular court hours at the Moultrie Courthouse located at 500 Indiana Avenue, N.W.
2. Work with DCMTCC, PSA and DCSC to establish an effective referral system and operational guidelines.
3. Accept referrals from the DCMTCC.
4. Accept referrals from other criminal calendars through PSA, based on availability of DMH resources of the CUCC at the time of referral.

5. Provide on-site mental health services to referred individuals who are eligible for services. Such services shall include, but are not limited to:
 - a. Stabilizing defendants who have psychiatric symptoms;
 - b. Directing individuals to appropriate avenues for mental health treatment and services;
 - c. Providing case management services; and
 - d. Providing ongoing clinical treatment when needed.
6. Establish a mechanism whereby CUCC will provide timely compliance/participation information to PSA case managers and the Court for defendants receiving CUCC services.
7. Provide furniture and telephone equipment for the CUCC office space.

V. DURATION OF MOA

- A. The period of this MOA shall be from the date of final signature of the Parties, through September 30, 2008, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOA by exercising a maximum of three (3) one-year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Parties shall provide notice of the intent to renew an option period prior to the expiration of the MOA.

VI. AUTHORITY FOR MOA

D.C. Official Code § 7-1131.04; and 11-1742(a) and D.C. Official Code § 24-306; the Budget Support Act of 2006 (D.C. Government Parties) and D.C. Official Code § 24-133(b)(2)(E) (CSOSA).

VII. FUNDING PROVISIONS

A. COST OF SERVICES

There are no funds associated with this MOA.

B. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into by the parties pursuant to this MOA, are and shall

remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. RECORDS AND REPORTS

DMH shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOA and, upon the District of Columbia's request, make these documents available for inspection by duly authorized officials as may be specified by the District of Columbia at its sole discretion. DCSC shall maintain records of all referrals to the CUCC for a period of no less than three years from the date of expiration or termination of the MOA, and shall make these documents available for inspection by DMH. Records may be maintained solely in electronic format.

VIII. CONFIDENTIAL INFORMATION

The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOA shall remain the property of DMH or DCSC, as applicable.

IX. DISPUTES

The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOA.

X. TERMINATION

Either Party may terminate this MOA in whole or in part by giving thirty (30) calendar days advance written notice to the other Party. If a Party terminates the MOA prior to the expiration of the MOA, the terminating Party shall provide a written plan to assume functions provided by the CUCC with termination of the agreement.

XI. NOTICE

All notices shall be sent by the most expeditious means available including but not limited to facsimile, overnight courier, certified or registered mail to the Points of Contact for this MOA. Any such notice shall be deemed delivered when received. The following individuals are the contact points for each Party under this MOA:

For DCSC: Mr. Michael O. Francis
Community Courts Coordinator
500 Indiana Avenue, N.W., Room 4110
Washington, D.C. 20001
(202) 879-1950
michael.francis@dcsc.gov

For DMH: Dr. Steven Steury
Chief Clinical Officer
64 New York Ave, N.W., 4th Floor
Washington, D.C. 20002
(202) 673-1939
Steven.steury@dc.gov

XII. MODIFICATION AND EXTENSION

The Parties reserve the right to request modification, renegotiation, or extension of this MOA at any time, in writing, and with the agreement of the Parties. Modification of this MOA shall be incorporated in the form of an amendment signed and dated by authorized Party representatives.

XIII. MISCELLANEOUS

A. PUBLICITY AND MEDIA

Publicity releases and/or media interviews in connection with the activities covered under the MOA shall not be undertaken by any Party without prior review and consent by the other Party's designated official responsible for public/media affairs.

B. LIABILITY/INDEMNIFICATION

Each Party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to it pursuant to applicable law. No Party agrees to insure, defend, or indemnify another.

C. NO THIRD-PARTY BENEFICIARY

This MOA shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a party to this MOA.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

For DMH:



Stephen T. Baron
Director

Date: 4/15/08

For DCSC:

Anne Wicks

**Anne B. Wicks
Executive Officer
District of Columbia Courts**

Date: 4.15.08

EXHIBIT I

SURE PROGRAM HIGHLIGHTS

SURE Program Highlights:

SURE start Date
November 1, 2007

DCCSA Staff:

Juanita Price-CEO

Carroll Parks- Director of Adult Services

La Ressa Poole- Associate Director of Adult Services

Yvonne Stearns- Intake and Care Coordination

Improve Access

Goal: To determine if walk in model is a better option than scheduling consumers.

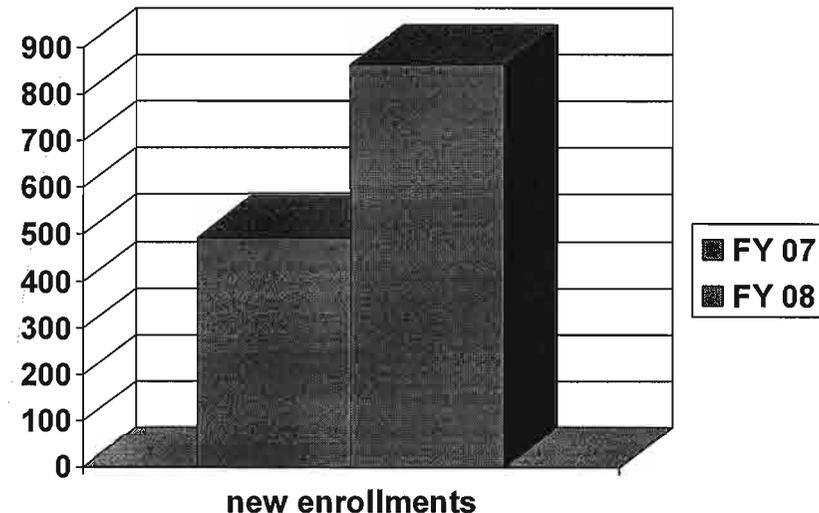
Improve timely access to treatment for adults ensuring clinical intervention same day as intake for clients 90% of the time.

Pilot Project Result

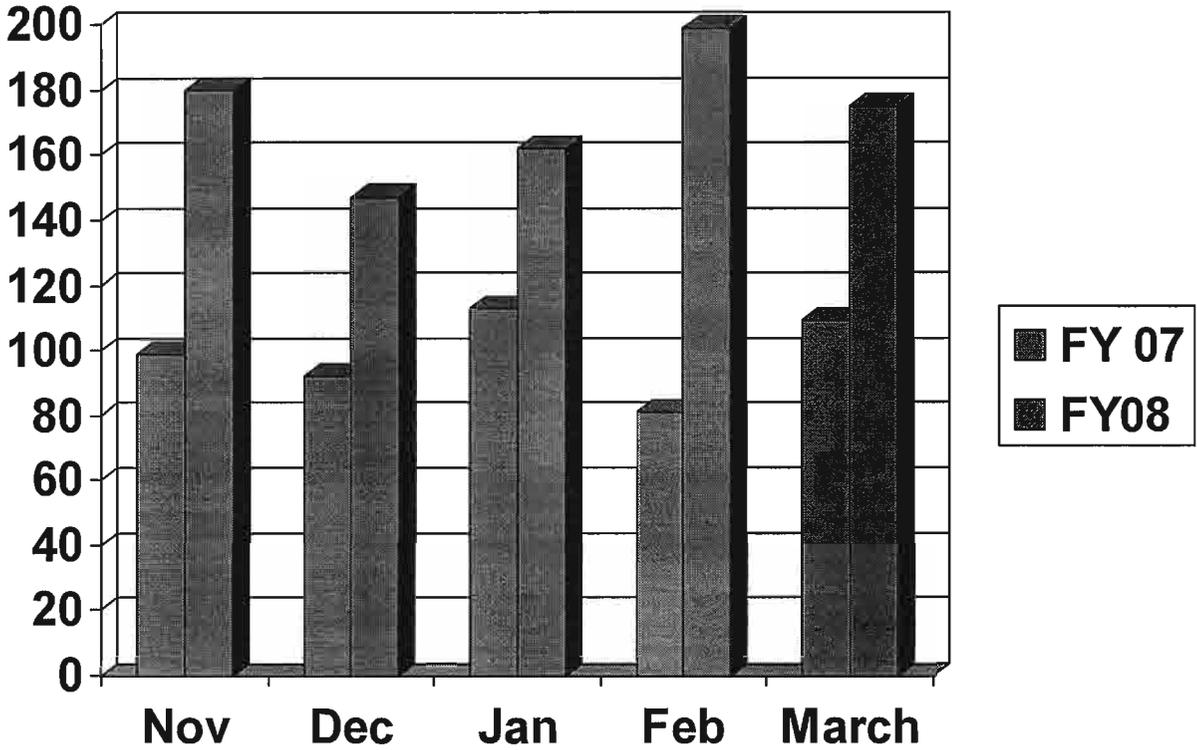
- Consumer met with clinical manager/Team member 97% of the time.
- 100% of consumer made 7-Day return appointment.

SURE Program Comparisons 07& 08

- 863 new enrollments
(11/1/07 -3/31/08)
- 494 new enrollments
(11/1/06 – 3/31/07)
- 58% increase since
starting SURE project.
- Improvements noted in
ease of access.



Monthly Comparison



SURE Program Data

- 2 ½ hours to complete Intake Clinical Assessment.
- 85% Percentage of time warm transition takes place. (Meeting team Member)
- 92% Number of consumers return for 7 day follow-up.
- Average wait time 20 to 35 minutes to began intake process.

Consumer Satisfaction Results

- 7 questions survey tool
- 26 consumers sampled
- Overall 78% positive rating for the 7 questions

Service on Request Schedule

<p>35 K Street 292-442-4202</p>	<p>35 K Street</p>	<p>Spring Road 202-576-6512</p>	<p>35 K Street</p>	<p>35 K Street</p>	<p>Alabama Ave 202-645-3600</p>
<p>Monday 9:00—3:00</p>	<p>Tuesday 9:00—3:00</p>	<p>Wednesday 9:00—3:00</p>	<p>Thursday 9:00—3:00</p>	<p>Friday 9:00—3:00</p>	

Questions and Answers

- Call Carroll Parks- 202-576-5173. carroll.parks@dc.gov
- Call LaRessa Poole-202-442-4144. laressa.poole@dc.gov
- Call Yvonne Stearns. -202-576-5134. yvonne.stearns@dc.gov
- Call Juanita Price. – 202-671-4014. juanita.price@dc.gov

EXHIBIT J

**CPEP BUILDING RENOVATION
PERMIT DATED MAY 25, 2008**

**Department of Consumer and Regulatory Affairs
Permit Center**

941 North Capitol St. NE Room 2100
Washington DC 20002

Tel:(202) 442-4589

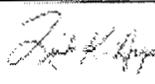
B

Building Permit

THIS PERMIT IS VALID ONLY FOR THE PREMISES
OF THE PROJECT ADDRESS

PERMIT NO. 118824

DATE: 5/23/2008

ADDRESS OF PROJECT: 1905 E ST SE		S S L:	SQ: 1112E	SX:	LOT: 804
		WARD:	G ZONE GOV		
DESCRIPTION OF WORK: COMPLETE INTERIOR DEMOLITION AND RENOVATION OF 3,125 SF AND SELECTIVE DEMOLITION AND RENOVATION REMAINING 7,523. CREATION OF INSTITUTIONAL I-2 OCCUPANCY FOR PSYCHIATRIC OBSERVATION COMPRISING OF 8 BEDROOMS SUPPORT TOILET AND BATH FACILITIES NURSING STATION AND OFFICES. MODIFY HVAC					
PERMIT TYPE: Alteration and Repair	PLANS (Y/N): Y	EXISTING USE: Others (provide description)		PROPOSED USE: Others (provide description)	
PERMISSION IS HEREBY GRANTED TO OWNER: DC DEPARTMENT OF HEALTH			PERMIT FEE: \$17,172.65		
AGENT NAME: DC HOUSING ENTERPRISES 202-345-0935					
CONDITIONS / RESTRICTIONS: ALL CONSTRUCTION DONE ACCORDING TO THE CURRENT BUILDING CODES ; ALL CONSTRUCTION DONE ACCORDING TO THE CURRENT ZONING REGULATIONS ; SEPARATE ELECTRICAL, PLUMBING AND MECHANICAL INSTALLATION PERMITS ARE REQUIRED ;					
TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1539!					
DIRECTOR:  Linda K. Argo	PERMIT CLERK: 		EXPIRATION DATE: 5/23/2009		

CONDITIONS: As a condition precedent to the issuance of this permit, the owner agrees to conform with all conditions set forth herein, and to perform the work authorized hereby in accordance with the approved application and plans on file with the District Government and in accordance with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon the property and to inspect all the work authorized by this permit and to require any change in construction which may be necessary to ensure compliance with the permit and with all the applicable regulations of the District of Columbia. Work authorized under this Permit must start within one (1) year of the date appearing on this permit or this permit is automatically void. If work is not started, any application for partial refund must be made within six months of the date appearing on this permit.

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT ADDRESS OF WORK UNTIL WORK IS COMPLETED.

NOTIFY THE BUILDING INSPECTOR THE DAY THE WORK STARTS. PHONE (202)442-6367 or 941 NORTH CAPITOL ST NE WASHINGTON DC 20002

Separate permits are required for all Plumbing, Refrigeration, Gas Fitting, and Electrical Work.

EXHIBIT K

**FY 2007 PROVIDER POSITION
REPORT DATED APRIL 18, 2008**

Dates of Service from Contract Start Date through 9/30/2007 - As of 4/18/08 Processing Date

FY2007 Task	FY 2007										FY07 Medical FFP Amount to Date	FY07 Medical FFP Reimbursed to Date	Less	Outstanding FY07 Medical FFP Accts Receivable	=	FY2007 Allocations in SOAR updated 10/30/2007
	Total FY07 Claim Batch	Report Exception	Report claims	Unpublished Claims	Except	%	Adjud Denials	Denial %	Claims Pending	Warranted a/o 3/31/08						
Order Allocations	343,579	2,562	37,820	3,957	1%	37,820	11%	0	303,777	256,166	(46,911)	92%	169,037	500,781	663,4	61.5
Anchor Mental Health Association, Inc	2,960,112	82,948	2,877,164	3%	544,439	19%	1%	0	2,332,726	2,228,555	(104,171)	105%	1,168,489	500,781	663,4	61.5
CARECO Mental Health Services, Inc	310,287	3,851	306,436	1%	6,848	2%	0%	0	299,588	299,136	(452)	88%	159,397	68,313	71.5	71.5
Center for Therapeutic Concepts CTC	215,154	8,694	206,460	4%	13,160	6%	0%	0	193,300	193,300	0	85%	104,514	44,192	43.5	43.5
Children's National Medical Ctr	500	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Coates & Lane Enterprises INC	60,000	7,853	1,723	1,306	22%	4,824	8%	0	4,824	4,824	0	8%	2,307	899	1.5	1.5
Community Connections, Inc.	8,920,289	338,046	8,582,243	4%	51,871	1%	0%	0	8,533,372	8,533,372	0	100%	4,385,405	1,879,459	2,268.5	2.268.5
Deal - REACH, Specialty Services	406,118	8,501	397,617	2%	93,051	23%	0%	0	304,566	304,566	0	88%	178,898	76,585	49.1	49.1
Family and Child Services	1,371	0	1,371	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Family Preservation Services	1,715,940	18,938	1,697,002	1%	16,066	1%	0%	0	1,680,936	1,680,936	0	61%	1,085,519	465,222	130.1	130.1
Finhanka Place	274,948	4,596	270,352	2%	124,963	46%	0%	0	145,389	145,389	0	90%	92,189	39,509	13.5	13.5
First Home Care Corporation	6,232,032	115,539	6,116,500	2%	1,617,182	26%	0%	0	4,499,318	4,499,318	0	96%	2,334,767	1,000,614	1,163.5	1,163.5
Gateway Services Management	4,703,733	0	4,703,733	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Georgetown Mobile Outreach	12,000	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Greater Washington Urban League	124,200	4,084	59,356	6%	44,309	75%	0%	0	15,047	15,047	0	0%	6,088	2,601	6.3	6.3
Green Door	5,512,960	58,510	5,454,450	1%	296,405	5%	0%	0	5,158,045	5,158,045	0	100%	2,461,271	1,054,831	1,841.5	1,841.5
Hillcrest Children's Center**	45,760	2,466	43,294	5%	1,390	3%	0%	0	41,904	41,904	0	997%	19,234	8,243	14.4	14.4
House of Goshen	500	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Integrated Behavior Services Group	1	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
JoMab	1	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
KIDD International	963,663	1,311,510	30,453	1,281,057	0%	334,671	26%	0	946,386	946,386	0	98%	586,793	251,483	108.1	108.1
Latin America Youth Center	218,932	1,159	123,186	1%	15,866	13%	0%	0	107,320	107,320	(69)	49%	35,776	19,333	56.3	56.3
LifeStride, Inc	2,919,821	106,775	2,497,581	4%	541,138	22%	0%	0	1,956,443	1,956,443	0	67%	1,133,246	485,677	337.5	337.5
Lil Blue House	1	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Mary's Center for Maternal and Child Care, Inc	80,828	370	70,071	1%	17,418	25%	0%	0	52,653	52,653	0	65%	3,143	1,447	48.1	48.1
McClendon Center, Specialty Services	839,742	449,767	2,094	1,053,233	24%	342,360	24%	0	342,360	342,360	0	42%	91,915	39,392	211.6	211.6
MD/DC Family Resources	839,742	1,021,229	33,439	987,790	3%	231,253	23%	0	756,537	756,537	0	90%	518,491	222,210	15.5	15.5
Neighborhood Consejo	72,377	74,764	2,849	71,915	4%	67,182	7%	0	67,182	67,182	0	93%	1,643	704	64.3	64.3
Pathways to Housing D.C., Specialty Service	981,638	820,537	18,246	802,291	2%	59,433	7%	0	742,858	736,053	(6,805)	76%	429,449	184,050	129.5	129.5
Planned Parenthood of Metro DC	76,043	15,429	84,106	16%	8,063	10%	0%	0	76,043	76,043	0	100%	52,799	22,628	5	5
Pride Youth Service, Inc, PYS	41,913	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
Progressive Life Center, Inc.	1	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
PCS for Student Support Services	500	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
PSI	144,804	67,066	30,704	36,362	46%	11,984	33%	0	24,378	24,378	0	17%	16,745	7,177	4	4
Psychiatric Institute of Washington	94,899	26,411	68,488	28%	21,476	31%	0%	0	46,962	46,962	0	138%	493	138%	46.3	46.3
Psychiatric Center Chartered	647,547	483,181	192,759	290,422	40%	11,191	4%	0	278,231	279,231	0	43%	132,257	56,682	90.3	90.3
Psychotherapeutic Outreach Services	1,448,303	1,362,624	101,523	1,261,101	7%	357,157	28%	0	903,944	836,402	(68,542)	62%	402,127	172,340	329.4	329.4
Riverside Treatment Services, Inc	1	0	0	100%	0	0%	0%	0	0	0	0	0%	0	0	0	0
SACA	56,610	25,748	9,668	16,080	38%	7,998	47%	0	8,482	6,713	(1,769)	15%	3,996	1,712	2.1	2.1
Scuples Corporation	939,911	983,602	44,552	939,050	5%	179,932	19%	0	759,118	759,118	0	81%	500,792	214,625	43.1	43.1
St. Paul Baptist Church	78,589	82,247	1,734	80,513	2%	133	2%	0	80,380	80,380	0	102%	32,755	14,038	33.5	33.5
Wade & Wade	12,000	805	0	805	0%	0	0%	0	804	804	(804)	7%	0	0	5	5
Unity Health Care, Inc	150,000	61,456	9,288	52,168	15%	41,979	20%	0	41,979	41,979	0	28%	6,969	2,987	32.6	32.6
Universal HealthCare Management Services	1,948,999	2,702,197	131,073	2,571,124	5%	721,793	28%	0	1,849,331	1,849,331	0	95%	1,100,881	471,806	276.5	276.5
Universities of America Chesapeake	500	2,511	444	2,067	18%	2,067	100%	0	0	0	0	0%	0	0	0	0
Washington Hospital Center	1,659,907	3,255,362	106,602	3,148,760	3%	1,694,957	54%	0	1,453,803	1,443,216	(30,087)	88%	768,054	329,136	366.5	366.5
Woodley House, Inc.	413,331	448,819	67,599	381,220	15%	33,973	9%	0	347,247	347,247	0	84%	176,716	75,736	94.7	94.7
Youth Villages	1,500,000	2,006,990	32,605	1,974,385	2%	522,393	26%	0	1,451,992	1,377,768	(74,234)	97%	418,850	179,607	853.1	853.1
41,239,071	45,193,034	1,615,041	43,577,993	4%	7,750,203	18%	0	35,827,790	35,466,751	(361,039)	87%	18,585,035	7,969,015	9,277.1	9,277.1	
7,776,422	386,112	7,390,310	5%	1,761,867	24%	35,831	5%	5,592,612	5,592,612	0	0	0	2,966,806	1,271,488	1,354.5	1,354.5
3,630,139	295,802	3,334,337	8%	7,335	0%	1,812	0%	3,325,190	3,325,190	0	0	0	1,121,919	480,823	1,722.4	1,722.4
56,599,595	2,296,955	54,302,640	9,519,405	37,643	44,745,592	22,673,760	9,717,326	12,354,1				100%	22,673,760	9,717,326	12,354,1	

FY2007 Allocations in SOAR updated 10/30/2007

FY07 Medical FFP Amount to Date 22,673,760 100%
 FY07 Medical FFP Reimbursed to Date 15,675,022 69%
 Less 6,998,738 = 31%

EXHIBIT L

**FY 08 PROVIDER POSITION
REPORT DATED MAY 2, 2008**

FY08 MHRS Claims Status Report

Total MHRS Claims Processed through 5/2/2008

OCT07 & LOCAL

MEDICAID Pass-Thru

FY08	*FY2008 OCT/LOCAL PO Allocations	DMH				Total Approved Claims	FY08 - OCT2007 & LOCAL		MEDICAID Pass-Thru		
		Claims Batch Receipts	Exception Report Rejects	Unduplicated Claims Receipts**	% - DMH Denials		Warrants a/o 5/2/08	% - Alloc Paid	Medicaid Pass thru Claims Approved In eCura	TU Modifier Claims Excluded from 837 Extract	
Affordable Behavioral	25,607	175,463	27,614	147,849	10,641	7%	137,208	21,034	82%	116,174	0
Anchor Mental Health Association, In	1,230,400	1,320,062	17,417	1,302,645	213,634	16%	1,089,011	436,903	36%	652,108	20,040
CARECO Mental Health Services, In	116,775	117,664	4,364	113,300	12,640	11%	100,660	32,617	28%	68,043	905
Center for Multi-cultural	122,373	16,219	3,307	12,912	785	6%	12,127	8,739	7%	3,388	121
Center for Therapeutic Concepts CT	27,124	119,429	4,027	115,402	27,081	23%	88,321	19,903	73%	68,418	672
Children's National Medical Ctr	5,000	1	0	1	1				0%	0	0
Coates & Lane Enterprises INC	5,358	1,688	0	1,688	1,206	71%	482	482	9%	0	0
Community Connections, Inc.	2,416,897	5,212,228	718,830	4,493,398	80,350	2%	4,413,048	1,380,872	57%	3,032,176	329,612
Deaf - REACH, Specialty Services	189,437	96,251	5,513	90,738	10,500	12%	80,238	26,769	14%	53,469	0
Family and Child Services	47,114	24,745	2,525	22,220	17,241	78%	4,979	16	0%	4,963	0
Family Preservation Services	462,076	829,098	57,357	771,741	230,401	30%	641,340	228,670	49%	312,670	266
Fihankra Place	38,480	50,485	1,216	49,269	20,801	42%	28,468	9,067	24%	19,401	1,286
First Home Care Corporation	513,642	1,768,756	68,004	1,700,752	267,561	16%	1,433,191	443,781	86%	989,410	116,598
Gateway Services Management	1	1	0	1	1					0	0
Georgetown Mobile Outreach	5,000	1	0	1	1				0%	0	0
Greater Washington Urban League	32,258	37,062	5,033	32,029	16,445	51%	15,584	8,230	26%	7,354	543
Green Door	2,164,516	3,642,186	476,686	3,165,500	458,071	14%	2,707,429	1,031,777	48%	1,675,652	150,733
Hillcrest Children's Center	9,559	3,631	200	3,431	0	0%	3,431	1,307	14%	2,124	0
House of Goshen	1	1	0	1	1				0%	0	0
Integrated Behavior Services Group	3,155	18,492	975	17,517	8,976	51%	8,541		0%	8,541	0
JoMab	1	1	0	1	1				0%	0	0
KIDD International	203,467	626,066	53,837	572,229	133,525	23%	438,704	96,269	47%	342,435	27,919
Latin America Youth Center	115,927	48,247	1,564	46,683	11,771	25%	34,912	18,491	16%	16,421	1,688
Life Stride, Inc	535,169	804,317	11,742	792,575	48,591	6%	743,984	299,470	56%	444,514	0
Mary's Center for Maternal and Child	114,118	36,096	907	35,189	10,282	29%	24,907	23,976	21%	931	0
McClendon Center, Specialty Serv	669,653	478,943	37,336	441,607	49,935	11%	391,672	245,456	37%	146,216	0
MD/DC Family Resources	285,900	599,755	29,640	570,115	86,056	15%	484,059	70,498	25%	413,561	0
Neighbors Consejo	77,584	55,653	3,325	52,328	12,742	24%	39,586	38,739	50%	847	281
Pathways to Housing D.C., Specialt	218,916	650,695	35,156	615,539	88,508	14%	527,031	131,890	60%	395,141	25,424
PCS for Student Support Services	17,102	1	0	1	1				0%	0	0
Pride Youth Service, Inc, PYS	9,378	1	0	1	1				0%	0	0
Progressive Life Center, Inc.	11,681	1	0	1	1				0%	0	0
PSI	50,497	17,514	1,734	15,780	9,549	61%	6,231	4,920	10%	1,311	0
Psychiatric Center Chartered	61,189	132,666	22,773	109,893	6,287	6%	103,606	33,160	54%	70,446	0
Psychiatric Institute of Washington	16,824	1	0	1	1				0%	0	0
Psychotherapeutic Outreach Service	355,492	414,266	47,409	366,857	26,565	7%	340,292	90,376	25%	249,916	1,290
RCI-DCI Counseling	15,711	1	0	1	1					0	0
Riverside Treatment Services, Inc	2,134	1	0	1	1				0%	0	0
SAGA	14,857	8,009	1,189	6,820	4,231	62%	2,589	1,005	7%	1,584	40
Saint Paul Baptist Church	27,978	36,564	6,333	30,231	16,241	54%	13,990	13,990	50%	0	0

FY08 MHRS Claims Status Report

Total MHRS Claims Processed through 5/2/2008

OCT07 & LOCAL

MEDICAID Pass-Thru

FY08	*FY2008 OCT/LOCAL PO Allocations	DMH				% - DMH Denial	Total Approved Claims	FY08 - OCT2007 & LOCAL		MEDICAID Pass-Thru	
		Claims Batch Receipts	Exception Report Rejects	Unduplicated Claims Receipts**	DMH Denials			Warrants a/o 5/2/08	% - Alloc Paid	Medicaid Pass thru Claims Approved in eCura	TU Modifier Claims Excluded from 837 Extract
Scruples Corporation	141,167	339,105	37,497	301,608	29,431	10%	272,177	59,802	42%	212,375	1,869
Unity Health Care, Inc.	353,187	80,202	1,720	78,482	16,310	21%	62,172	40,416	11%	21,756	0
Universal HealthCare Management	336,949	550,652	41,853	508,799	58,941	12%	449,858	164,368	49%	285,490	1,207
Volunteers of America Chesapeake	455,477	108,586	6,937	101,649	68,123	67%	33,526	20,487	4%	13,039	0
Wade & Wade	5,000	8,401	201	8,200	3,678	45%	4,522	422	8%	4,100	0
Washington Hospital Center	409,487	1,266,630	27,445	1,239,185	816,741	66%	422,444	200,455	49%	221,989	23,055
Woodley House, Inc.	144,156	217,307	19,330	197,977	13,888	7%	184,089	56,134	39%	127,955	40
Youth Villages	958,636	953,535	226,058	727,477	69,753	10%	657,724	450,100	47%	207,624	15,926
	13,022,410	20,866,679	2,007,054	18,859,625	2,957,492	16%	15,902,133	5,710,591	44%	10,191,542	719,515
DCCSA	N/A	2,284,919	98,753	2,186,166	495,548	23%	1,690,618	1,123,072	N/A	567,546	25,894
DMH CPEP	N/A	1							N/A		0
All MHRS Provider Totals		23,151,599	2,105,807	21,045,791	3,453,040	16%	17,592,751	6,833,663		10,759,088	745,409

*FY2008 LOCAL Allocations updated from SOAR Report - 5/2/07

EXHIBIT M

FY 08 ACUTE CARE ADMISSIONS

Actual Acute Care FY 08 - Clean data

	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08
Total GSECH Actual Admits	20	19	27	23	36	42
Total PIW Actual Admits	39	22	3	15	11	5
Total SEH Actual Admits - Acute	31	32	28	42	36	32
Total SEH Acutal Admits - 15 day transfers	13	3	6	1	3	8
Total Admissions	103	76	64	81	86	87
# SEH COMP Admissions	5	5	3	5	5	2
# SEH Involuntary Admissions	23	26	30	38	34	38
# SEH Voluntary Admissions	3	1	1	0	0	0
# SEH Admissions w/out AHL prior auth	0	0	0	0	0	0
Referred to SEH from:						
Community ER	5	8	2	3	3	3
Inpatient med/surg bed	0	0	1	0	0	1
Inpatient psych (Other than 15 day protocol transfers)	2	2	0	2	1	1
CPEP	24	22	25	37	32	27
unk source/other	0	0	0	0	0	0
GSECH Transfer post 14 days	11	3	4	0	2	6
PIW Transfer post 14 days	2	0	2	1	1	2
Admitted w/out AHL prior auth	0	0	0	0	0	0
Total	44	35	34	43	39	40
Total Admissions where SEH only Option						
due to COMP status	5	5	3	5	5	3
due to Invol COMM ER uninsured/straight only	0	1	2	2	3	3
due to Invol inpt m/s or psych uninsured/straight only	0	0	1	2	1	2
due to Vol uninsured at CPEP	3	0	1	0	0	0
due to transfer from comm inpt - need more tn 14 days	13	3	7	1	3	8
due to arrest	0	1	0	0	0	0
Total	21	10	14	10	12	16
% of Total	48%	29%	41%	23%	31%	40%
Total eligible for either GSECH or PIW and not sent	23	25	23	33	30	25
Percent admitted to SEH who could have been Admitted to GSECH or PIW	52%	71%	68%	77%	77%	63%
Total eligible for GSECH not sent						
Total eligible for GSECH not sent	13	18	23	33	30	25
Total eligible for GSECH not sent - no reason noted	0	0	0	1	3	0
Total eligible for GSECH not send - no beds	7	7	5	20	12	12
Total eligible for GSECH not sent - clinical reason	6	10	8	10	1	2
Total eligible for GSECH not sent - other reason	0	1	10	2	14	11
Total eligible for PIW not sent						
Total eligible for PIW not sent	20	24	24	33	30	25
Total eligible for PIW not sent - no reason noted	1	2	0	0	3	0
Total eligible for PIW not send - no beds	7	4	3	12	3	2
Total eligible for PIW not sent - clinical reason	9	18	1	1	3	1
Total eligible for PIW not sent - other reason	3	0	20	20	21	22

Total eligible for GSECH or PIW and not sent is an unduplicated count
 Break out of "eligible not sent GSECH" and "eligible not sent PIW" is a duplicated count as some consumers were eligible under both protocols but admitted under neither

Apr-08 May-08 Jun-08 Jul-08 Aug-08 Sep-08

41
1
44
1
87
6
39
0
0

4
1
2
38
0
0
0
0
45

6
4
2
0
1
0
13
29%
32
71%

32
0
25
2
5

32
0
5
0
27

EXHIBIT N

SAINT ELIZABETHS HOSPITAL CONSTRUCTION STATUS REPORT – FEBRUARY 2008

St. Elizabeth's Hospital Project Monthly Summary Report



Month/Year: February 2008 Date: 29 February 2008

Construction Manager Summary

- All trades, concrete, steel, metal deck, masonry, mechanical, plumbing and electrical work continues throughout.

Work Summary

SEH

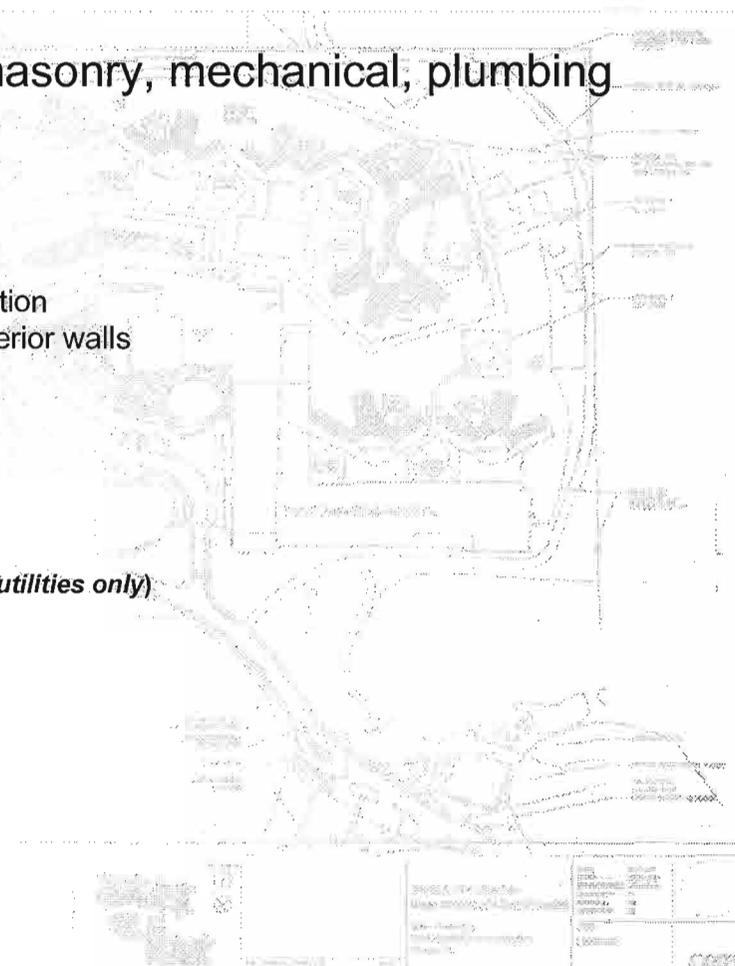
- Steel installation substantially complete
- Steel and concrete deck installation on-going, nearing completion
- Brick veneer installation continues at both wings, including interior walls
- Overall completion, 47%

RMB (*infrastructure and utilities only*)

- Demo and abatement, 60%
- Work Plans being developed for follow-on work
- Schedule revision near completion

Project Challenges SEH & RMB (*infrastructure and utilities only*)

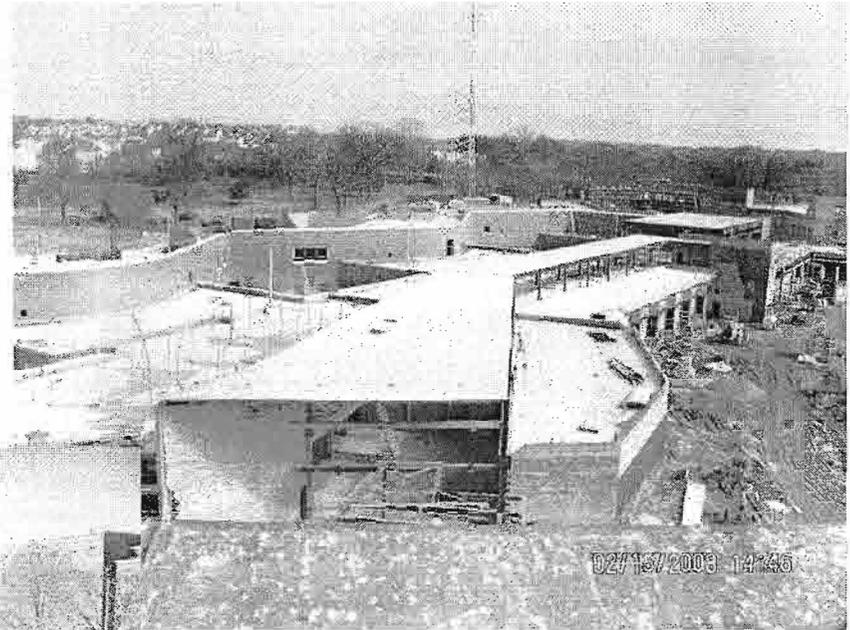
- Completedesign information
- Telecom Service
- Wireless system/pathway/technical requirements for systems
- WASA
- PEPCO



Project Progress Photos



Gilbane



**Top Left: View from JHP
Aud. & Civil**
**Above: View from JHP of
Forensic**
**Bottom: Sloped concrete
roof to receive Green Roof**

Project Controls and Budget Summary



St. Elizabeth's New Hospital

- Original Contract Value: \$139,915,510
- Approved Changes: 42
- Current Contract Amount: \$145,800,622
- Pending Changes (OME): \$ 14,011,313
- Pending contract Value: \$159,811,935

RMB, CT-7, CT-8

- Original Contract Value: \$13,247,000
- Approved Changes: 0
- Current Contract Value: \$13,247,000
- Pending Changes (OME): \$
- Pending Contract Value: \$13,247,000

Submittal Update (TBI Submittals)

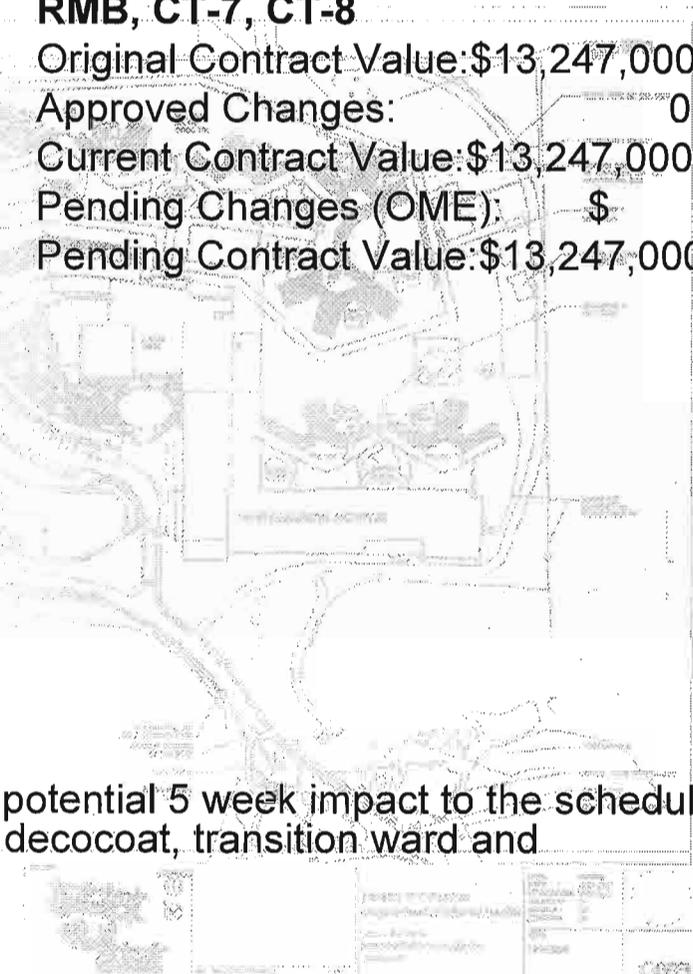
- Submittals Issued to Date: 584
- Submittals in Review: 15

RFI Update (TBI RFI's)

- RFI's Issued to Date: 814
- RFI's In Review: 15

Schedule Summary

- Revised roofing system proposed to mitigate potential 5 week impact to the schedule. Evaluation of impact for fire/smoke dampers, decocoat, transition ward and auditorium changes on-going.

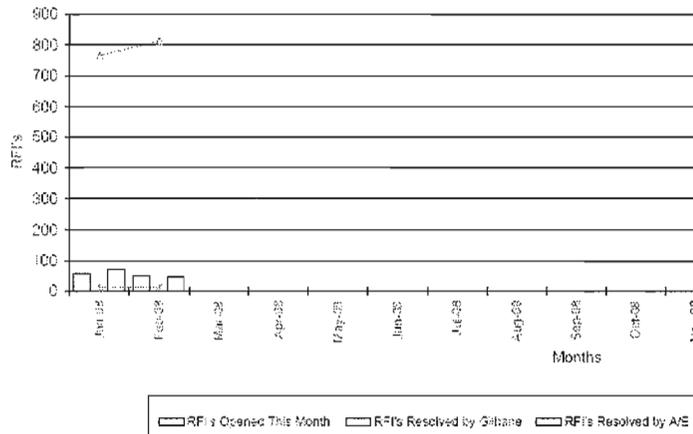


Project Controls Review

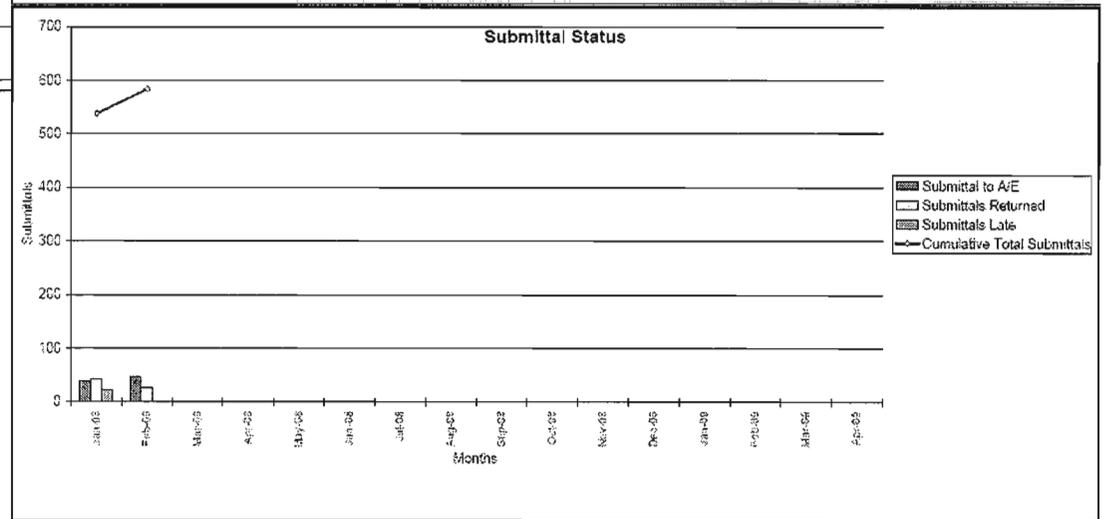


RFI Turnaround	ST. ELIZABETH'S HOSPITAL		Project 3207														
	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09
RFI's Opened This Month	56	49															
RFI's Resolved by A/E	70	46															
Cumulative Total RFI's	766	814															
Total Open	12	15															

Chart 1. RFI Turnaround



Submittals Status	ST. ELIZABETH'S NEW HOSPITAL		Project 3207													
Submittal Turnaround	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09
Submittal to A/E	38	46														
Submittals Returned	43	26														
Submittals Late	22	0														
Cumulative Total Submittals	538	584														



Schedule (activities scheduled for the month of February 2008)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008				2008						
										Q1	Q2	Q3	Q4	Q1	Q2	Q3				
SITWORK																				
3870	Excavation for Fuel Oil Tanks	20	0	20	19FEB08	17MAR08	24JUL08	20AUG08	110											
BUILDING STRUCTURE																				
24140	Structural Steel	5	60	2	30OCT07A	08FEB08	30OCT07A	29JAN08	-8											
25130	Structural Steel	5	75	1	17NOV07A	18FEB08	17NOV07A	05MAR08	12											
30105	Concrete 3rd Floor Slab	2	0	2	23JAN08A	20FEB08	23JAN08A	17MAR08	18											
31110	3rd Floor Masonry Walls	5	40	3	23JAN08A	25FEB08	23JAN08A	26MAR08	22											
12140	Set Mechanical Equipment	2	0	2	31JAN08	01FEB08	12FEB08	13FEB08	8											
18140	Set Mechanical Equipment	5	0	5	31JAN08	08FEB08	07FEB08	13FEB08	5											
24130	Set Mechanical Equipment	5	0	5	31JAN08	08FEB08	21JAN08	26JAN08	-8											
32130	Set Mechanical Equipment	5	0	5	31JAN08	08FEB08	03APR08	09APR08	45											
33130	Set Mechanical Equipment	5	0	5	31JAN08	08FEB08	17APR08	23APR08	55											
24150	Roof Slab	5	0	5	11FEB08	15FEB08	30JAN08	05FEB08	-8											
43100	Structural Steel	5	0	5	11FEB08	15FEB08	27FEB08	04MAR08	12											
44110	Conduit Rough-In, In-Slab	1	0	1	11FEB08	11FEB08	29SEP08	29SEP08	162											
44115	Bituminous Roof	5	0	5	12FEB08	18FEB08	30SEP08	06OCT08	162											
43105	Roof Slab	5	0	5	18FEB08	22FEB08	31JUL08	06AUG08	116											
25140	Roof Slab	5	0	5	19FEB08	25FEB08	08MAR08	12MAR08	12											
34115	Set Mechanical Equipment	5	0	5	19FEB08	25FEB08	22JUL08	28JUL08	108											
30110	3rd Floor Masonry Walls	5	0	5	21FEB08	27FEB08	18MAR08	24MAR08	18											
43110	Conduit Rough-In, In-Slab	1	0	1	22FEB08	22FEB08	06AUG08	06AUG08	116											
43115	Bituminous Roof	5	0	5	25FEB08	29FEB08	07AUG08	13AUG08	118											
31140	Set Mechanical Equipment	5	0	5	26FEB08	03MAR08	27MAR08	02APR08	22											
30115	Set Mechanical Equipment	2	0	2	28FEB08	29FEB08	25MAR08	26MAR08	18											
SKIN																				
9200	Ext Veneer Masonry Walls	15	20	12	12NOV07A	15FEB08	12NOV07A	13MAR08	19											
15200	Ext Veneer Masonry Walls	15	20	12	12NOV07A	04MAR08	12NOV07A	31MAR08	19											
6200	Ext Veneer Masonry Walls	15	90	2	02JAN08A	05FEB08	02JAN08A	23APR08	56											
11215	Standing Seam Roof	12	50	6	08JAN08A	07FEB08	08JAN08A	30JAN08	-6											
7200	Ext Veneer Masonry Walls	15	50	8	14JAN08A	07MAR08	14JAN08A	27MAY08	56											

Start Date: 01SEP06
 Finish Date: 12OCT09
 Update Date: 31JAN08
 Run Date: 25FEB08 09:58

Legend:
 [Bar] Early Bar
 [Bar] Progress Bar
 [Bar] Critical Activity

3017
 Tompkins Builders Inc.
 St. Elizabeth - Update 1/31/08

Date	Revision	Checked	Approved

Schedule (activities scheduled for the month of February 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008				2009				
										Q1	Q2	Q3	Q4	Q1	Q2	Q3		
12215	Standing Seam Roof	12	50	6	14JAN08A	15FEB08	14JAN08A	13FEB08	-2									
24210	Ext Veneer Masonry Walls	15	80	3	15JAN08A	28FEB08	15JAN08A	22MAY08	60									
14210	Ext Veneer Masonry Walls	15	90	2	17JAN08A	01FEB08	17JAN08A	21APR08	56									
24205	Standing Seam Metal Roof	12	10	11	29JAN08A	03MAR08	29JAN08A	20FEB08	-8									
11210	Install Bituminous Roofing	10	0	10	31JAN08	13FEB08	17JAN08	30JAN08	-10									
13200	Install Bituminous Roofing	10	0	10	31JAN08	13FEB08	08FEB08	19FEB08	4									
14220	Install Windows	10	0	10	31JAN08	13FEB08	23MAY08	08JUN08	81									
16210	Ext Veneer Masonry Walls	15	0	15	06FEB08	26FEB08	24APR08	14MAY08	56									
16220	Install Windows	10	0	10	08FEB08	19FEB08	15SEP08	26SEP08	155									
18210	Install Bituminous Roofing	10	0	10	07FEB08	20FEB08	14FEB08	27FEB08	6									
4210	Install Bituminous Roofing	10	0	10	14FEB08	27FEB08	03MAR08	14MAR08	12									
14200	Install Bituminous Roofing	10	0	10	14FEB08	27FEB08	20FEB08	04MAR08	4									
12210	Install Bituminous Roofing	10	0	10	18FEB08	29FEB08	14FEB08	27FEB08	-2									
16200	Install Bituminous Roofing	10	0	10	28FEB08	12MAR08	05MAR08	18MAR08	4									
INTERIOR																		
10430	Above Ceiling Plumbing	10	80	2	23OCT06A	15FEB08	23OCT06A	21MAR08	25									
6450	Above Ceiling Fire Sprinkler Mains	20	0	20	03JAN07A	07MAR08	03JAN07A	03JUN08	61									
2405	Non Load Bearing Masonry Walls	15	90	2	24AUG07A	04FEB08	24AUG07A	06FEB08	2									
2410	In Wall Mechanical	15	90	2	24AUG07A	04FEB08	24AUG07A	06FEB08	2									
2420	In Wall Electrical RI	15	95	1	24AUG07A	01FEB08	24AUG07A	06FEB08	3									
3405	Non Load Bearing Masonry Walls	15	90	2	05SEP07A	06FEB08	05SEP07A	12FEB08	4									
3410	In Wall Mechanical	15	90	2	05SEP07A	08FEB08	05SEP07A	12FEB08	4									
3420	In Wall Electrical RI	15	90	2	05SEP07A	08FEB08	05SEP07A	08OCT08	170									
5405	Non Load Bearing Masonry Walls	15	90	2	08SEP07A	05FEB08	08SEP07A	22FEB08	13									
5410	In Wall Mechanical	15	93	1	08SEP07A	05FEB08	08SEP07A	19MAR08	31									
5420	In Wall Electrical RI	15	90	2	08SEP07A	05FEB08	08SEP07A	05MAR08	21									
2430	Above Ceiling Plumbing	10	90	1	17SEP07A	05FEB08	17SEP07A	12MAR08	26									
2425	Above Ceiling Duct Mains and	20	90	2	18SEP07A	06FEB08	18SEP07A	08FEB08	2									
4405	Non Load Bearing Masonry Walls	15	90	2	19SEP07A	01FEB08	19SEP07A	19FEB08	12									
4410	In Wall Mechanical	15	93	1	19SEP07A	01FEB08	19SEP07A	14MAR08	30									
4420	In Wall Electrical RI	15	90	2	19SEP07A	01FEB08	19SEP07A	13MAR08	29									
2440	Electrical Feeder Rough-In	10	90	1	24SEP07A	05FEB08	24SEP07A	12MAR08	26									
2445	Electrical Branch RI	15	90	2	24SEP07A	06FEB08	24SEP07A	07APR08	43									
3430	Above Ceiling Plumbing	10	90	1	24SEP07A	07FEB08	24SEP07A	14APR08	47									
3440	Electrical Feeder Rough-In	10	90	1	24SEP07A	07FEB08	24SEP07A	14APR08	47									
3445	Electrical Branch RI	15	90	2	24SEP07A	08FEB08	24SEP07A	05MAY08	61									

Schedule (activities scheduled for the month of February 2008)

cont'd



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008				2009			
										Q1	Q2	Q3	Q4	Q1	Q2	Q3	
6405	Non Load Bearing Masonry Walls	15	90	2	26SEP07A	08FEB08	26SEP07A	14FEB08	4	█	█						
6410	In Wall Mechanical	15	90	2	26SEP07A	08FEB08	26SEP07A	14FEB08	4	█	█						
6420	In Wall Electrical RI	15	90	2	26SEP07A	08FEB08	26SEP07A	14FEB08	4	█	█						
1425	Above Ceiling Duct Mains and	20	90	2	27SEP07A	01FEB08	27SEP07A	06FEB08	3	█	█						
1445	Electrical Branch RI	80	90	6	27SEP07A	11FEB08	27SEP07A	10MAR08	20	█	█						
1480	Pull Feeder Wire	7	50	4	27SEP07A	06FEB08	27SEP07A	21OCT08	181	█	█						
1475	Pull Branch Wire	5	40	3	27SEP07A	14FEB08	27SEP07A	24OCT08	178	█	█						
4440	Electrical Feeder Rough-In	10	90	1	04OCT07A	07FEB08	04OCT07A	18FEB08	7	█	█						
4445	Electrical Branch RI	15	90	2	04OCT07A	08FEB08	04OCT07A	13MAR08	24	█	█						
5425	Above Ceiling Duct Mains and	20	90	2	04OCT07A	05FEB08	04OCT07A	22FEB08	13	█	█						
7405	Non Load Bearing Masonry Walls	15	80	3	08OCT07A	13FEB08	08OCT07A	19FEB08	4	█	█						
3425	Above Ceiling Duct Mains and	20	90	2	09OCT07A	08FEB08	09OCT07A	12FEB08	2	█	█						
9405	Non Load Bearing Masonry Walls	15	90	2	09OCT07A	07FEB08	09OCT07A	03MAR08	17	█	█						
9415	Install Door Frames	5	90	1	09OCT07A	08FEB08	09OCT07A	03MAR08	18	█	█						
4430	Above Ceiling Plumbing	10	90	1	11OCT07A	07FEB08	11OCT07A	18FEB08	7	█	█						
5430	Above Ceiling Plumbing	10	90	1	15OCT07A	04FEB08	15OCT07A	21FEB08	13	█	█						
5440	Electrical Feeder Rough-In	10	90	1	15OCT07A	04FEB08	15OCT07A	21FEB08	13	█	█						
5445	Electrical Branch RI	15	90	2	15OCT07A	05FEB08	15OCT07A	05MAR08	21	█	█						
6430	Above Ceiling Plumbing	10	90	1	15OCT07A	11FEB08	15OCT07A	08MAY08	61	█	█						
8440	Electrical Feeder Rough-In	10	90	1	15OCT07A	11FEB08	15OCT07A	08MAY08	61	█	█						
7415	Install Door Frames	5	80	1	15OCT07A	11FEB08	15OCT07A	19FEB08	6	█	█						
4425	Above Ceiling Duct Mains and	20	90	2	18OCT07A	01FEB08	16OCT07A	19FEB08	12	█	█						
7420	In Wall Electrical RI	15	80	3	17OCT07A	13FEB08	17OCT07A	19FEB08	4	█	█						
7430	Above Ceiling Plumbing	10	80	2	17OCT07A	14FEB08	17OCT07A	09JUN08	81	█	█						
9410	In Wall Mechanical	15	93	1	17OCT07A	06FEB08	17OCT07A	19MAY08	73	█	█						
9420	In Wall Electrical RI	15	90	2	17OCT07A	07FEB08	17OCT07A	09JUN08	86	█	█						
9430	Above Ceiling Plumbing	10	70	3	17OCT07A	08FEB08	17OCT07A	04JUN08	82	█	█						
9445	Electrical Feeder Rough-In	10	70	3	17OCT07A	08FEB08	17OCT07A	04JUN08	82	█	█						
9450	Electrical Branch RI	15	70	5	17OCT07A	12FEB08	17OCT07A	09JUN08	83	█	█						
10400	Scaffold for Non Load Bearing	5	90	1	18OCT07A	08FEB08	18OCT07A	07MAR08	20	█	█						
10405	Non Load Bearing Masonry Walls	15	90	2	18OCT07A	12FEB08	18OCT07A	11MAR08	20	█	█						
3435	Above Ceiling Mechanical Pipe	10	90	1	22OCT07A	07FEB08	22OCT07A	14APR08	47	█	█						
10420	In Wall Electrical RI	15	90	2	22OCT07A	12FEB08	22OCT07A	16APR08	46	█	█						
10440	Electrical Feeder Rough-In	10	80	2	22OCT07A	15FEB08	22OCT07A	21MAR08	25	█	█						
10445	Electrical Branch RI	15	80	3	22OCT07A	18FEB08	22OCT07A	16APR08	42	█	█						
15400	Scaffold for Non Load Bearing	5	90	1	22OCT07A	13FEB08	22OCT07A	17MAR08	23	█	█						

Schedule (activities scheduled for the month of February 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	Q1	Q2 2008	Q3	Q4	Q1	Q2 2009	Q3
15405	Non Load Bearing Masonry Walls	15	90	2	22OCT07A	15FEB08	22OCT07A	19MAR08	23					Q1		
15410	In Wall Mechanical	15	90	2	22OCT07A	15FEB08	22OCT07A	19MAR08	23							
15415	Install Door Frames	5	90	1	22OCT07A	14FEB08	22OCT07A	19MAR08	24							
15420	In Wall Electrical RI	15	90	2	22OCT07A	15FEB08	22OCT07A	09OCT08	166							
15430	Above Ceiling Plumbing	10	90	1	22OCT07A	22FEB08	22OCT07A	10JUN08	76							
15445	Electrical Feeder Rough-In	10	90	1	22OCT07A	22FEB08	22OCT07A	10JUN08	78							
15455	Electrical Branch RI	15	90	2	22OCT07A	26FEB08	22OCT07A	08JUL08	94							
7410	In Wall Mechanical	15	80	3	23OCT07A	13FEB08	23OCT07A	19FEB08	4							
8405	Non Load Bearing Masonry Walls	15	90	2	25OCT07A	03MAR08	25OCT07A	16APR08	32							
8420	In Wall Electrical RI	15	90	2	25OCT07A	03MAR08	25OCT07A	24OCT08	166							
8425	Above Ceiling Duct Mains and	20	90	2	29OCT07A	12FEB08	29OCT07A	14FEB08	2							
8445	Electrical Branch RI	15	90	2	29OCT07A	12FEB08	29OCT07A	03JUN08	79							
8410	In Wall Mechanical	15	90	2	01NOV07A	03MAR08	01NOV07A	16APR08	32							
8415	Install Door Frames	5	90	1	01NOV07A	29FEB08	01NOV07A	16APR08	33							
2485	Pull Feeder Wire	7	50	4	05NOV07A	11FEB08	05NOV07A	06NOV08	190							
2470	Pull Branch Wire	5	50	3	05NOV07A	14FEB08	05NOV07A	13NOV08	192							
7425	Above Ceiling Duct Mains and	20	80	4	06NOV07A	18FEB08	06NOV07A	20FEB08	2							
7440	Electrical Feeder Rough-In	10	80	2	06NOV07A	14FEB08	06NOV07A	09JUN08	81							
7445	Electrical Branch RI	15	80	3	06NOV07A	15FEB08	06NOV07A	01JUL08	98							
3485	Pull Feeder Wire	7	50	4	12NOV07A	13FEB08	12NOV07A	06OCT08	165							
3470	Pull Branch Wire	5	50	3	12NOV07A	18FEB08	12NOV07A	09OCT08	165							
4465	Pull Feeder Wire	7	50	4	12NOV07A	13FEB08	12NOV07A	13MAR08	21							
4470	Pull Branch Wire	5	80	1	12NOV07A	14FEB08	12NOV07A	14MAR08	21							
5465	Pull Feeder Wire	7	50	4	12NOV07A	08FEB08	12NOV07A	05MAR08	18							
5470	Pull Branch Wire	5	50	3	12NOV07A	13FEB08	12NOV07A	10MAR08	18							
9425	Above Ceiling Duct Mains and	20	70	6	12NOV07A	13FEB08	12NOV07A	07MAR08	17							
10425	Above Ceiling Duct Mains and	20	70	8	12NOV07A	21FEB08	12NOV07A	17MAR08	17							
20405	Non Load Bearing Masonry Walls	15	90	2	12NOV07A	20FEB08	12NOV07A	18APR08	42							
20410	In Wall Mechanical	15	90	2	12NOV07A	04FEB08	12NOV07A	18APR08	54							
20415	Install Door Frames	5	90	1	12NOV07A	01FEB08	12NOV07A	18APR08	55							
20420	In Wall Electrical RI	15	90	2	12NOV07A	20FEB08	12NOV07A	09OCT08	163							
42710	FRP Equipment Pads	15	90	2	15NOV07A	19FEB08	15NOV07A	22APR08	45							
6435	Above Ceiling Mechanical Pipe	10	90	1	19NOV07A	11FEB08	19NOV07A	06MAY08	61							
7435	Above Ceiling Mechanical Pipe	10	80	2	19NOV07A	14FEB08	19NOV07A	09JUN08	81							
15440	Above Ceiling Mechanical Pipe	10	90	1	19NOV07A	22FEB08	19NOV07A	10JUN08	76							
8470	Pull Branch Wire	5	50	3	03DEC07A	20FEB08	03DEC07A	13NOV08	188							

Schedule (activities scheduled for the month of February 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008				2009			
										Q1	Q2	Q3	Q4	Q1	Q2	Q3	
15425	Above Ceiling Duct Mains and	20	80	3	04DEC07A	27FEB08	04DEC07A	21MAR08	17								
22400	Scaffold for Non Load Bearing	5	50	4	12DEC07A	25FEB08	12DEC07A	23APR08	42								
22405	Non Load Bearing Masonry Walls	15	50	8	12DEC07A	06MAR08	12DEC07A	05MAY08	42								
22410	In Wall Mechanical	15	50	8	12DEC07A	06MAR08	12DEC07A	05MAY08	42								
22415	Install Door Frames	5	50	3	12DEC07A	28FEB08	12DEC07A	05MAY08	47								
22420	In Wall Electrical RI	15	50	8	12DEC07A	06MAR08	12DEC07A	09OCT08	152								
19400	Scaffold for Non Load Bearing	5	90	1	17DEC07A	18FEB08	17DEC07A	21MAR08	24								
19405	Non Load Bearing Masonry Walls	15	90	2	17DEC07A	20FEB08	17DEC07A	25MAR08	24								
19410	In Wall Mechanical	15	90	2	17DEC07A	20FEB08	17DEC07A	25MAR08	24								
19415	Install Door Frames	5	90	1	17DEC07A	19FEB08	17DEC07A	25MAR08	25								
19420	In Wall Electrical RI	15	90	2	17DEC07A	20FEB08	17DEC07A	09OCT08	163								
19440	Electrical Feeder Rough-In	10	90	1	17DEC07A	28FEB08	17DEC07A	17APR08	35								
19445	Electrical Branch RI	15	90	2	17DEC07A	29FEB08	17DEC07A	14MAY08	53								
21400	Scaffold for Non Load Bearing	5	80	1	17DEC07A	14FEB08	17DEC07A	20FEB08	4								
21410	Non Load Bearing Masonry Walls	15	80	6	17DEC07A	22FEB08	17DEC07A	28FEB08	4								
21415	In Wall Mechanical	15	60	6	17DEC07A	22FEB08	17DEC07A	28FEB08	4								
21420	Install Door Frames	5	60	2	17DEC07A	18FEB08	17DEC07A	28FEB08	8								
21425	In Wall Electrical RI	15	60	6	17DEC07A	22FEB08	17DEC07A	28FEB08	4								
23410	Non Load Bearing Masonry Walls	15	75	4	17DEC07A	28FEB08	17DEC07A	25MAR08	18								
23415	In Wall Mechanical	15	75	4	17DEC07A	28FEB08	17DEC07A	25MAR08	18								
23420	Install Door Frames	5	75	1	17DEC07A	25FEB08	17DEC07A	25MAR08	21								
23425	In Wall Electrical RI	15	75	4	17DEC07A	28FEB08	17DEC07A	06NOV08	177								
1450	Above Ceiling Fire Sprinkler Mains	20	5	19	18DEC07A	26FEB08	18DEC07A	10MAR08	9								
2450	Above Ceiling Fire Sprinkler Mains	20	5	19	26DEC07A	29FEB08	26DEC07A	07APR08	26								
6465	Pull Feeder Wire	7	50	4	02JAN08A	15FEB08	02JAN08A	06NOV08	186								
19430	Above Ceiling Plumbing	10	90	1	02JAN08A	28FEB08	02JAN08A	17APR08	35								
19435	Above Ceiling Mechanical Pipe	10	90	1	02JAN08A	28FEB08	02JAN08A	17APR08	35								
3450	Above Ceiling Fire Sprinkler Mains	20	20	16	03JAN08A	28FEB08	03JAN08A	05MAY08	47								
7450	Above Ceiling Fire Sprinkler Mains	20	10	18	07JAN08A	07MAR08	07JAN08A	01JUL08	81								
11400	FRP - Equipment Pads	10	50	5	09JAN08A	06FEB08	09JAN08A	06FEB08	0								
12400	FRP - Equipment Pads	10	50	5	09JAN08A	13FEB08	09JAN08A	13FEB08	0								
12405	Cure Equipment Pad	10	50	5	09JAN08A	20FEB08	09JAN08A	18SEP08	148								
11405	Cure Equipment Pad	5	50	3	16JAN08A	11FEB08	16JAN08A	17SEP08	154								
7465	Pull Feeder Wire	7	20	6	21JAN08A	22FEB08	21JAN08A	06NOV08	181								
7470	Pull Branch Wire	5	20	4	21JAN08A	28FEB08	21JAN08A	13NOV08	182								
21435	Above Ceiling Plumbing	10	25	8	21JAN08A	09MAR08	21JAN08A	27JUN08	80								

Schedule (activities scheduled for the month of February 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008				2009			
										Q1	Q2	Q3	Q4	Q1	Q2	Q3	
21440	Above Ceiling Mechanical Pipe	10	25	8	21JAN08A	06MAR08	21JAN08A	27JUN08	80								
21445	Electrical Feeder Rough-In	10	25	8	21JAN08A	06MAR08	21JAN08A	27JUN08	80								
21450	Electrical Branch RI	15	25	11	21JAN08A	11MAR08	21JAN08A	16JUL08	89								
21455	Above Ceiling Fire Sprinkler Mains	20	0	20	23JAN08A	24MAR08	23JAN08A	16JUL08	80								
19425	Above Ceiling Duct Mains and	20	10	18	24JAN08A	24MAR08	24JAN08A	16APR08	17								
5450	Above Ceiling Fire Sprinkler Mains	20	0	20	04FEB08	29FEB08	21FEB08	19MAR08	13								
5460	Install Security RI / Mounting	5	0	5	08FEB08	12FEB08	05MAY08	09MAY08	63								
8465	Above Ceiling Fire Sprinkler Mains	20	70	6	06FEB08	13FEB08	02JUN08	09JUN08	82								
2460	Install Security RI / Mounting	5	0	5	07FEB08	13FEB08	09SEP08	15SEP08	150								
4450	Above Ceiling Fire Sprinkler Mains	20	0	20	07FEB08	05MAR08	18FEB08	14MAR08	7								
9435	Metal Stud Partitions	10	0	10	08FEB08	21FEB08	20MAY08	03JUN08	72								
11565	Spray Fireproof	5	0	5	08FEB08	14FEB08	05SEP08	11SEP08	147								
3460	Install Security RI / Mounting	5	0	5	11FEB08	15FEB08	29MAY08	03JUN08	76								
3635	Above Ceiling Duct	10	0	10	11FEB08	22FEB08	02JUL08	16JUL08	101								
4460	Install Security RI / Mounting	5	0	5	11FEB08	15FEB08	07APR08	11APR08	40								
9485	Pull Feeder Wire	7	0	7	11FEB08	19FEB08	18SEP08	26SEP08	155								
10410	In Wall Mechanical	15	90	2	11FEB08	12FEB08	10MAR08	11MAR08	20								
10415	Install Door Frames	5	90	1	11FEB08	11FEB08	11MAR08	11MAR08	21								
1465	Install Security RI / Mounting	5	0	5	12FEB08	18FEB08	06MAY08	12MAY08	60								
8460	Install Security RI / Mounting	5	0	5	13FEB08	19FEB08	25JUN08	01JUL08	94								
9480	Install Security RI / Mounting	5	0	5	13FEB08	19FEB08	22JUL08	28JUL08	112								
5480	Pull Fire Alarm Wire	7	0	7	14FEB08	22FEB08	11MAR08	19MAR08	18								
10450	Above Ceiling Fire Sprinkler Mains	20	0	20	14FEB08	12MAR08	20MAR08	16APR08	25								
11415	Penthouse Duct Mains and	20	0	20	14FEB08	12MAR08	31JAN08	27FEB08	-10								
18400	FRP - Equipment Pads	10	0	10	14FEB08	27FEB08	14FEB08	27FEB08	0								
18570	Spray Fireproof	5	0	5	14FEB08	20FEB08	06MAR08	12MAR08	15								
1480	Pull Fire Alarm Wire	7	0	7	15FEB08	25FEB08	19NOV08	28NOV08	195								
2475	Pull Fire Alarm Wire	7	0	7	15FEB08	25FEB08	19NOV08	28NOV08	195								
4480	Pull Fire Alarm Wire	7	0	7	15FEB08	25FEB08	10OCT08	20OCT08	167								
11410	Set Penthouse Mechanical	10	0	10	15FEB08	28FEB08	18SEP08	01OCT08	151								
12570	Spray Fireproof	5	0	5	15FEB08	21FEB08	12SEP08	18SEP08	147								
7460	Install Security RI / Mounting	5	0	5	18FEB08	22FEB08	24JUL08	30JUL08	111								
10465	Pull Feeder Wire	7	0	7	18FEB08	26FEB08	01OCT08	09OCT08	159								
15435	Metal Stud Partitions	10	0	10	18FEB08	29FEB08	12JUN08	25JUN08	82								
3480	Pull Fire Alarm Wire	7	0	7	19FEB08	27FEB08	12NOV08	20NOV08	188								
10460	Install Security RI / Mounting	5	0	5	19FEB08	25FEB08	03JUN08	09JUN08	74								

EXHIBIT O

SAINT ELIZABETHS HOSPITAL CONSTRUCTION STATUS REPORT – MARCH 2008

St. Elizabeth's Hospital Project Monthly Summary Report



Month/Year: March 2008 Date: 28 March 2008

Construction Manager Summary

- All trades, concrete, steel, metal deck, masonry, mechanical, plumbing and electrical work continues throughout. Roofing for all areas underway; including membrane installation for green roof, protected membrane roof, and standing-seam roof at pods.

Work Summary

SEH

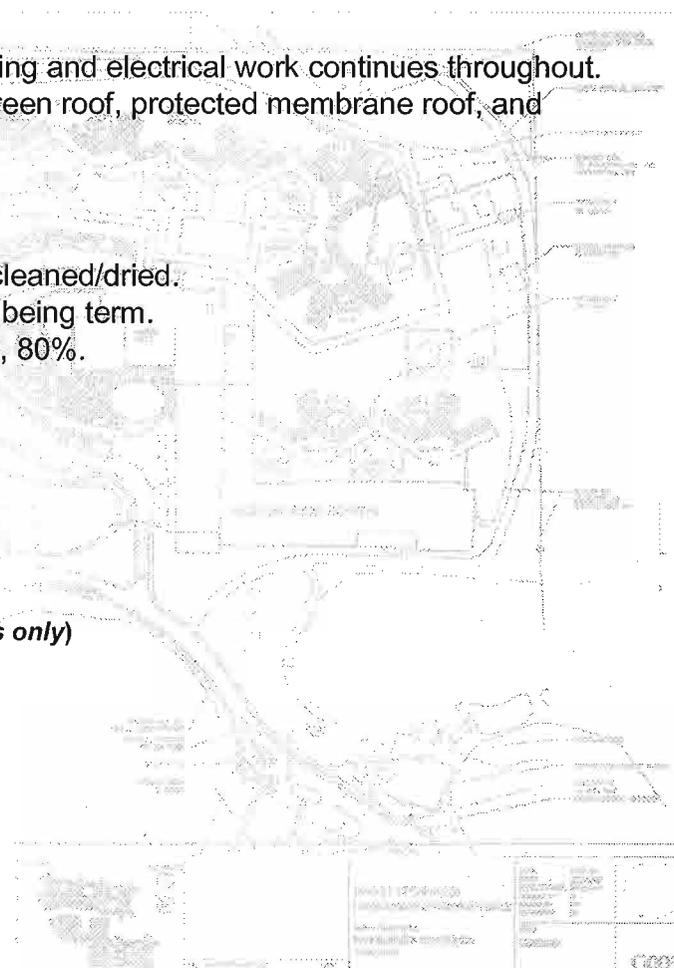
- Push to dry in building, roofing and temp. measures to get building cleaned/dried.
- Significant work at electrical rooms, equipment, high-voltage cables being term.
- Brick veneer installation nearly complete at Forensic and Civil areas, 80%.
- Permanent window installation to begin in April.
- Overall completion, 55%.

RMB (*infrastructure and utilities only*)

- Demo and abatement, RMB 50%.
- Coordinating utilities for RMB, CT-7, and CT-8 continues.
- Work Plans being developed for follow-on work

Project Challenges SEH & RMB (*infrastructure and utilities only*)

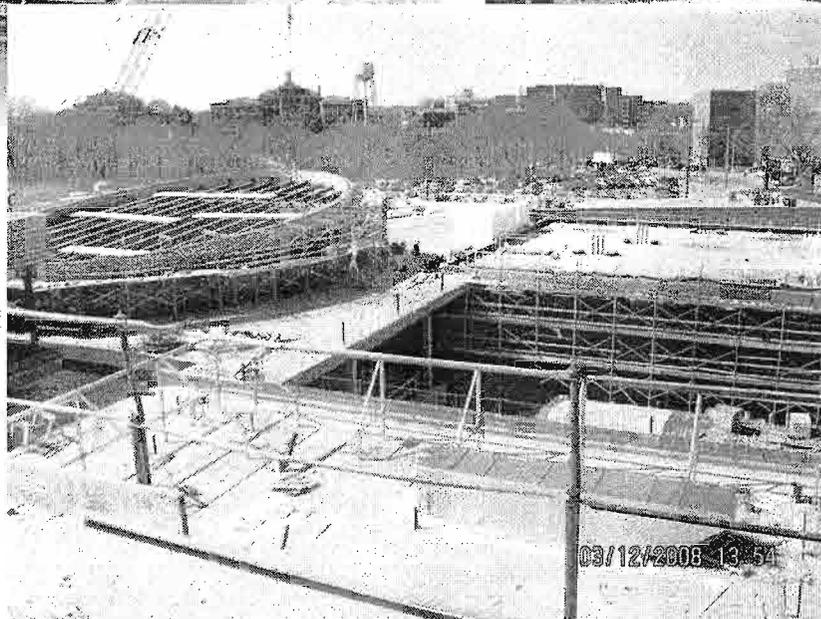
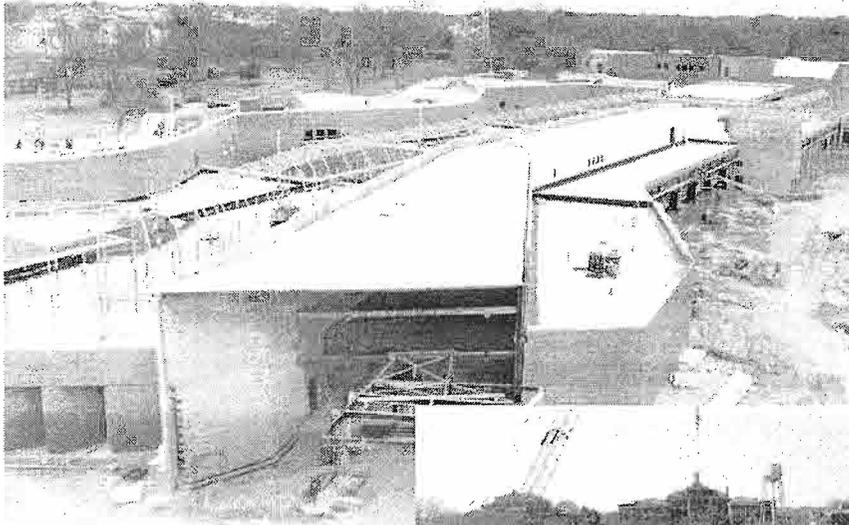
- Complete design information
- Telecom Service
- Wireless system
- WASA
- PEPCO



Project Progress Photos



Gilbane



Top Left: View from JHP of Forensic Wing, Green Roof
Above: View from JHP of Civil Wing
Bottom: Auditorium and Green Roof

C109

Project Controls and Budget Summary



St. Elizabeth's New Hospital RMB, CT-7, CT-8

Original Contract Value: \$139,915,510

Original Contract Value: \$13,247,000

Approved Changes: 44

Approved Changes: 0

Current Contract Amount: \$148,443,665

Current Contract Value: \$13,247,000

Pending Changes (OME): \$ 10,595,989

Pending Changes (OME): \$

Project Controls Review



RFI Turnaround

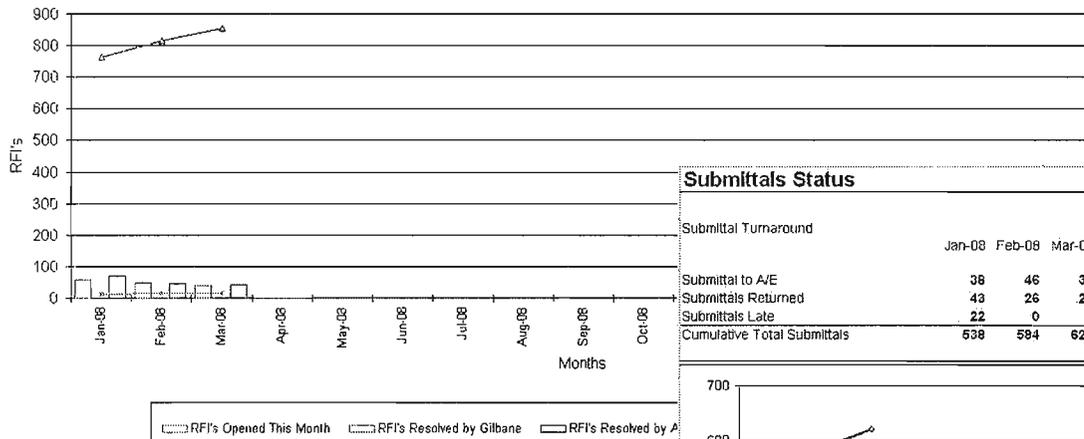
ST. ELIZABETH'S HOSPITAL

Project 3207



	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09
RFI's Opened This Month	56	49	40														
RFI's Resolved by A/E	70	46	41														
Cumulative Total RFI's	765	814	855														
Total Open	12	15	14														

Chart 1. RFI Turnaround

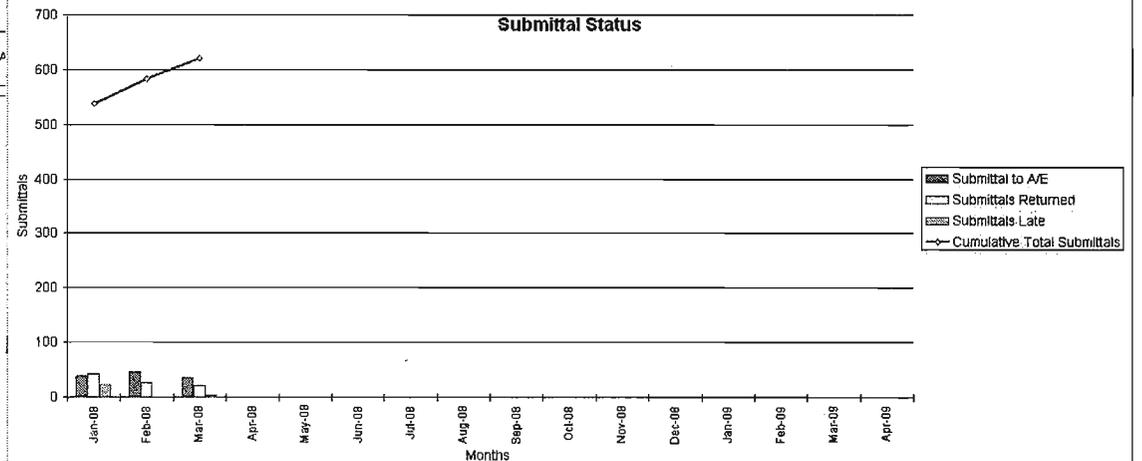


Submittals Status

ST. ELIZABETH'S NEW HOSPITAL

Project 3207

Submittal Turnaround	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09
Submittal to A/E	38	46	36													
Submittals Returned	43	26	21													
Submittals Late	22	0	3													
Cumulative Total Submittals	538	594	620													



Schedule (activities scheduled for the month of March 2008)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Q1	Q2	2008 Q3	Q4	2009 Q1	Q2	Q3	Q4
SITWORK															
3870	Excavation for Fuel Oil Tanks	20	0	20	14MAR08	10APR08	24JUL08								
360	FRP Flgs Guard House	10	0	10	01APR08*	14APR08	08SEP08								
BUILDING STRUCTURE															
31120	Structural Steel	5	0	5	18FEB08A	27MAR08	18FEB08A								
31130	Roof Slab	3	0	3	18FEB08A	01APR08	18FEB08A								
30115	Set Mechanical Equipment	2	0	2	22FEB08A	17MAR08	22FEB08A								
31140	Set Mechanical Equipment	5	0	5	22FEB08A	20MAR08	22FEB08A								
30120	Structural Steel	5	80	1	27FEB08A	18MAR08	27FEB08A								
30125	Roof Slab	3	0	3	27FEB08A	21MAR08	27FEB08A								
12140	Set Mechanical Equipment	2	0	2	29FEB08	03MAR08	12FEB08								
18140	Set Mechanical Equipment	5	0	5	29FEB08	06MAR08	07FEB08								
24130	Set Mechanical Equipment	5	0	5	29FEB08	08MAR08	08FEB08								
32130	Set Mechanical Equipment	5	0	5	29FEB08	06MAR08	03APR08								
33130	Set Mechanical Equipment	5	0	5	29FEB08	06MAR08	17APR08								
43100	Structural Steel	5	0	5	07MAR08	13MAR08	20MAR08								
44115	Bituminous Roof	5	0	5	07MAR08	13MAR08	30SEP08								
34115	Set Mechanical Equipment	6	0	5	14MAR08	20MAR08	29JUL08								
43105	Roof Slab	5	0	5	14MAR08	20MAR08	31JUL08								
43110	Conduit Rough-In, In-Slab	1	0	1	20MAR08	20MAR08	06AUG08								
43115	Bituminous Roof	5	0	5	21MAR08	27MAR08	07AUG08								
SKIN															
9200	Ext Veneer Masonry Walls	15	50	8	12NOV07A	11MAR08	12NOV07A								
15200	Ext Veneer Masonry Walls	15	20	12	12NOV07A	27MAR08	12NOV07A								
21210	Ext Veneer Masonry Walls	15	75	4	02JAN08A	02APR08	02JAN08A								
11215	Standing Seam Roof	12	92	1	08JAN08A	29FEB08	08JAN08A								
7200	Ext Veneer Masonry Walls	15	90	2	14JAN08A	08MAR08	14JAN08A								
12215	Standing Seam Roof	12	50	6	14JAN08A	10MAR08	14JAN08A								
24210	Ext Veneer Masonry Walls	15	95	1	15JAN08A	14MAR08	15JAN08A								
14210	Ext Veneer Masonry Walls	15	93	1	17JAN08A	29FEB08	17JAN08A								
Start Date	01SEP08	[] Fairly Rev		SB18	Sheet 1 of 9										
Finish Date	31OCT09	[] Progress Rev		Tompkins Builders Inc.				Date	Revision	Checked	Approved				
Date Code	29FEB08	[] Critical Activity		St. Elizabeth - Update 2/28/08											
Rev Code	26MAR08 08 43														

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009						
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
35200	Ext Veneer Masonry Walls	15	50	8	17JAN08A	08APR08	17JAN08A											
24205	Standing Seam Metal Roof	12	50	6	29JAN08A	14MAR08	29JAN08A											
16210	Ext Veneer Masonry Walls	15	90	2	04FEB08A	04MAR08	04FEB08A											
17210	Ext Veneer Masonry Walls	15	75	4	11FEB08A	12MAR08	11FEB08A											
27200	Ext Veneer Masonry Walls	15	90	2	11FEB08A	17MAR08	11FEB08A											
41205	Ext Veneer Masonry	10	15	9	14FEB08A	26MAR08	14FEB08A											
42210	Ext Veneer Masonry	1	20	1	14FEB08A	27MAR08	14FEB08A											
11210	Install Bituminous Roofing	10	80	2	28FEB08A	03MAR08	28FEB08A											
13200	Install Bituminous Roofing	10	0	10	29FEB08	13MAR08	06FEB08											
14220	Install Windows	10	0	10	29FEB08	13MAR08	23MAY08											
16220	Install Windows	10	0	10	03MAR08	14MAR08	15SEP08											
17240	Install Windows	10	0	10	07MAR08	20MAR08	29SEP08											
18210	Install Bituminous Roofing	10	0	10	07MAR08	20MAR08	14FEB08											
12210	Install Bituminous Roofing	10	0	10	11MAR08	24MAR08	14FEB08											
7210	Curtainwall Framing	5	0	5	13MAR08	19MAR08	17JUL08											
4210	Install Bituminous Roofing	10	0	10	14MAR08	27MAR08	03MAR08											
14200	Install Bituminous Roofing	10	0	10	14MAR08	27MAR08	20FEB08											
23220	Install Strip Window Framing	5	0	5	14MAR08	20MAR08	22JUL08											
27210	Install Windows	10	0	10	14MAR08	27MAR08	19AUG08											
24200	Install Bituminous Roofing	10	0	10	17MAR08	28MAR08	21FEB08											
17220	Curtainwall Framing	5	0	5	20MAR08	26MAR08	24JUL08											
23230	Install Strip Windows	5	0	5	21MAR08	27MAR08	29JUL08											
30210	Standing Seam Metal Roof	12	0	12	24MAR08	08APR08	02JUN08											
41200	Install Windows	10	0	10	27MAR08	09APR08	31JUL08											
8200	Install Bituminous Roofing	10	0	10	28MAR08	10APR08	18APR08											
16200	Install Bituminous Roofing	10	0	10	28MAR08	10APR08	05MAR08											
18200	Ext Veneer Masonry Walls	15	0	15	28MAR08	17APR08	21APR08											
27230	Strip Window Framing	15	0	15	28MAR08	17APR08	05AUG08											
42200	Install Windows	10	0	10	28MAR08	10APR08	23SEP08											
5210	Install Bituminous Roofing	10	0	10	31MAR08	11APR08	06MAR08											
INTERIOR																		
10430	Above Ceiling Plumbing	10	90	1	23OCT06A	11MAR08	23OCT06A											
6450	Above Ceiling Fire Sprinkler Mains and Branch R1	20	20	16	03JAN07A	01APR08	03JAN07A											
1405	Non Load Bearing Masonry Walls	15	95	1	30JUL07A	29FEB08	30JUL07A											
1415	In Wall Mechanical	15	95	1	30JUL07A	29FEB08	30JUL07A											
2405	Non Load Bearing Masonry Walls	15	90	2	24AUG07A	04MAR08	24AUG07A											

Schedule (activities scheduled for the month of March 2008 cont'd)



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009					
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
2410	In Wall Mechanical	15	90	2	24AUG07A	04MAR08	24AUG07A	In Wall Mechanical									
2415	Install Door Frames	5	95	0	24AUG07A	29FEB08	24AUG07A	Install Door Frames									
2420	In Wall Electrical RI	15	95	1	24AUG07A	03MAR08	24AUG07A	In Wall Electrical RI									
3405	Non Load Bearing Masonry Walls	15	90	2	05SEP07A	06MAR08	05SEP07A	Non Load Bearing Masonry Walls									
3410	In Wall Mechanical	15	90	2	05SEP07A	06MAR08	05SEP07A	In Wall Mechanical									
3420	In Wall Electrical RI	15	90	2	05SEP07A	06MAR08	05SEP07A	In Wall Electrical RI									
5405	Non Load Bearing Masonry Walls	15	90	2	08SEP07A	05MAR08	08SEP07A	Non Load Bearing Masonry Walls									
5410	In Wall Mechanical	15	93	1	08SEP07A	05MAR08	08SEP07A	In Wall Mechanical									
5420	In Wall Electrical RI	15	90	2	08SEP07A	05MAR08	08SEP07A	In Wall Electrical RI									
1430	Above Ceiling Plumbing	10	90	1	10SEP07A	29FEB08	10SEP07A	Above Ceiling Plumbing									
2430	Above Ceiling Plumbing	10	80	1	17SEP07A	05MAR08	17SEP07A	Above Ceiling Plumbing									
2425	Above Ceiling Duct Mains and Branches RI	20	90	2	18SEP07A	06MAR08	18SEP07A	Above Ceiling Duct Mains and Branches RI									
4405	Non Load Bearing Masonry Walls	15	90	2	19SEP07A	03MAR08	19SEP07A	Non Load Bearing Masonry Walls									
4410	In Wall Mechanical	15	93	1	19SEP07A	03MAR08	19SEP07A	In Wall Mechanical									
4420	In Wall Electrical RI	15	90	2	19SEP07A	03MAR08	19SEP07A	In Wall Electrical RI									
2440	Electrical Feeder Rough-In	10	90	1	24SEP07A	05MAR08	24SEP07A	Electrical Feeder Rough-In									
2445	Electrical Branch RI	15	90	2	24SEP07A	06MAR08	24SEP07A	Electrical Branch RI									
3430	Above Ceiling Plumbing	10	90	1	24SEP07A	07MAR08	24SEP07A	Above Ceiling Plumbing									
3440	Electrical Feeder Rough-In	10	90	1	24SEP07A	07MAR08	24SEP07A	Electrical Feeder Rough-In									
3445	Electrical Branch RI	15	90	2	24SEP07A	10MAR08	24SEP07A	Electrical Branch RI									
6405	Non Load Bearing Masonry Walls	15	90	2	26SEP07A	10MAR08	26SEP07A	Non Load Bearing Masonry Walls									
6410	In Wall Mechanical	15	90	2	26SEP07A	10MAR08	26SEP07A	In Wall Mechanical									
8420	In Wall Electrical RI	15	90	2	28SEP07A	10MAR08	28SEP07A	In Wall Electrical RI									
1425	Above Ceiling Duct Mains and Branches RI	20	90	2	27SEP07A	03MAR08	27SEP07A	Above Ceiling Duct Mains and Branches RI									
1440	Electrical Feeder Rough-In	10	90	1	27SEP07A	29FEB08	27SEP07A	Electrical Feeder Rough-In									
1445	Electrical Branch RI	80	90	8	27SEP07A	11MAR08	27SEP07A	Electrical Branch RI									
1460	Pull Feeder Wire	7	50	4	27SEP07A	06MAR08	27SEP07A	Pull Feeder Wire									
1475	Pull Branch Wire	5	40	3	27SEP07A	14MAR08	27SEP07A	Pull Branch Wire									
4440	Electrical Feeder Rough-In	10	90	1	04OCT07A	07MAR08	04OCT07A	Electrical Feeder Rough-In									
4445	Electrical Branch RI	15	90	2	04OCT07A	10MAR08	04OCT07A	Electrical Branch RI									
5425	Above Ceiling Duct Mains and Branches RI	20	90	2	04OCT07A	05MAR08	04OCT07A	Above Ceiling Duct Mains and Branches RI									
7405	Non Load Bearing Masonry Walls	15	90	2	08OCT07A	12MAR08	08OCT07A	Non Load Bearing Masonry Walls									
3425	Above Ceiling Duct Mains and Branches RI	20	90	2	09OCT07A	10MAR08	09OCT07A	Above Ceiling Duct Mains and Branches RI									
9405	Non Load Bearing Masonry Walls	15	90	2	09OCT07A	07MAR08	09OCT07A	Non Load Bearing Masonry Walls									
9415	Install Door Frames	5	90	1	09OCT07A	08MAR08	09OCT07A	Install Door Frames									
4430	Above Ceiling Plumbing	10	90	1	11OCT07A	07MAR08	11OCT07A	Above Ceiling Plumbing									

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009					
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
5430	Above Ceiling Plumbing	10	90	1	15OCT07A	04MAR08	15OCT07A										
5440	Electrical Feeder Rough-In	10	90	1	15OCT07A	04MAR08	15OCT07A										
5445	Electrical Branch RI	15	90	2	15OCT07A	05MAR08	15OCT07A										
6430	Above Ceiling Plumbing	10	90	1	15OCT07A	11MAR08	15OCT07A										
6440	Electrical Feeder Rough-In	10	90	1	15OCT07A	11MAR08	15OCT07A										
7415	Install Door Frames	5	90	1	15OCT07A	11MAR08	15OCT07A										
4425	Above Ceiling Duct Mains and Branches RI	20	90	2	18OCT07A	03MAR08	18OCT07A										
7420	In Wall Electrical RI	15	90	2	17OCT07A	12MAR08	17OCT07A										
7430	Above Ceiling Plumbing	10	90	1	17OCT07A	13MAR08	17OCT07A										
9410	In Wall Mechanical	15	93	1	17OCT07A	06MAR08	17OCT07A										
9420	In Wall Electrical RI	15	90	2	17OCT07A	07MAR08	17OCT07A										
9430	Above Ceiling Plumbing	10	85	2	17OCT07A	07MAR08	17OCT07A										
9445	Electrical Feeder Rough-In	10	85	2	17OCT07A	07MAR08	17OCT07A										
9450	Electrical Branch RI	15	85	2	17OCT07A	07MAR08	17OCT07A										
10400	Scaffold for Non Load Bearing Masonry	5	90	1	18OCT07A	10MAR08	18OCT07A										
10405	Non Load Bearing Masonry Walls	15	90	2	18OCT07A	12MAR08	18OCT07A										
3435	Above Ceiling Mechanical Pipe	10	90	1	22OCT07A	07MAR08	22OCT07A										
10420	In Wall Electrical RI	15	90	2	22OCT07A	12MAR08	22OCT07A										
10440	Electrical Feeder Rough-In	10	90	1	22OCT07A	11MAR08	22OCT07A										
10445	Electrical Branch RI	15	90	2	22OCT07A	12MAR08	22OCT07A										
15400	Scaffold for Non Load Bearing Masonry	5	90	1	22OCT07A	13MAR08	22OCT07A										
15405	Non Load Bearing Masonry Walls	15	90	2	22OCT07A	17MAR08	22OCT07A										
15410	In Wall Mechanical	15	90	2	22OCT07A	17MAR08	22OCT07A										
15415	Install Door Frames	5	90	1	22OCT07A	14MAR08	22OCT07A										
15420	In Wall Electrical RI	15	90	2	22OCT07A	17MAR08	22OCT07A										
15430	Above Ceiling Plumbing	10	90	1	22OCT07A	14MAR08	22OCT07A										
15445	Electrical Feeder Rough-In	10	90	1	22OCT07A	14MAR08	22OCT07A										
15455	Electrical Branch RI	15	90	2	22OCT07A	17MAR08	22OCT07A										
7410	In Wall Mechanical	15	90	2	23OCT07A	12MAR08	23OCT07A										
8405	Non Load Bearing Masonry Walls	15	90	2	25OCT07A	28MAR08	25OCT07A										
8420	In Wall Electrical RI	15	90	2	25OCT07A	28MAR08	25OCT07A										
13405	Non Load Bearing Masonry Walls	15	90	2	25OCT07A	01APR08	25OCT07A										
6425	Above Ceiling Duct Mains and Branches RI	20	90	2	29OCT07A	12MAR08	29OCT07A										
8445	Electrical Branch RI	15	90	2	29OCT07A	12MAR08	29OCT07A										
8410	In Wall Mechanical	15	90	2	01NOV07A	28MAR08	01NOV07A										
8415	Install Door Frames	5	90	1	01NOV07A	27MAR08	01NOV07A										

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009					
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
13410	In Wall Mechanical	15	90	2	01NOV07A	01APR08	01NOV07A										
13415	Install Door Frames	5	90	1	01NOV07A	31MAR08	01NOV07A										
13420	In Wall Electrical RI	15	90	2	01NOV07A	01APR08	01NOV07A										
2465	Pull Feeder Wire	7	50	4	05NOV07A	11MAR08	05NOV07A										
2470	Pull Branch Wire	5	50	3	05NOV07A	14MAR08	05NOV07A										
7425	Above Ceiling Duct Mains and Branches RI	20	90	2	06NOV07A	14MAR08	06NOV07A										
7440	Electrical Feeder Rough-In	10	90	1	06NOV07A	13MAR08	06NOV07A										
7445	Electrical Branch RI	15	90	2	06NOV07A	14MAR08	06NOV07A										
3465	Pull Feeder Wire	7	50	4	12NOV07A	13MAR08	12NOV07A										
3470	Pull Branch Wire	5	50	3	12NOV07A	18MAR08	12NOV07A										
4465	Pull Feeder Wire	7	50	4	12NOV07A	13MAR08	12NOV07A										
4470	Pull Branch Wire	5	80	1	12NOV07A	14MAR08	12NOV07A										
5465	Pull Feeder Wire	7	50	4	12NOV07A	10MAR08	12NOV07A										
5470	Pull Branch Wire	5	50	3	12NOV07A	13MAR08	12NOV07A										
9425	Above Ceiling Duct Mains and Branches RI	20	85	3	12NOV07A	10MAR08	12NOV07A										
10425	Above Ceiling Duct Mains and Branches RI	20	90	2	12NOV07A	12MAR08	12NOV07A										
20400	Scaffold for Non Load Bearing Masonry	5	90	1	12NOV07A	29FEB08	12NOV07A										
20405	Non Load Bearing Masonry Walls	15	90	2	12NOV07A	20MAR08	12NOV07A										
20410	In Wall Mechanical	15	90	2	12NOV07A	04MAR08	12NOV07A										
20415	Install Door Frames	5	90	1	12NOV07A	03MAR08	12NOV07A										
20420	In Wall Electrical RI	15	90	2	12NOV07A	20MAR08	12NOV07A										
6435	Above Ceiling Mechanical Pipe	10	90	1	19NOV07A	11MAR08	19NOV07A										
7435	Above Ceiling Mechanical Pipe	10	90	1	19NOV07A	13MAR08	19NOV07A										
15440	Above Ceiling Mechanical Pipe	10	90	1	19NOV07A	14MAR08	19NOV07A										
6470	Pull Branch Wire	5	50	3	03DEC07A	20MAR08	03DEC07A										
15425	Above Ceiling Duct Mains and Branches RI	20	80	4	04DEC07A	18MAR08	04DEC07A										
22400	Scaffold for Non Load Bearing Masonry	5	50	3	12DEC07A	25MAR08	12DEC07A										
22405	Non Load Bearing Masonry Walls	15	50	8	12DEC07A	04APR08	12DEC07A										
22410	In Wall Mechanical	15	50	8	12DEC07A	04APR08	12DEC07A										
22415	Install Door Frames	5	50	3	12DEC07A	28MAR08	12DEC07A										
22420	In Wall Electrical RI	15	50	8	12DEC07A	04APR08	12DEC07A										
19400	Scaffold for Non Load Bearing Masonry	5	90	1	17DEC07A	18MAR08	17DEC07A										
19405	Non Load Bearing Masonry Walls	15	90	2	17DEC07A	20MAR08	17DEC07A										
19410	In Wall Mechanical	15	90	2	17DEC07A	20MAR08	17DEC07A										
19415	Install Door Frames	5	90	1	17DEC07A	19MAR08	17DEC07A										
19420	In Wall Electrical RI	15	90	2	17DEC07A	20MAR08	17DEC07A										

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009					
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
19440	Electrical Feeder Rough-In	10	90	1	17DEC07A	20MAR08	17DEC07A	█	█	█	█						
19445	Electrical Branch RI	15	90	2	17DEC07A	21MAR08	17DEC07A	█	█	█	█						
21400	Scaffold for Non Load Bearing Masonry	5	80	1	17DEC07A	13MAR08	17DEC07A	█	█	█	█						
21410	Non Load Bearing Masonry Walls	15	60	6	17DEC07A	21MAR08	17DEC07A	█	█	█	█						
21415	In Wall Mechanical	15	80	8	17DEC07A	21MAR08	17DEC07A	█	█	█	█						
21420	Install Door Frames	5	60	2	17DEC07A	17MAR08	17DEC07A	█	█	█	█						
21425	In Wall Electrical RI	15	60	8	17DEC07A	21MAR08	17DEC07A	█	█	█	█						
23410	Non Load Bearing Masonry Walls	15	80	3	17DEC07A	26MAR08	17DEC07A	█	█	█	█						
23415	In Wall Mechanical	15	80	3	17DEC07A	26MAR08	17DEC07A	█	█	█	█						
23420	Install Door Frames	5	80	1	17DEC07A	24MAR08	17DEC07A	█	█	█	█						
23425	In Wall Electrical RI	15	80	3	17DEC07A	26MAR08	17DEC07A	█	█	█	█						
1450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	25	15	18DEC07A	20MAR08	18DEC07A	█	█	█	█						
2450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	25	15	28DEC07A	25MAR08	28DEC07A	█	█	█	█						
6405	Pull Feeder Wire	7	50	4	02JAN08A	17MAR08	02JAN08A	█	█	█	█						
19430	Above Ceiling Plumbing	10	90	1	02JAN08A	20MAR08	02JAN08A	█	█	█	█						
19435	Above Ceiling Mechanical Pipe	10	90	1	02JAN08A	20MAR08	02JAN08A	█	█	█	█						
32400	FRP - Equipment Pads	10	90	1	02JAN08A	28MAR08	02JAN08A	█	█	█	█						
3450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	20	16	03JAN08A	28MAR08	03JAN08A	█	█	█	█						
7450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	20	16	07JAN08A	03APR08	07JAN08A	█	█	█	█						
11400	FRP - Equipment Pads	10	90	1	09JAN08A	29FEB08	09JAN08A	█	█	█	█						
12400	FRP - Equipment Pads	10	90	1	09JAN08A	03MAR08	09JAN08A	█	█	█	█						
12405	Cure Equipment Pad	10	90	1	09JAN08A	04MAR08	09JAN08A	█	█	█	█						
11405	Cure Equipment Pad	5	90	1	16JAN08A	03MAR08	16JAN08A	█	█	█	█						
7465	Pull Feeder Wire	7	20	6	21JAN08A	21MAR08	21JAN08A	█	█	█	█						
7470	Pull Branch Wire	5	40	3	21JAN08A	26MAR08	21JAN08A	█	█	█	█						
21435	Above Ceiling Plumbing	10	90	1	21JAN08A	21MAR08	21JAN08A	█	█	█	█						
21440	Above Ceiling Mechanical Pipe	10	50	5	21JAN08A	27MAR08	21JAN08A	█	█	█	█						
21445	Electrical Feeder Rough-In	10	50	5	21JAN08A	27MAR08	21JAN08A	█	█	█	█						
21450	Electrical Branch RI	15	50	8	21JAN08A	01APR08	21JAN08A	█	█	█	█						
21455	Above Ceiling Fire Sprinkler Mains and Branch RI	20	20	16	23JAN08A	11APR08	23JAN08A	█	█	█	█						
19425	Above Ceiling Duct Mains and Branches RI	20	50	10	24JAN08A	02APR08	24JAN08A	█	█	█	█						
30405	Cure Equipment Pad	10	10	9	28JAN08A	04APR08	28JAN08A	█	█	█	█						
18400	FRP - Equipment Pads	10	90	1	04FEB08A	04MAR08	04FEB08A	█	█	█	█						
18405	Cure Equipment Pad	10	90	1	04FEB08A	05MAR08	04FEB08A	█	█	█	█						
24400	FRP - Equipment Pads	10	90	1	04FEB08A	14MAR08	04FEB08A	█	█	█	█						
24405	Cure Equipment Pad	10	90	1	04FEB08A	17MAR08	04FEB08A	█	█	█	█						

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009						
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
11430	Above Ceiling Plumbing	10	20	8	11FEB08A	02APR08	11FEB08A											
15467	Above Ceiling Fire Sprinkler Mains and Branch RI	20	20	16	11FEB08A	04APR08	11FEB08A											
41400	Scaffold for Non Load Bearing Masonry	5	25	4	11FEB08A	01APR08	11FEB08A											
11415	Penthouse Duct Mains and Branches RI	20	10	18	28FEB08A	27MAR08	28FEB08A											
21430	Above Ceiling Duct Mains and Branches RI	20	10	18	28FEB08A	09APR08	28FEB08A											
30400	FRP - Equipment Pads	10	90	1	28FEB08A	24MAR08	28FEB08A											
11595	Spray Fireproof	5	0	5	03MAR08	07MAR08	28MAR08											
5450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	0	20	04MAR08	31MAR08	21FEB08											
18570	Spray Fireproof	5	0	5	04MAR08	10MAR08	06MAR08											
5460	Install Security RI / Mounting Devices	5	0	5	06MAR08	12MAR08	06MAY08											
9465	Above Ceiling Fire Sprinkler Mains and Branch RI	20	85	3	06MAR08	10MAR08	05JUN08											
2460	Install Security RI / Mounting Devices	5	0	5	07MAR08	13MAR08	09SEP08											
4450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	0	20	07MAR08	03APR08	18FEB08											
9435	Metal Stud Partitions	10	0	10	10MAR08	21MAR08	20MAY08											
9480	Install Security RI / Mounting Devices	5	0	5	10MAR08	14MAR08	22JUL08											
9485	Pull Feeder Wire	7	0	7	10MAR08	18MAR08	18SEP08											
11410	Set Penthouse Mechanical Equipment	10	0	10	10MAR08	21MAR08	04APR08											
12570	Spray Fireproof	5	0	5	10MAR08	14MAR08	25APR08											
3460	Install Security RI / Mounting Devices	5	0	5	11MAR08	17MAR08	28MAY08											
3635	Above Ceiling Duct	10	0	10	11MAR08	24MAR08	02JUL08											
4460	Install Security RI / Mounting Devices	5	0	5	11MAR08	17MAR08	07APR08											
10410	In Wall Mechanical	15	90	2	11MAR08	12MAR08	20MAR08											
10415	Install Door Frames	5	90	1	11MAR08	11MAR08	21MAR08											
10450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	0	20	11MAR08	07APR08	20MAR08											
18410	Set Penthouse Mechanical Equipment	10	0	10	11MAR08	24MAR08	13MAR08											
1465	Install Security RI / Mounting Devices	5	0	5	12MAR08	18MAR08	06MAY08											
10465	Pull Feeder Wire	7	0	7	12MAR08	20MAR08	01OCT08											
6460	Install Security RI / Mounting Devices	5	0	5	13MAR08	19MAR08	25JUN08											
10480	Install Security RI / Mounting Devices	5	0	5	13MAR08	19MAR08	03JUN08											
5480	Pull Fire Alarm Wire	7	0	7	14MAR08	24MAR08	11MAR08											
22670	Above Ceiling Duct	10	0	10	14MAR08	27MAR08	17JUL08											
24570	Spray Fireproof	5	0	5	14MAR08	20MAR08	03APR08											
1480	Pull Fire Alarm Wire	7	0	7	17MAR08	25MAR08	18NOV08											
2475	Pull Fire Alarm Wire	7	0	7	17MAR08	25MAR08	19NOV08											
4480	Pull Fire Alarm Wire	7	0	7	17MAR08	25MAR08	10OCT08											
7460	Install Security RI / Mounting Devices	5	0	5	17MAR08	21MAR08	24JUL08											

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009						
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
11420	Electrical Feeder Rough-In	15	0	15	17MAR08	04APR08	01JUL08	<input checked="" type="checkbox"/>										
11425	Electrical Branch Rough-In	15	0	15	17MAR08	04APR08	18JUL08	<input type="checkbox"/>										
11435	Install Security RI	5	0	5	17MAR08	21MAR08	01AUG08	<input type="checkbox"/>										
12410	Set Penthouse Mechanical Equipment	10	0	10	17MAR08	28MAR08	02MAY08	<input type="checkbox"/>										
15485	Pull Feeder Wire	7	0	7	17MAR08	25MAR08	01OCT08	<input type="checkbox"/>										
15435	Metal Stud Partitions	10	0	10	18MAR08	31MAR08	12JUN08	<input checked="" type="checkbox"/>										
15480	Install Security RI / Mounting Devices	5	0	5	18MAR08	24MAR08	27AUG08	<input type="checkbox"/>										
3480	Pull Fire Alarm Wire	7	0	7	19MAR08	27MAR08	12NOV08	<input type="checkbox"/>										
9490	Pull Branch Wire	5	0	5	19MAR08	25MAR08	29SEP08	<input type="checkbox"/>										
19450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	0	20	20MAR08	16APR08	17APR08	<input checked="" type="checkbox"/>										
8475	Pull Fire Alarm Wire	7	0	7	21MAR08	31MAR08	19NOV08	<input type="checkbox"/>										
10470	Pull Branch Wire	5	0	5	21MAR08	27MAR08	10OCT08	<input type="checkbox"/>										
19465	Pull Feeder Wire	7	0	7	21MAR08	31MAR08	01OCT08	<input type="checkbox"/>										
24410	Set Penthouse Mechanical Equipment	10	0	10	21MAR08	03APR08	10APR08	<input type="checkbox"/>										
9455	In Wall Mechanical Rough In - GYB Wall	5	0	5	24MAR08	28MAR08	04JUN08	<input type="checkbox"/>										
9460	In Wall Electrical RI - GYB Wall	5	0	5	24MAR08	28MAR08	04JUN08	<input type="checkbox"/>										
19460	Install Security RI / Mounting Devices	5	0	5	24MAR08	28MAR08	01JUL08	<input type="checkbox"/>										
30565	Spray Fireproof	5	0	5	24MAR08	28MAR08	11JUN08	<input type="checkbox"/>										
3640	Above Ceiling Plumbing	5	0	5	25MAR08	31MAR08	25AUG08	<input type="checkbox"/>										
5455	Install Panels Electrical	5	0	5	25MAR08	31MAR08	22SEP08	<input type="checkbox"/>										
9500	Pull Fire Alarm Wire	7	0	7	26MAR08	03APR08	22OCT08	<input type="checkbox"/>										
15490	Pull Branch Wire	5	0	5	26MAR08	01APR08	10OCT08	<input type="checkbox"/>										
7480	Pull Fire Alarm Wire	7	0	7	27MAR08	04APR08	19NOV08	<input type="checkbox"/>										
1485	Frame Drywall Ceiling	20	0	20	28MAR08	24APR08	11MAR08	<input checked="" type="checkbox"/>										
3455	Install Panels Electrical	5	0	5	28MAR08	03APR08	03OCT08	<input type="checkbox"/>										
10480	Pull Fire Alarm Wire	7	0	7	28MAR08	07APR08	22OCT08	<input type="checkbox"/>										
11445	Set VAV(s)	15	0	15	28MAR08	17APR08	09APR08	<input type="checkbox"/>										
12415	Penthouse Duct Mains and Branches RI	20	0	20	28MAR08	24APR08	28FEB08	<input checked="" type="checkbox"/>										
21470	Pull Feeder Wire	7	0	7	28MAR08	07APR08	08NOV08	<input type="checkbox"/>										
22875	Above Ceiling Plumbing	5	0	5	28MAR08	03APR08	31JUL08	<input type="checkbox"/>										
32405	Spray Fireproof	5	0	5	28MAR08	03APR08	06JUN08	<input type="checkbox"/>										
32410	Cure Equipment Pad	10	0	10	31MAR08	11APR08	30MAY08	<input type="checkbox"/>										
33400	FRP - Equipment Pads	10	0	10	31MAR08	11APR08	13JUN08	<input type="checkbox"/>										
3645	Above Ceiling Electrical Rough In	10	0	10	01APR08	14APR08	02SEP08	<input type="checkbox"/>										
5475	Terminate Panels & Transformers	5	0	5	01APR08	07APR08	29SEP08	<input type="checkbox"/>										
5490	Install Ceiling Grid	10	0	10	01APR08	14APR08	28APR08	<input type="checkbox"/>										

Schedule (activities scheduled for the month of March 2008 cont'd)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	2008				2009					
								Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
15450	In Wall Mechanical Rough In - GYB Wall	5	0	5	01APR08	07APR08	26JUN08										
15460	In Wall Electrical RI - GYB Wall	5	0	5	01APR08	07APR08	26JUN08										
19470	Pull Branch Wire	5	0	5	01APR08	07APR08	10OCT08										

EXHIBIT P

SAINT ELIZABETHS HOSPITAL CONSTRUCTION STATUS REPORT – APRIL 2008

St. Elizabeth's Hospital Project Monthly Summary Report



Month/Year: April 2008 Date: 5 May 2008

Construction Manager Summary

- Mason(s) near completion, finishing work and rolling completion list work. As building is dried in, interior work continues, including block filler and prep for wall coating. Wiring for electrical and communications started. Window installation at pods on-going.

Work Summary

SEH

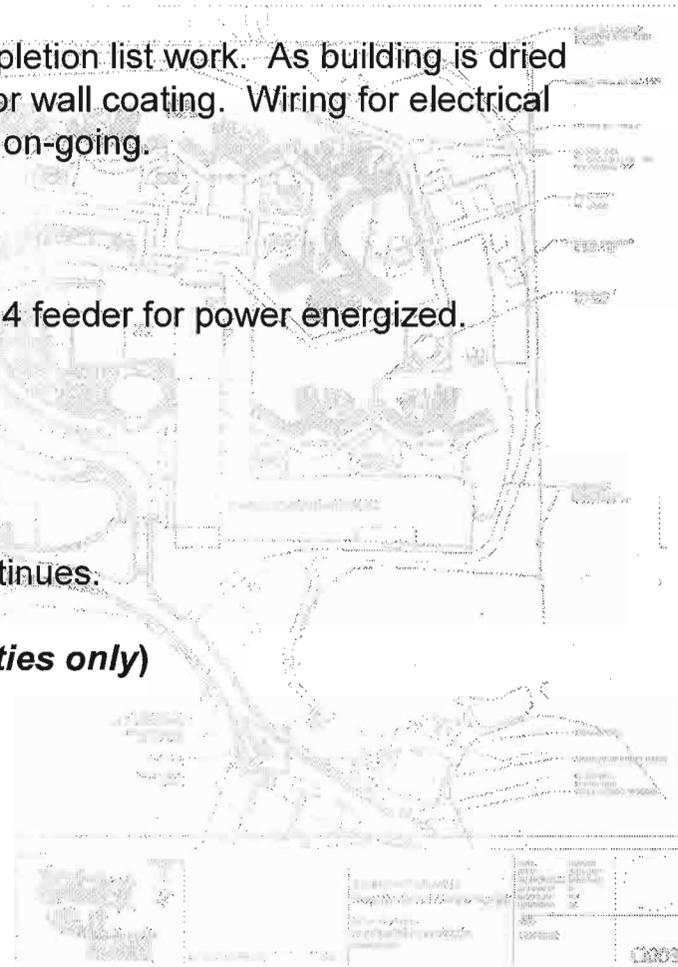
- Improve housekeeping as building remains dry.
- Significant work at electrical rooms continues, 2 or 4 feeder for power energized.
- Brick veneer installation nearly complete, 95%.
- Overall completion, 65%.

RMB (*infrastructure and utilities only*)

- Revised schedule submitted for review.
- Demo and abatement at RMB continues.
- Coordinating utilities for RMB, CT-7, and CT-8 continues.
- Work Plans being developed for follow-on work.

Project Challenges SEH & RMB (*infrastructure and utilities only*)

- Complete design information
- Time Impact Analysis/Extension of complete date
- Telecom Service, now by OCTO
- WASA
- PEPCO



Project Progress Photos



Gilbane



**Top Left: View from JHP of
Aud. and Green Roof
Above: View from Roof of
Forensic Wing
Bottom: Forensic Pods**

Project Controls and Budget Summary



St. Elizabeth's New Hospital

Original Contract Value:	\$139,915,510
Approved Changes:	50
Current Contract Amount:	\$148,393,356
Pending Changes (OME):	\$ 12,680,905
Pending contract Value:	\$161,074,261

RMB, CT-7, CT-8

Original Contract Value:	\$13,247,000
Approved Changes:	0
Current Contract Value:	\$13,247,000
Pending Changes (OME):	\$
Pending Contract Value:	\$13,247,000

Submittal Update (TBI Submittals)

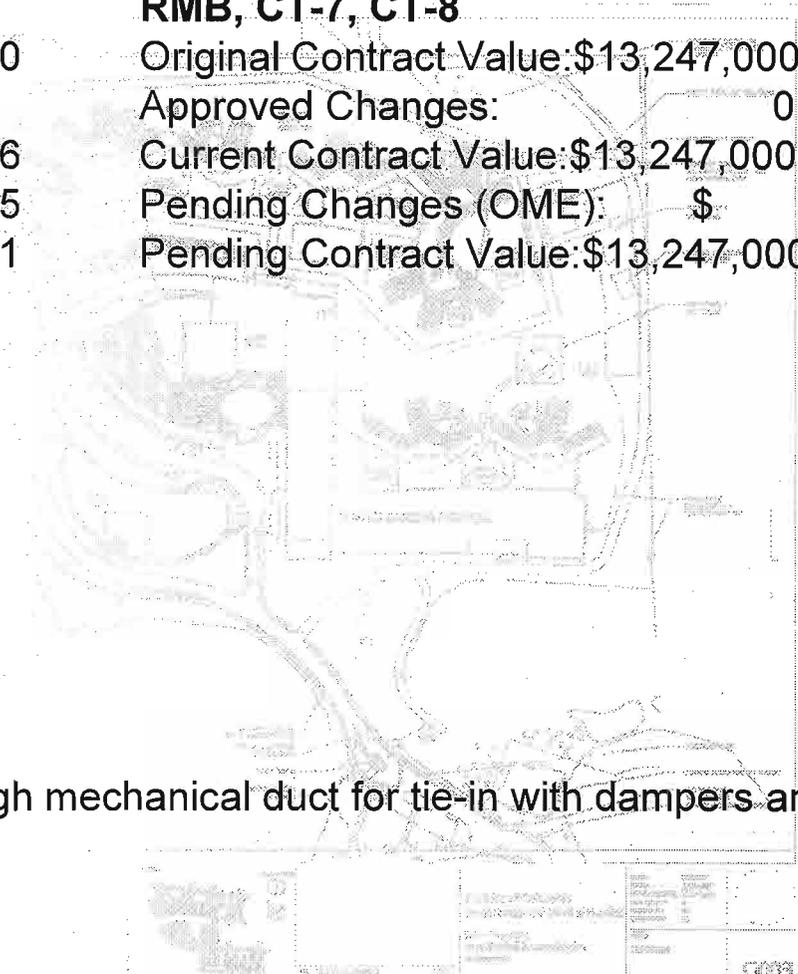
- Submittals Issued to Date: 639
- Submittals in Review: 25

RFI Update (TBI RFI's)

- RFI's Issued to Date: 924
- RFI's In Review: 28

Schedule Summary

- Critical path continues running through mechanical duct for tie-in with dampers and wall covering.



Project Controls Review



RFI Turnaround

ST. ELIZABETH'S HOSPITAL

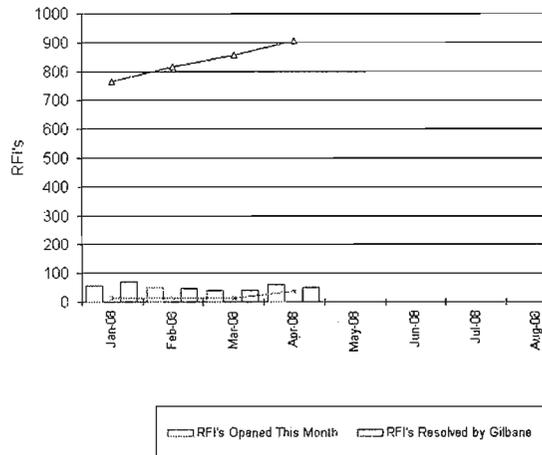
Project 3207



Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08 Sep-08 Oct-08 Nov-08 Dec-08 Jan-09 Feb-09 Mar-09 Apr-09 May-09

RFIs Opened This Month	56	49	40	61
RFIs Resolved by A/E	70	46	41	51
Cumulative Total RFIs	765	814	855	906
Total Open	12	15	14	37

Chart 1. RFI Turnaround



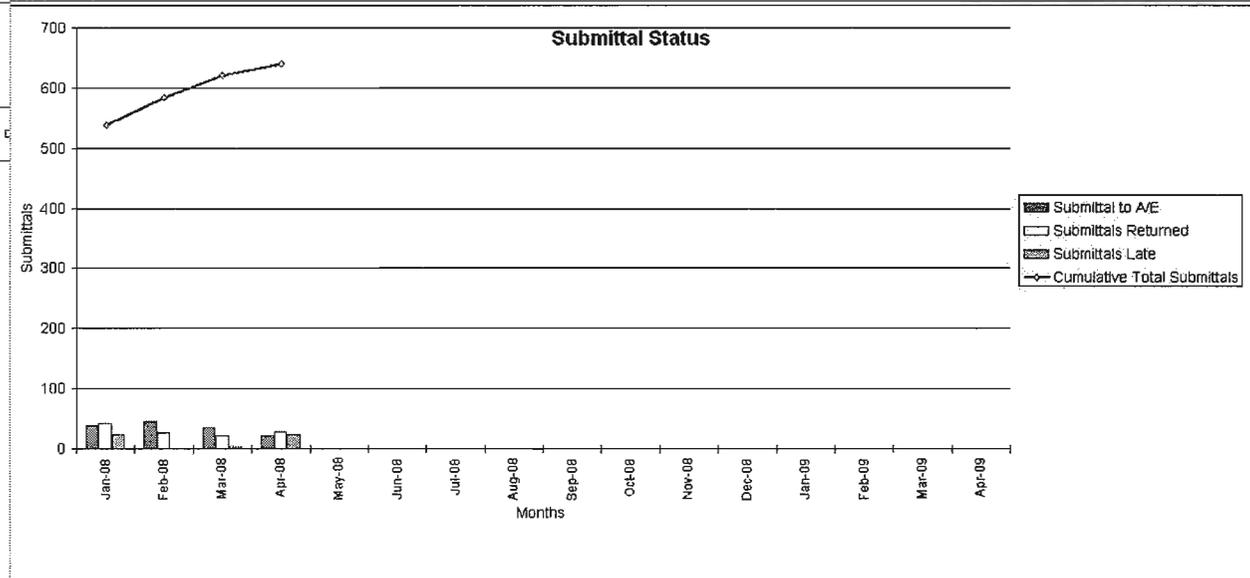
Submittals Status

ST. ELIZABETH'S NEW HOSPITAL

Project 3207

Submittal Turnaround

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09
Submittal to A/E	38	46	36	21												
Submittals Returned	43	26	21	29												
Submittals Late	22	0	3	22												
Cumulative Total Submittals	638	584	620	641												



Schedule (activities scheduled for the month of April 2008)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008												2009																												
										M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J																								
SITWORK																																																		
380	FRP Flgs Guard House	10	0	10	30APR08*	13MAY08	10SEP08	23SEP08	92																																									
3870	Excavation for Fuel Oil Tanks	20	0	20	30APR08	28MAY08	28JUL08	22AUG08	61																																									
Subtotal		20	0	20	30APR08	28MAY08	28JUL08	23SEP08	82																																									
SKIN																																																		
15200	Ext Veneer Masonry Walls	15	75	4	12NOV07A	06MAY08	12NOV07A	12JUN08	27																																									
24205	Standing Seam Metal Roof	12	75	3	29JAN08A	02MAY08	29JAN08A	21MAR08	-30																																									
42210	Ext Veneer Masonry	10	90	1	14FEB08A	30APR08	14FEB08A	01JUL08	43																																									
4220	Install Windows	10	80	2	17MAR08A	01MAY08	17MAR08A	02JUL08	43																																									
17200	Install Bituminous Roofing	10	90	1	27MAR08A	30APR08	27MAR08A	12MAY08	8																																									
30210	Standing Seam Metal Roof	12	25	9	15APR08A	12MAY08	15APR08A	19JUN08	27																																									
14220	Install Windows	10	0	10	30APR08	13MAY08	28MAY08	10JUN08	19																																									
16220	Install Windows	10	0	10	30APR08	13MAY08	17SEP08	30SEP08	97																																									
17240	Install Windows	10	0	10	30APR08	13MAY08	01OCT08	14OCT08	107																																									
23220	Install Strip Window Framing	5	0	5	30APR08	06MAY08	24JUL08	30JUL08	59																																									
26210	Install Windows	5	0	5	30APR08	06MAY08	28OCT08	03NOV08	126																																									
27210	Install Windows	10	0	10	30APR08	13MAY08	21AUG08	04SEP08	79																																									
43115	Bituminous Roof	5	0	5	30APR08	06MAY08	11AUG08	15AUG08	71																																									
Subtotal		130	40	10	12NOV07A	13MAY08	12NOV07A	03NOV08	121																																									
INTERIOR																																																		
1405	Non Load Bearing Masonry Walls	15	95	1	30JUL07A	30APR08	30JUL07A	12MAR08	-35																																									
4405	Non Load Bearing Masonry Walls	15	95	1	19SEP07A	30APR08	19SEP07A	14MAR08	-33																																									
4410	In Wall Mechanical	15	93	1	19SEP07A	30APR08	19SEP07A	25MAR08	-26																																									
4420	In Wall Electrical RI	15	90	2	19SEP07A	01MAY08	19SEP07A	24MAR08	-28																																									
1460	Pull Feeder Wire	7	75	2	27SEP07A	01MAY08	27SEP07A	27OCT08	124																																									
4440	Electrical Feeder Rough-In	10	90	1	04OCT07A	30APR08	04OCT07A	21MAR08	-28																																									
4445	Electrical Branch RI	15	90	2	04OCT07A	01MAY08	04OCT07A	24MAR08	-28																																									
4430	Above Ceiling Plumbing	10	90	1	11OCT07A	30APR08	11OCT07A	21MAR08	-28																																									
Start Date	01SEP08			SB20			Tompkins Builders Inc.		Sheet 1 of 2																																									
Finish Date	15NOV08						St. Elizabeth - Update 4/30/08																																											
Cost Date	30APR08																																																	
Run Date	05MAY08 15:17																																																	
										Date	Revision					Checked		Approved																																

