

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 (TJH)
Next Scheduled Event: Status Hearing
October 23, 2008

DEFENDANT DISTRICT OF COLUMBIA'S SEPTEMBER 2008 STATUS REPORT

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

I. INTRODUCTION

This status report addresses: (1) the status of the District of Columbia's compliance with the *Dixon* exit criteria; (2) quarterly updates on select programs and activities identified by the Court's Order dated January 19, 2007; and (3) updates on other DMH programs discussed in the Court Monitor's July 2008 report.

II. EXIT CRITERIA

The District of Columbia Department of Mental Health ("DMH") continues to move closer to the performance targets established by the Consent Order of December 12, 2003 for the nineteen (19) exit criteria. An updated version of the table showing performance data that was included in the Court Monitor's July 31, 2008 report is attached. *See* Exhibit A, *Dixon* Exit Criteria Performance Levels for Reporting Period April 1, 2007 – March 31, 2008.¹

¹ Due to the 90-day window for providers to submit claims, only data up to second quarter FY 08 is finalized.

A. *Exit Criteria on Inactive Monitoring Status*

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. In addition, in his July 2008 report, the Court Monitor found that DMH satisfied the performance targets for Exit Criterion #18, and recommended that the Exit Criteria be considered inactive for the purposes of monitoring.

B. *DMH Pending Requests for Inactive Monitoring Status*

(1) Exit Criterion #16: Demonstrated Provision of Services to Children/Youth who are Homeless. On August 8, 2008, DMH requested that the Court Monitor find DMH met and exceeded the performance levels required for Exit Criterion #16, and that it move to inactive monitoring status. *See* Exhibit B, Letter Regarding Exit Criterion #16, dated August 8, 2008. On April 24, 2008, DMH submitted a draft comprehensive strategy for serving the homeless to the Court Monitor for review and approval. At the request of the Court Monitor, DMH submitted the draft strategy to the District's Interagency Council on Homelessness ("ICH"). The ICH's Strategic Planning Committee will review DMH's strategy during its meeting on September 9, 2008. *See* Exhibit C, Letter Regarding Exit Criteria #13 and 16, dated May 14, 2008. As of July 31, 2008, DMH has engaged one hundred and one (101) homeless children and youth. Therefore, DMH has exceeded the performance target for Exhibit Criterion # 16 during FY 2008.

(2) Exit Criterion #10: Demonstrated Provision of Supported Employment for Adults with Serious Mental Illness Who Have Been Assessed as Needing Supported Employment and Have Been Referred to Receive this Service. On April 15, 2008, DMH requested that the Court Monitor find that DMH met and exceeded the performance levels required for Exit Criteria #10.

See Exhibit D, Letter Regarding Exit Criterion #10, dated April 15, 2008. On August 4, 2008, DMH received a written response from the Court Monitor denying DMH's request and requesting that DMH take additional steps to ensure that providers are complying with the referral requirements of its Supported Employment Policy. DMH has implemented two (2) methods, described below, for verifying adherence to the DMH policy regarding referrals. These two methods were submitted to the Court Monitor for review and further discussion on August 25, 2008:

(a) Fidelity Assessment of Rehabilitation/Day Services Programs. In June 2008, the Care Coordination division conducted a fidelity assessment of the rehabilitation/day services programs operating in the District. The fidelity assessment audit tool included a query regarding work and referrals to supported employment. Results from the fidelity assessment will be provided to the Supported Employment Coordinator for use in conducting targeted training and social marketing activities.

(b) MHRS Provider Claims Audits. In July 2008, the Office of Accountability began conducting audits of FY 08 claims, using a claims audit tool that queries whether vocational status has been captured within the consumer's treatment plan. The claims audits are conducted on a quarterly basis. All claims audits are conducted based on the RAT-STATS valid statistical sampling methodology. RAT-STATS is a package of statistical software tools used to determine sample size and evaluate results, and is utilized by the U.S. Department of Health and Human Services. DMH uses RAT-STATS² to ensure that a statistically valid sample of claims is reviewed. In 2007, DMH audited two thousand three hundred and eleven (2,311) claims for services delivered and paid for. One thousand forty seven (1,047) of the claims audited were for

² RAT-STATS is owned by the United States Department of Health and Human Services, Office of the Inspector General, Office of Audit Services and is free to the public.

adults. The total number of adult consumers corresponding to the audited claims was one thousand eight (1,008).

The results of the vocational queries will be compiled and provided to the Supported Employment Coordinator. The Supported Employment Coordinator will use this information to conduct targeted training and social marketing activities to mental health providers and consumers.

C. Additional Progress on Exit Criteria

DMH has made progress on Exit Criteria #1, #2, #3, #5-8, #11, #13 and #17. Specific details on the progress on these exit criteria have been submitted to the Court Monitor or are expected to be submitted during the month of September.

(1) Exit Criterion #1: Demonstrated Implementation and Use of Functional Consumer Satisfaction. As reported by the Court Monitor in his July 31, 2008 report, DMH has multiple consumer satisfaction methods in place that meet the requirements of Exit Criterion #1, including: (a) the Mental Health Statistics Improvement Program (“MHSIP”) survey for adults and children; (b) the Ohio Mental Health Scales; and (c) convenience sampling and focus groups conducted by the Consumer Action Network (“CAN”). The 2008 MHSIP is currently being administered by the Family Alliance for Community Support, Inc. (“FACS”). FACS expects to complete the telephone surveys by September 30, 2008.

Representatives from the DMH Office of Accountability and Office of Consumer and Family Affairs are now meeting regularly with CAN to restructure the data and analysis of the consumer satisfaction reports in a way that will better enable the DMH Quality Council and Quality Committee to review and make recommendations and plans for quality improvement. In addition, DMH and CAN will develop regular written reports that capture issues and

recommendations from the consumer focus groups led by CAN. The reports will be provided to the Quality Council and Quality Committee for consideration.

(2) Exit Criterion #2: Demonstrated Use of Consumer Functioning Review Method(s) as Part of the DMH Quality Improvement System for Community Services. As discussed in the Court Monitor's July 2008 report, DMH has begun the work to migrate the LOCUS/CALOCUS application from Citrix back to a web-based application. An IT workplan is being developed, which includes a pilot program with selected DMH providers and training for DMH staff and providers. The migration is expected to be complete during the first quarter of FY 09.

In FY 2009, the Office of Accountability Quality Review Audits will check clinical records to verify that a LOCUS/CALOCUS assessment was completed every ninety (90) days as required by DMH policy. The claims audits conducted by the Office of Accountability will also determine if a pattern of noncompliance with the policy is documented with a particular provider, and whether a Corrective Action Plan is warranted. The Quality Improvement Committee and the Quality Council will use the data from the Quality Review and claims audits in the aggregate to develop Quality Improvement Initiatives. *See* Exhibit E, the Office of Accountability Work Plan and Exhibit F, Quality Review Audit Instrument.

(3) Exit Criterion #3: Demonstrated Planning for and Delivery of Effective and Sufficient Consumer Services (Adult). As discussed in the Court Monitor's July 31, 2008 report, Adult Community Service Reviews were completed in June 2008. The final system performance score of 74% is very close to the 80% performance requirement for Exit Criterion #3 and represents significant progress for several reasons. First, DMH agreed to increase the sample size from fifty four (54) cases to eighty eight (88) cases to ensure that the results of the review were statistically valid. Second, the Court Monitor instituted a case judging system to ensure

consistent and reliable scores across cases and multiple reviewers. Third, the number of external reviewers was increased, so that only one-third of the cases were reviewed by DMH reviewers. Overall, the fact that the system performance scores for the adult review remained substantially the same, indicates that the practice model for adults is being applied consistently throughout the system. During FY 09, DMH will be establishing a unit to conduct Community Service Reviews throughout the year, to facilitate practice improvements for both the child and adult system of care.

(4) Exit Criterion #5: Demonstrated Provision of Services to Children and Adolescents (Ages 0 – 17); Exit Criterion #6: Demonstrated Provision of Services to Children with Serious Emotional Disturbances; Exit Criterion #7: Demonstrated Provision of Services to Adults (Age 18 and over); Exit Criterion #8: Demonstrated Provision of Services to Adults (Age 18 and over) with a Serious Mental Illness. 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.

As reported in the District’s June status report, DMH staff participated in the 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.

In addition to fully participating in the MCO readiness reviews with MAA and federal officials, DMH now participates in a workgroup that is developing data reporting requirements, including reporting templates for the MCOs to use in submitting data. DMH, MAA and GWU staff have been meeting regularly since late June 2008, to finalize the custom reports required by the MOU. Through discussions with the workgroup, DMH and MAA have determined that HEDIS³ encounter data will supply the data needed to calculate penetration rates and other Dixon exit criteria involving mental health services provided by the MCOs. Further discussions are planned for September and October regarding the technical specifications for accessing the HEDIS encounter data. As a result of this work, DMH will not only get all data on a monthly or quarterly basis that are produced and sent to MAA by MCOs, but will receive special reports on a monthly or quarterly basis, such as psychiatric residential treatment center admissions and discharges, hospital and emergency room admissions and discharges for mental health treatment, MCO referrals to DMH and mental health expenditure reports for chemical dependency and substance abuse.

Finally, DMH and MAA are in the final stages of review of the Memorandum of Understanding regarding each agency's direct and shared responsibility for oversight of mental health services provided by the MCOs. DMH and MAA expect to finalize the MOU before the beginning of FY 2009.

³ The Health Care Effectiveness and Information Data Set or HEDIS is a performance measurement tool, developed by the National Committee for Quality Assurance ("NCQA"), a private non-profit organization dedicated to improving healthcare quality. The District requires that all Medicaid MCOs maintain NCQA certification and submit HEDIS data to the District (and to NCQA). NCQA publishes an annual report on the various HEDIS measures. HEDIS data is collected and validated by a third-party vendor, certified by NCQA in NCQA survey protocols.

(5) Exit Criterion #11: Demonstrated Provision of Assertive Community Treatment for Adults with Serious Mental Illness who Have Been Assessed and Referred to this Service.

DMH continues to work toward meeting the performance target for Exit Criterion #11, Assertive Community Treatment (“ACT”). The ACT program engaged Dr. Anthony Mancini from the New York State ACT Institute to conduct an ACT Fidelity Audit of all the District’s ACT programs. As of August 14, 2008 all teams have been audited and individual reports are being developed by Dr. Mancini with recommendations for improvement to be provided by early September. The reports will be made available to the Court Monitor upon completion. The results of the fidelity assessment will be used to develop action plans for improving ACT services.

At the same time, DMH has taken several affirmative steps to improve ACT services. The monthly ACT Advisory Committee continues to meet and assess the current referral process and address barriers to obtaining ACT services. Among other things, DMH has refined measures to track new admissions, transfers and discharges, which will allow the ACT Coordinator to monitor timely engagement of newly-referred consumers. In addition, DMH has developed a mandatory ACT Core Training Series in September for all ACT clinicians, to implement continued development of the ACT program. Finally, DMH is proposing increased rates for certain services including ACT. DMH believes that the increased rate for ACT services will lead to an increase in the capacity to provide ACT services, either through the expansion of existing ACT programs or the development of new ACT providers.

(6) Exit Criterion #13: Demonstrated Provision of Services to Adults who are Chronically Homeless and Seriously Mentally Ill. As mentioned in section IIB above, DMH submitted its Comprehensive Homeless Services Strategy to the Court Monitor, which is a pre-

requisite for achieving compliance with Exit Criterion #13. *See* Exhibit C, Letter Regarding Exit Criteria #13 and 16, dated May 14, 2008. In July 2008, the Court Monitor's data validation consultant validated a supplemental data collection and reporting metric for Exit Criterion #13, which will include reporting on mental health consumers who participate in the Shelter Care Plus program, a federal program which provides housing for chronically homeless and seriously mentally ill individuals. DMH plans to submit evidence of compliance with Exit Criterion #13 to the Court Monitor in September 2008.

(7) Exit Criterion #17: Demonstrated Continuity of Care Upon Discharge from Inpatient Facilities. Exit Criterion #17 requires that 80% of known discharges from an inpatient psychiatric hospitalization will receive a non-emergency community-based service within seven (7) days. However, according to the national benchmarks, as reported by the National Committee for Quality Assurance, New York is the highest performing state with a rate of 54.4%.

On May 15, 2008, DMH requested that the Court Monitor modify the performance level required for Exit Criterion #17 to take into the consideration the national data that is now available. *See* Exhibit G, Letter Regarding Exit Criterion #17 dated May 15, 2008. To date, the Court Monitor has not agreed to recommend a modification of the Exit Criterion, requiring that DMH adhere to a benchmark of 80% even though it far exceeds the national standard. DMH will continue discussions with the Court Monitor about this request over the next few months.

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. 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 third quarterly implementation meeting is scheduled for September 17, 2008.

Implementation activities to date include the following:

(1) On June 23, 2008, the Psychiatric Institute of Washington ("PIW") began operating the Court Urgent Care Clinic ("CUCC"), located within the D.C. Superior Court at 500 Indiana Avenue, NW, Washington, D.C. 20001. The CUCC has received fifty one (51) referrals to date. The CUCC collects data regarding the source of referrals, case characteristics, services provided, client history and issues a monthly report. *See* Exhibit H, Monthly CUCC Report for July 2008.

(2) DMH hired Luis Vasquez as the Director of Mobile Crisis Services. Mr. Vasquez began work on June 2, 2008. DMH also hired a Performance Improvement Advisor for the Mobil Crisis Services. Of the eighteen (18) other individuals that will be hired to implement this initiative, fifteen (15) of the positions have been posted on the DMH website and recruiting and interviewing have begun. DMH is on track to have at least one mobile team operational by October 1, 2008.

(3) The Final officer-agent certification rules were published on July 11, 2008.

B. Quality of Care Issues at Saint Elizabeths Hospital

(1) Staff Hiring.

Saint Elizabeths Hospital ("Hospital") has filled a total of one hundred seventy (170) positions as of August 18, 2008. Over seventy eight percent (78%) of the filled positions were

clinical. The Hospital currently has one thousand and one (1001) positions. One hundred four (104) of those positions are vacant, representing a ten point three percent (10.3%) vacancy rate. Sixty five (65) of the one hundred four (104) vacant positions are clinical.

Seventy seven percent (77%) of the one hundred four (104) 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

Saint Elizabeths Hospital ("Hospital") is fully engaged in the implementation of the DOJ Settlement Agreement. The Agreement requires the District to submit reports to the DOJ on a regular basis regarding the current status and projected completion date of each provision of the Agreement. These reports are prepared by Saint Elizabeths Hospital's internal compliance office pursuant to the Agreement. The most recent Saint Elizabeths Hospital Assessment as of July 31, 2008 is available at www.dmh.dc.gov. Because the Assessment is over two hundred (200) pages, it is not attached as an exhibit to this Status Report.

(3) Hospital Information System

DMH successfully implemented Phase I of the transition to the new electronic record management system at Saint Elizabeths Hospital (AVATAR) on July 22, 2008. Phase I of implementation includes data on admission, discharge, billing, pharmaceuticals, and laboratory services. Implementation activities included training three hundred sixty-nine (369) hospital employees and installing more than one hundred forty four (144) computers and twenty two (22) printers. DMH is conducting post-implementation clean-up activities. Phase II of the

implementation will integrate clinical assessments, treatment planning, and case notices into the AVATAR system.

C. 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 August 18, 2008 three hundred fifty two (352) consumers have been discharged from Saint Elizabeths Hospital. However, there are still a number of long-term patients that have not been discharged or individuals who once discharged have been readmitted. To best address their needs, the Department has developed an Integrated Care project that focuses on services that are individually tailored to the consumer. A Request for Proposal (“RFP”) was issued in early August. Responses are due on September 8, 2008. A copy of this RFP is attached as Exhibit I. We expect the Integrated Care initiative will be able to serve at a minimum thirty (30) long-term Saint Elizabeths patients who are ready to be discharged into the community.

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

DMH finalized the contract with Providence Hospital to provide acute care services on July 9, 2008. As reported in the March 2008 Status Report, DMH is currently developing an RFP to expand acute care capacity. In addition, DMH is pursuing amendments to the Ervin Act to eliminate the statutory requirements that have deterred community hospitals from accepting acute involuntary patients. DMH has held two productive and informative meetings with community partners, including staff from the Washington Hospital Center, CAN, University Legal Services, CSA providers, and the Public Defender’s Service, among others, to discuss the proposed amendments and invite comments.

E. Payment to Providers

(1) Payments to Providers for FY 2007 MHRS

As of August 11, 2008, DMH received unduplicated MHRS claims from community providers 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 May 20, 2008. A copy of the provider position report for FY 2007 payments, dated August 14, 2008, is attached and marked as Exhibit J.

(2) Payments to Providers for FY 2008 MHRS

As of July 25, 2008, DMH received unduplicated MHRS claims in the amount of \$31,422,200.00 for FY 2008 services. DMH has approved \$26,763,998.00 in claims for payment as of July 25, 2008. DMH paid \$8,196,904 of these claims directly and sent \$18,567,094.00 in claims to MAA. MAA approved and processed payments in the amount of \$14,165,683.00. A copy of the Claims Status report for FY 2008 payments, dated August 19, 2008, is attached and marked as Exhibit K.

As previously reported, DMH completed the transition of claims payment to MAA and continues to work collaboratively with MAA, the fiscal intermediary (“ACS”), and providers by meeting regularly and working through policy issues as needed. An important initiative that is currently underway is finalizing an agreement with MAA regarding the reimbursement for telephone-only services, primarily Community Support, for Medicaid eligible individuals with services provided in FY 2008. Under the finalized agreement, telephone only service claims for ACT and Community-Based Intervention (“CBI”) were forwarded by DMH to ACS for adjudication processing on July 31, 2008, with payment scheduled to be made by MAA to providers by the end of August 2008. DMH processed the Community Support telephone-only service claims between July 31, 2008 and August 8, 2008 with payments scheduled to be made to providers beginning August 19, 2008.

DMH also established a monthly meeting with selected key provider technical staff to identify and resolve claims system issues. Weekly meetings between DMH, MAA and ACS are being conducted to ensure that both agencies are in synch with systems resolutions.

In a collaborative effort to educate providers regarding the issues presented by the transition to National Provider Identifier (“NPI”), DMH and MAA conducted a provider training session on August 20, 2008, facilitated by ACS, the fiscal intermediary for MAA. Providers were presented with very valuable information designed to deter NPI-related problems, or resolve current issues with billing with the NPI numbers.

Finally, in July, 2008, DMH hired an external contractor who specializes in claims development to complete a rate comparison of other comparable jurisdictions for mental health services. Based on the rate comparison, DMH developed a financial forecast of services that indicate areas of need, or services with inadequate compensation to support the cost. Those services include ACT, Community Based Intervention, Counseling and Medication Management. The rate comparison and forecast were presented to providers on August 27, 2008 for comment and feedback. DMH is working with MAA to implement the new rates by November 1, 2008.

(3) Development of Performance Metrics

As previously reported in the June 2008 status report, DMH selected Computer Intelligence Associates to implement operational metrics. DMH put the metrics online for a group of DMH employees to pilot. The review process has been extended to ensure that the metrics and the data reporting are satisfactory. DMH is also piloting a “push strategy” for non-regular users of the metrics. This strategy sends a summary of information generated through the

metric dashboard to the user via email. In addition, DMH is piloting the use of automatic notifications when thresholds that are tracked by the dashboard users are met.

Finally, in addition to developing metrics for *Dixon* and DCCSA measures, DMH is planning a pilot dashboard for Saint Elizabeths Hospital. The goal of the Hospital dashboard is to enable real time reporting of Hospital operations and patient care.

F. Alternative Governance Options for DCCSA

As discussed in the June 2008 Status Report, DMH retained KPMG LLP to assist in conducting an analysis of options for the governance of the DCCSA. As part of the analysis, KPMG held focus groups with stakeholders facilitated by KPMG, compared potential alternatives and reviewed current DCCSA programs, staffing, assets, costs, revenue, improvement initiatives, and benefits and barriers to maintaining the current DCCSA structure, examined the capacity of the private sector to assure access to care, and benchmarked various alternatives.

DMH and KPMG met on August 28, 2008 to review the preliminary findings of KPMG's analysis with the Dixon Court Monitor. DMH will provide the Court with an update at the October 2008 status hearing.

IV. UPDATES TO THE COURT MONITOR'S REPORT

Although not required by the Court's September 14, 2007 Order, DMH provides the following reports to update information discussed in the Court Monitor's July 2008 Report:

A. Psychiatric Residential Treatment Facility Oversight

In May of 2008, DMH convened a meeting of senior staff from the Executive Office of the Mayor and other District child-serving agencies. A workgroup led by DMH staff was established to further develop the family-driven collaborative process intended to inform the development of a high quality continuum of care for District youth and families which significantly reduces or (where possible and appropriate) eliminates institutional placements while ensuring the safety of those currently placed in out-of-home facilities. On June 18, 2008, the workgroup presented its recommendations to the full group and received feedback, and continues to meet at least twice monthly.

The workgroup has been developing a system that accounts for all District placements in Residential Treatment Centers (“RTC”). To ensure that the District is aware of all placements, the City Administrator’s Office in June 2008 made several changes to the way data is reported, beginning with the transition to Name-Based Reporting of all District RTC placements for RTC reporting entities. In July, a second revision for Data Reporting was made following the review of June’s summary data. Through the Office of the City Administrator, a summary of some of the monthly RTC data reported has provided a plethora of information about current placements and activities to bring children and youth in RTCs back to the community. Finally, the workgroup continues its diligence towards the successful implementation of the Interagency Collaboration and Services Integration Commission Subcommittee on Residential Placement that was discussed in the Court Monitor’s July 2008 report.

B. Construction of New Saint Elizabeths Hospital Building

Consistent with prior District status reports, copies of the May 2008, June 2008 and July 2008 construction status reports prepared by Gilbane, the construction manager, are attached and marked as Exhibit L, M and N respectively. In addition, monthly construction full color pictorial

updates are available at the Department's website, www.dmh.dc.gov. As of August 2, 2008 (the date of the July status report) construction is approximately seventy-six percent (76%) complete.

C. Mobile Crisis Services for Children

On July 28, 2008, DMH signed a contract with Anchor Mental Health ("Anchor") to provide Mobile Response Crisis services for children and youth in emergency situations to provide immediate care. Crisis services provided by Anchor will operate twenty - four hours per day, seven days per week and include evaluation and assessment, crisis intervention and stabilization, and follow-up planning. Crisis services will focus on linking children and their families or caregivers to services in the community, involvement of the family in treatment, and avoiding unnecessary hospitalization.

D. Independent Procurement Assessment and Improvements

DMH has begun the implementation of a redesign of the Contracting and Procurement area. Based on recommendation of an assessment by an external consultant completed in February of 2008, DMH will add a total of five (5) new staff positions within the next year. There are currently two (2) positions posted to be filled immediately: Manager for Contracting and Procurement and Senior Contracting Specialist. Three (3) additional positions will be recruited for when vacancies become available elsewhere in DMH. The assignment of these positions occurred through the DMH vacancy pool assignment project which evaluated and re-assigned positions based on organizational need from the pool of vacancies in May and June of 2008. In addition to these positions, the Contracting and Procurement area is currently being supported by four (4) contracted Contract and Procurement Specialists. These contractors will remain with DMH until the positions allocated from the vacancy pool can be filled.

As a part of the Contracting and Procurement Department staff annual evaluation goals, the Contracting and Procurement staff will work with the Information Technology Department to develop a customer service interface through the use of SharePoint ©. SharePoint © is a Microsoft tool currently owned by DMH. The output of this initiative is an intranet based real time repository that will track all steps of the contracting and procurement processes, hold documentation, and allow for automated notification of events, which will be accessible to all DMH staff. This project began on August 13, 2008. The initial phase of the project will be implemented by December 1, 2008.

Respectfully submitted,

EUGENE ADAMS
Principal Deputy Attorney General
for the District of Columbia

GEORGE VALENTINE
Deputy Attorney General
Civil Litigation Division

ELLEN EFROS
Assistant Deputy Attorney General
Chief, Equity I Section

/s/ _____
DANIEL A. REZNECK
Senior Assistant Attorney General
D.C. Bar No. 31625
441 4th Street, NW, Suite 600
Washington, D.C. 20002
(202) 724-5691
(202) 727-3625 (facsimile)
Email: daniel.rezneck@dc.gov

EXHIBIT A

**DMH EXIT CRITERIA
PERFORMANCE LEVELS FOR REPORTING PERIOD**

April 1, 2007 – March 31, 2008

No.	Exit Criteria	Monitoring Status	Court Required Performance Level	Current Performance Level for 4/01/08 – 03-31-08
1.	Consumer Satisfaction Method(s)	Active	Methods + Demonstrated Utilization of Results	Methods Completed CAN survey & MHSIP results were provided to Quality Council in 2006, recommendations issued. Evidence of QI cycle pending
2.	Consumer Functioning Method(s)	Active	Methods + Demonstrated Utilization of Results	Methods Completed Data analysis pending
3.	Consumer Reviews (Adult)	Active	80% for Systems Performance	FY 08: 74%¹
4.	Consumer Reviews (Child)	Active	80% for Systems Performance	FY 08: 36%²
5.	Penetration (C/Y 0-17 Years) ³	Active	5%	FY 07 Q3: 1.86% ⁴ FY 07 Q4: 1.79% FY 08 Q1: 1.80% FY 08 Q2: 1.86% Total: 2.78%
6.	Penetration (C/Y with SED)	Active	3%	FY 07 Q3: 1.11% ⁵ FY 07 Q4: 1.07% FY 08 Q1: 1.11% FY 08 Q2: 1.15% Total: 1.74%
7.	Penetration (Adults 18 + Years)	Active	3%	FY 07 Q3: 1.64% ⁶ FY 07 Q4: 1.66% FY 08 Q1: 1.65% FY 08 Q2: 1.72% Total: 2.41%

¹ Results from adult community service reviews conducted in June 2008 as reported in the Dixon Court Monitor's July 2008 Report. DMH has not yet received a copy of the Human Systems Outcomes, Inc. report.

² Results from child/youth community service reviews conducted in March 2008 and reported by Human Systems Outcomes, Inc. in May 2008.

³ The penetration rates reported for Exit Criteria 5, 6, 7 and 8 do not include unduplicated consumers who received Medicaid funded services from the four (4) Medicaid managed care organizations (MCOs) under contract with the District of Columbia.

⁴ The run date for all claims based data reported for Exit Criteria 5, 6, 7 and 8 was August 27, 2008. All claims-based data is drawn from submitted claims deemed approved for payment by DMH on that date. Providers have up to ninety (90) days from the date of service to submit a claim. In addition, there are claims for services rendered in throughout FY 2008, which were rejected and returned to the provider for correction that may be resubmitted and approved for payment. The final claims submission cut-off for FY 2008 claims is December 31, 2008. Data reported for each quarter may include services provided to consumers in the previous and subsequent quarters. The data reported for the entire fiscal year represents an unduplicated count of consumers. Therefore, the data reported for the entire rolling four quarter period may show a higher percentage of consumers served, than shown in the data reported for each quarter during the period reported.

⁵ See footnotes 3 and 4.

⁶ See footnotes 3 and 4.

**DMH EXIT CRITERIA
PERFORMANCE LEVELS FOR REPORTING PERIOD**

April 1, 2007 – March 31, 2008

No.	Exit Criteria	Monitoring Status	Court Required Performance Level	Current Performance Level for 4/01/08 – 03-31-08
8.	Penetration (Adults with SMI)	Active	2%	FY 07 Q3: 1.39% FY 07 Q4: 1.42% FY 08 Q1: 1.43% FY 08 Q2: 1.51% Total: 2.05%
9.	Supported Housing ⁷	Active	70% Served Within 45 Days	FY 07 Q3: 5.0% FY 07 Q4: 6.7% FY 08 Q1: 9.7% FY 08 Q2: 2.9% Total: 10.1%
10.	Supported Employment	Active	70% Served Within 120 Days	FY07 Q3: 92.5% FY07 Q4: 96.0% FY08 Q1: 88.0% FY 08 Q2: 100.0% Total: 94.0%⁸
11.	Assertive Community Treatment	Active	85% Served within 45 days of completed referral	FY 07 Q3: 42.8% FY 07 Q4: 46.6% FY 08 Q1: 50.0% FY 08 Q2: 56.6% Total: 54.6%⁹
12.	Newer – Generation Medications ¹⁰	Inactive	70% of adults with schizophrenia receive atypical medications	FY 07 Q3: 89.1% FY 07 Q4: 89.5% FY 08 Q1: 89.2% FY 08 Q2: 88.6% Total: 85.96%¹¹
13.	Homeless (Adults)	Active	150 Served + Comprehensive Strategy ¹²	Total: 154¹³

⁷ DMH currently reports data regarding consumers who are receiving rental subsidies from DMH. DMH is reviewing its other supported housing programs and may amend its data collection method to include reporting on those programs to the Court Monitor.

⁸ DMH submitted a letter to the Court Monitor on August 8, 2007, requesting that the Court Monitor find that DMH has met the performance target for Exit Criteria #10. Via letter dated October 25, 2007, the Court Monitor denied DMH's request, based on the need to validate the reliability of the data reported and the need to ensure that DMH was following its policy with regard to referrals for supported employment. DMH has instituted a social marketing program and has begun analysis to address the Court Monitor's concern about the system capacity. DMH provided the Court Monitor with a letter describing its social marketing program and explaining its analysis of the overall system capacity on April 15, 2008. The Court Monitor again denied DMH's request via letter dated August 4, 2008.

⁹ The data reported for Exit Criterion #11 was run on August 27, 2008.

¹⁰ Letter dated April 11, 2008 submitted to Dixon Court Monitor requesting a determination that DMH had satisfied the performance requirements for Exit Criteria #12.

¹¹ The data reported for Exit Criterion #12 was run on August 27, 2008.

¹² DMH submitted a draft of the comprehensive strategy for serving homeless mentally ill consumers (the "Homeless Services Strategy") to the Dixon Court Monitor on April 24, 2008. After consulting with the Court Monitor, DMH made some revisions to the Homeless Services Strategy and submitted the revised strategy to the Court Monitor for approval on May 14, 2008.

¹³ The data reported includes those persons with serious mental illness who received services from Pathways to Housing, which is a "Housing First" provider. It also includes persons with serious mental illness who are participating in the Shelter Care Plus program and are receiving mental health services from a DMH certified mental health provider.

**DMH EXIT CRITERIA
PERFORMANCE LEVELS FOR REPORTING PERIOD**

April 1, 2007 – March 31, 2008

No.	Exit Criteria	Monitoring Status	Court Required Performance Level	Current Performance Level for 4/01/08 – 03-31-08
14.	C/Y in Natural Setting ¹⁴	Active	75% of SED With Service in Natural Setting	FY 07 Q3: 68.3% FY 07 Q4: 53.4% FY 08 Q1: 37.9% FY 08 Q2: 40.1% ¹⁵ Total: 65.64%
15.	C/Y in own (or surrogate) ¹⁶	Active	85% of SED in Own Home or Surrogate Home	FY 07 Q3: 95.8% FY 07 Q4: 96.1% FY 08 Q1: 96.4% FY 08 Q2: 96.4% Total: 94.1%
16.	Homeless C/Y	Active	100 Served + Comprehensive Strategy ¹⁷	Total: 101 ¹⁸
17.	Continuity of Care ¹⁹ a. Adults b. C/Y	Active	80% of Inpatient Discharges Seen Within 7 Days	Adults: 45% Children: 34.8% Overall: 44.2%
18.	Community Resources	Inactive	60% of DMH Expenses for Community Services	FY 06: 60.45%
19.	Medicaid Utilization	Inactive	49% of MHRS Billings Paid by Medicaid	FY 07: 50.2% ²⁰

¹⁴ The data reported by the Court Monitor for Exit Criteria 14 will not be reviewed until DMH achieves the penetration rate targets established in Exit Criteria 5 & 6 for services to children and youth. Data reported was extracted from eCura on August 27, 2008.

¹⁵ DMH began enforcing the requirement that providers roll-up all claims for same-day services to prepare for the transition to MAA during the fourth quarter of FY 08. Claims for services provided at more than one location are submitted with a location code of 99. The query used to extract data for this Exit Criteria does not include services with a location code of 99. As a result, data about the location of service provision may be under reported. DMH is examining methods for addressing the possible under-reporting.

¹⁶ The data reported by the Court Monitor for Exit Criteria #15 will not be reviewed until DMH achieves the penetration rate targets established in Exit Criteria 5 & 6 for services to children and youth. Data reported was extracted from eCura on August 27, 2008.

¹⁷ See footnote 10.

¹⁸ The data reported is for the period from late January through July 2, 2008. On August 8, 2008, DMH submitted a letter to the Court Monitor asking that Exit Criterion #16 moved to inactive monitoring status.

¹⁹ The data reported for Exit Criteria #17 was extracted from eCura on June 16, 2008. Data is reported in the aggregate for the reporting period, since hospital admissions and discharges, as well as services rendered post discharge may cross fiscal year quarters. Refer to footnote 4 for information about the reporting of claims-based data.

²⁰ Data is reported regarding revenue collection as of August 22, 2008. DMH estimates further collection of \$2.9 million in FFP for FY 07, pending resolution of various issues with MAA.

EXHIBIT B

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH



August 8, 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 (TFH)
Evidence of Compliance with Exit Criterion #16 – Provision of Services to
Children and Adolescents Who Are Homeless

Dear Mr. Jones:

I am pleased to report that the Department of Mental Health (“DMH”) has met and exceeded the performance target for Exit Criterion #16 – Provision of Services to Children and Adolescents Who Are Homeless (“Exit Criterion #16”). Therefore, in accordance with the December 12, 2003 Consent Order Approving Agreed Exit Criteria With Measurement Methodology and Performance Levels (the “Exit Criteria Order”), DMH is formally submitting evidence that the District of Columbia has achieved compliance with Exit Criterion #16. Exit Criterion #16 is one of the exit criteria characterized as “Specialized Services for Children/Youth and Families” in the Exit Criteria Order.

We request that the Dixon Court Monitor: (1) find that DMH has achieved the performance levels required for Exit Criterion #16; (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 Criterion #16.

Exit Criterion #16 Requirements.

The Exit Criteria Order includes the following requirements for demonstrating compliance with the performance levels established in Exit Criterion #16:

General Methodology for Measurement: DMH served children/youth who are homeless will be measured as a percentage of District children/youth who are homeless.

Dennis R. Jones
August 8, 2008
Page 2 of 4

Required Performance Levels: One hundred (100) children/youth who are 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

Operational Definition: The number of children and adolescents who were homeless during the reporting period who were engaged by a DMH approved provider.

Homeless: Persons who are homeless as defined by the District through the Community Partnership for the Homeless.

Target: In the aggregate for one full year, 100 children and adolescents who are homeless will be engaged.

One Full Year: Means any four consecutive quarters.

Aggregate: Means cumulative performance over four consecutive quarters.

Evidence of Compliance with Measurement Methodology and Performance Level

1. **Policy and Practice Requirements.** In 2004, Mayor Anthony A. Williams released "Homeless No More: A Strategy for Ending Homelessness in the District of Columbia by 2014" (the "District's Homeless Services Strategy"). The District's Homeless Services Strategy was developed by the Mayor's Policy Academy Team, a group of District of Columbia ("District") officials, including the Director of the Department of Mental Health ("DMH"). The District's Homeless Services Strategy identified the establishment of an interagency council on homelessness as the first step in the implementation process.

In 2005, the Council of the District of Columbia enacted the Homeless Services Reform Act of 2005, D.C. Law 16-35 (the "Reform Act"). The Reform Act established the Interagency Council on Homelessness (the "Interagency Council"). The Interagency Council is chaired by the City Administrator and includes the directors of various cabinet agencies, including the Director of DMH. The Interagency Council is responsible for providing leadership in the development of strategies and policies that guide the implementation of the District's policies and programs for meeting the needs of the homeless or those at imminent risk of becoming homeless (the "homeless"). Among other things, the Interagency Council is responsible for developing the annual plan describing how the District will provide or arrange for services to the homeless. In addition, the Interagency Council is responsible for the annual plan describing how the District will provide hypothermia shelter. DMH strategies and plans for providing or arranging for services to the homeless are driven by the District's annual plan.

(a) **DMH Policy.** DMH adopted Policy 511.2, Providing Housing and Services to the Homeless on June 10, 2005 (the "Homeless Services Policy"). A copy of the Homeless Services Policy is attached for your reference and marked as **Exhibit A**. DMH's Homeless

Dennis R. Jones

August 8, 2008

Page 3 of 4

Services Policy sets forth the requirements for the provision of services to the homeless, using a "housing first" model.¹

(b) **DMH Comprehensive Strategy.** On April 24, 2008, DMH submitted a draft of a comprehensive strategy serving the homeless to you for review and approval. In response to comments that you provided to Anne Sturtz and Christine Samonds on May 7, 2008, DMH revised the draft strategy and formally submitted the Comprehensive Homeless Services Strategy ("CHSS") to you for approval on May 14, 2008.² Section IV.1.A of the CHSS describes the activities of DMH's Homeless Outreach Team. Section V.1.A describes the work of the Homeless Outreach Team with regard to children, youth and their families. Copies of our letter of May 14, 2008 and the draft of the CHSS transmitted with the letter, are attached and marked as **Exhibit B.** The CHSS has been submitted to the District's Interagency Council on Homelessness ("ICH") and will be reviewed by the ICH Strategic Planning Committee on August 12, 2008.

(c) **DMH Practice.** In FY 08, DMH hired a staff person dedicated to focused outreach to homeless children and youth. The focused outreach to homeless children and youth primarily requires work with homeless families. The dedicated Homeless Outreach Team staff (along with other Homeless Outreach Team members) member makes regular visits to the homeless shelters and other homeless service providers. The emphasis for the staff engaging in outreach to homeless children and youth, is engaging, assessing and building a therapeutic relationship with homeless families and their children, in an attempt to refer and link the families and children to needed mental health services. Other activities include:

- (1) participating in mobile crisis outreach and response activities, collaborating with other child-serving agencies (Child and Family Services Agency ("CFSA"), Department of Youth Rehabilitative Services, D.C. Public Schools, D.C. Charter Schools, State Office of Education) to facilitate expedient intervention and positive outcomes; and
- (2) community outreach to homeless service providers and other District agencies concerned with child welfare and social services, including, but not limited to providing training and education, case consultation and technical assistance.

2. **Data Collection Methods.** Data is collected manually by the DMH Homeless Outreach Team and recorded on an excel spreadsheet. A copy of the data collection metric that has been validated by the Court Monitor's data validation consultant is attached and marked as **Exhibit C.**

¹ DMH adopted Policy 340.1, the DMH Hypothermia Policy on April 22, 2002. Policy 340.1 specifically addresses DMH's participation in the District's hypothermia prevention programs.

² To date, DMH has not received formal approval of the CHSS from the Court Monitor. In response to the Court Monitor's request, DMH submitted the CHSS to the Interagency Council for approval. The CHSS has been referred to the Interagency Council's Strategic Planning Committee for review. It will be discussed with the Strategic Planning Committee during a meeting on August 12, 2008.

Dennis R. Jones

August 8, 2008

Page 4 of 4

3. **FY 08 Performance Levels**. As of July 31, 2008, the DMH Homeless Outreach Team has engaged 101 homeless children and youth. A copy of the report showing the unduplicated contacts is attached and marked as **Exhibit D**.

Conclusion.

DMH has met and exceeded the performance target for Exit Criterion #16 for FY 08. As of July 31, 2008, DMH had engaged 101 homeless children and youth.

Accordingly, DMH hereby requests that the Dixon Court Monitor: (1) find that DMH has achieved the performance levels required for Exit Criterion #16; (2) report on the performance levels to the U.S. District Court; and (3) cease active monitoring of Exit Criterion #16.

If you have any questions or wish to discuss this matter further, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen I. Baron', with a long horizontal line extending to the right.

Stephen I. Baron
Director

Attachments

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

EXHIBIT C

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

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH



COMPREHENSIVE STRATEGY
FOR PROVIDING
MENTAL HEALTH SERVICES TO THE HOMELESS

May __, 2008

Approved By:

Deputy Director, Office of Programs and Policy Date

Deputy Director, Office of Strategic Planning Date
Policy & Evaluation

Director, Department of Mental Health Date

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

I. Introduction and Background Information.

In 2004, Mayor Anthony A. Williams released “Homeless No More: A Strategy for Ending Homelessness in the District of Columbia by 2014” (the “District’s Homeless Services Plan”). The District’s Homeless Services Plan was developed by the Mayor’s Policy Academy Team, a group of District of Columbia (“District”) officials, including the Director of the Department of Mental Health (“DMH”).

The District’s Homeless Services Plan includes three (3) central objectives:

- Increasing the District’s homeless prevention efforts using local and federal resources;
- Developing and/or subsidizing at least six thousand (6,000) new units of affordable supportive housing by 2014; and
- Actively coordinating mainstream social services for homeless Continuum of Care consumers.

In 2005, the Council of the District of Columbia enacted the Homeless Services Reform Act of 2005, D.C. Law 16-35 (the “Reform Act”). The Reform Act established the Interagency Council on Homelessness (the “Interagency Council”). The Interagency Council is chaired by the City Administrator and includes the directors of various cabinet agencies, including the Director of DMH. The Interagency Council is responsible for providing leadership in the development of strategies and policies that guide the implementation of the District’s policies and programs for meeting the needs of the homeless or those at imminent risk of becoming homeless (the “homeless”). Among other things, the Interagency Council is responsible for developing the annual plan describing how the District will provide or arrange for services to the homeless. In addition, the Interagency Council is responsible for the annual plan describing how the District will provide hypothermia shelter. DMH’s strategies and plans for providing or arranging for services to the homeless are driven by the District’s annual plan.

The Fenty Administration is committed to ending homelessness in the District. On January 11, 2007, shortly after taking office, Mayor Fenty issued “100 Days and Beyond: 2007 Action Plan for the District of Columbia” (the “2007 Action Plan”), which included many goals for meeting the needs of the homeless, including the provision of services and affordable housing.

In 2007, the Fenty Administration closed the DC Village Shelter, relocating families to apartment-style housing and linking them to case management services as part of a more comprehensive approach to delivering services to the city’s homeless families. DMH actively participated in this process through its Homeless Outreach Program and the DC Community Services Agency. In addition, Mayor Fenty unveiled a housing plan for the District’s chronically homeless. The District will ensure that 2500 units of permanent supportive housing are developed by 2014. DMH’s involvement in the development of permanent supportive housing is further discussed in Section IV.1.B below.

The 2008 Action Plan for the District includes additional initiatives for addressing homelessness and homeless services. DMH’s FY 08 Performance Management Plan includes an initiative focused on increasing available affordable housing for persons with mental illness.

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

II. Projected Need for Mental Health Services to the Homeless.

In 2007, the Fenty Administration convened a series of CAPSTAT (performance-based accountability program to make District government run more efficiently) sessions about homelessness in the District.¹ The following data² shows the total number of homeless persons in the District from 2004 through 2007, including the number of persons defined as “chronically homeless.”

	2004	2005	2006	2007
Total Homeless Population	5,828	6,026	6,157	5,757
Chronic Homeless	1,505	1,773	1,891	1,760

A person is considered to be chronically homeless if “he or she is an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more or has had at least four (4) episodes of homelessness in the past three (3) years.” See the Washington Council of Governments 2007 Homeless Enumeration Report.

The U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration estimates that approximately twenty-five percent (25%) of the chronically homeless have a serious and persistent mental illness. Accordingly, DMH estimates that approximately four hundred-forty (440) of those persons identified as chronically homeless in 2007 have a serious and persistent mental illness.

DMH has designed a multi-faceted strategy for providing services to the homeless that targets persons with serious and persistent mental illness. This strategy includes a description of the DMH policies, programs and services targeted to chronically homeless persons, with serious and persistent mental illness (the “Homeless Services Strategy”).

III. DMH Policies Regarding Services to the Homeless.

DMH has adopted two policies regarding the provision of services to the homeless.

The DMH Hypothermia Policy was adopted on April 22, 2002 (DMH Policy No 340.1). The DMH Hypothermia Policy governs the work of DMH staff and providers with regard to the prevention of hypothermia during the winter. The DMH Policy on Providing Housing and Services to the Homeless was adopted on June 10, 2005 (DMH Policy No. 511.2). This policy adopts a “housing first” approach to serving the homeless.³

¹ The first session was held on January 24, 2007. The second session was held on February 13, 2007. The third session was held on August 22, 2007.

² Information found on the District’s website (<http://capstat.oca.dc.gov>).

³ DMH has also adopted rules regarding the provision of supportive housing at 22A DCMR Chapter 22 and a policy regarding the provision of supported housing (DMH Policy #511.1). The rules on supportive housing and the policy regarding supported housing are also applicable to homeless consumers.

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

IV. **Current DMH Programs and Services for the Homeless.**

1. **Direct Services.**

A. **Homeless Services Program.**

The DMH Homeless Services Program (“HOP”) consists of ten (10) total FTEs. Four (4) of the FTEs are funded by the SAMHSA, Projects for Assistance in Transition from Homelessness (“PATH”) Grant. The remaining six (6) FTEs are funded by local funding.

The HOP provides a wide variety of services not only to consumers with mental illness but also to providers and community members. Primary services include outreach and crisis services to individuals through regular visits to shelters, streets and homes in the District, coordination with other outreach programs, social workers and community members to provide assessments, referrals, travelers’ assistance, brief intervention services, and referrals to overnight shelter services.

The HOP convenes monthly meetings with the street outreach providers and drop-in center providers, to discuss people who are homeless and deemed to be “at risk.” The risk may be a physical health crisis, instability or high-end user of District services. The entire HOP attends these monthly meetings. Representatives from the Metropolitan Police Department (“MPD”) and representatives from the Fire and Emergency Services (“FEMS”) Street Call program also participate in these monthly meetings. Any of the meeting participants may propose a person for discussion. The meeting provides a forum for discussing intervention strategies and sharing information about the individual’s history.

Other HOP activities include:

- technical assistance and support services to single adult and family shelters and Adult Protective Services (“APS”), which is part of the District’s Department of Human Services;
- transition services/interim services to unlinked or underlinked consumers who are homeless or in crisis;
- placement of Psychiatry Residents in homeless programs;
- collaboration with DC Linkage Plus program to make referrals to the DMH network of providers working with this special population;
- training for shelter providers, hypothermia providers, and street outreach workers on working with mentally ill consumers who are homeless;
- assistance for travelers with mental illness who are stranded in the District to return home; and
- providing mobile crisis services to non-homeless individuals.

The HOP also oversees the Sobering Station (operated during each hypothermia season) for intoxicated men and women who either refuse a traditional shelter or are live within the structure of a traditional shelter.

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

B. Housing Subsidy Program.

The DMH Housing Division (the “Housing Division”) serves as the single point of entry for mental health consumers to access a range of affordable housing opportunities. The Housing Division is responsible for identifying and developing safe, decent and affordable permanent housing for individuals with a serious mental illness who access local subsidies and federal vouchers through DMH.

A major function of the Housing Division is providing and managing housing subsidies to consumers who receive mental health services and supports from DMH provider agencies. The Housing Division meets the needs of chronically homeless consumers (living on the street, in a shelter or in unsafe/substandard/unsanitary living conditions, rent burden, or faced with an emergency, such as eviction or forced relocation due to fire or other unsafe or substandard condition).

As part of the District’s plan to house individuals who are chronically homeless, DMH committed resources to a number of housing programs. Those programs include:

- the DMH Housing Bridge Subsidy Program;
- Supported Independent Living;
- Local Rent Subsidy Program;
- Transitional Housing; and
- Contracted Community Residential Facilities or CRFs.

In addition, the Housing Division oversees and participates with the Department of Housing and Community Development (“DHCD”) to manage fourteen million dollars (\$14,000,000.00) in capital funds that has been appropriated to support the development of three hundred (300) new affordable housing units for individuals with a mental illness. DMH anticipates that twenty percent (20%) of the three hundred (300) new units developed by DHCD (a total of sixty (60)) of the new affordable housing units will be used by chronically homeless individuals with a mental illness.

C. MyHouse Mediation Project.

The MyHouse Mediation Project was initially funded by the Hilton Foundation as a pilot homelessness prevention program in 2007. The DMH implementation of this project focuses on landlord/tenant mediation to assist DMH consumers who are in danger of losing their homes. These consumers represent approximately twelve percent (12%) of persons housed by DMH.

DMH implemented the MyHouse Mediation Project in 2007. The project provides landlord/tenant mediation exclusively for consumers of mental health services. Services include:

- establishment of a communication link between the landlord and consumer and Community Support Worker;
- analyzing lease/housing issues and making recommendations to consumers and staff about options for resolution;

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

- offering the mediation project as a resource during the lease period;
- conducting mediation sessions with consumers, staff, and significant others, as appropriate; and
- training of landlords/property managers.

In FY 08, the MyHouse Project is expanding to include two additional services:

- pre-lease mediation to assure that the consumer understands the lease that he or she is signing; and
- focused mediation for consumers living in “hot spots.” “Hot spots” are properties with high police presence, crime, and infiltration from non residents who prey upon tenants and sometimes take control of their units.

2. **Contracted Services.**

A. **Pathways to Housing.**

In 2004, DMH contracted with Pathways to Housing DC (“Pathways”) through its mental health rehabilitation services program. Pathways works with individuals who have been turned away from other programs because of active substance use/abuse, refusal to participate in psychiatric treatment, histories of violence or incarceration, or other behavioral problems.

Pathways’ admission requirements are minimal. To be eligible, clients must be homeless, have a psychiatric disability, and elect to participate in the program. After settling into new apartments, clients are offered a wide range of support and clinical services that include psychiatric and substance abuse treatment, comprehensive health care, supported employment services, art and photography workshops, and family reconnection. Pathways separates housing from treatment. It treats homelessness by providing people with individual apartments, and then treats mental illness with intensive and individualized programs that seek out and actively work with clients as long as there is a need, in order to address their emotional, psychiatric, medical, and human needs, on a twenty-four-hour, seven-day-a-week basis.

Pathways is certified by the District to provide assertive community treatment (“ACT”) services. Pathways currently operates two (2) ACT teams in the District and provides services to over one hundred (100) persons who are chronically homeless.

B. **Services at Homeless Shelters.**

DMH is committed to providing shelter-based mental health services. In August 2007, Anchor Mental Health Association was identified as the contractor to provide specialized mental health services at the Franklin Shelter, which is operated by Catholic Charities. It was determined that based on the number of residents at the shelter and the limited amount of services available, Franklin Shelter would be the most appropriate site to deliver mental health services.

The Anchor staff, in conjunction with Catholic Charities, provides a breakfast each morning to residents that engage in services. Psychiatric services are available four (4) mornings per week

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

and staff are available to provide case management, referrals and assistance going to appointments throughout the day.

C. Homeless Drop In Center.

In FY 08, DMH awarded a contract to Catholic Charities at Hermano Pedro Day Program to increase the number of services available to homeless individuals. The Hermano Pedro Day Program is located in Columbia Heights and has been in operation for the past several years.

Hermano Pedro provides referrals for social services, substance abuse services, medical care, medical and financial benefits, food stamps, and to shelters. Like many drop-in programs for the homeless, Hermano Pedro also provides showers, laundry, lunch, snacks, and lockers.

D. Funding for N Street Village.

Since FY 06, DMH has provided grant funds to the Recovery House at N Street Village ("N Street Village"). N Street Village provides assistance to homeless women of the District of Columbia who are mentally ill and have a co-occurring disorder of substance abuse. Women are referred directly to N Street Village from a medical detoxification unit, homeless outreach teams, from the street, and/or other shelter. N Street Village offers a three phase program. Phase I (Sarah House) is for direct entry from detox, shelter, jail or street for women with mental illness and substance abuse (12 beds). Phase II (Tubman House) is for women who have completed Phase I and are sober for more than ninety (90) days (9 beds). Phase III is Transitional Housing a residential program for individuals who complete Phase II (20 beds). Phase III is a more independent level of the program where the women can have choice, self-determination, empowerment, independent living skills and social skills development under the support of N Street Village staff. Women can remain in this program up to two (2) years. N Street Village provides case management services, socialization and leisure activities, life skills training, twelve (12) step program, housing, rehabilitative services and facilitates employment for all phases.

V. Plans for New and Expanded Services in FY 08.

1. Direct Services.

A. Focused Outreach to Children.

In FY 08 the HOP hired a staff member who will focus exclusively on outreach to children. DMH anticipates engaging a minimum of one-hundred (100) children and youth who are homeless or at risk of becoming homeless.

The focused outreach to homeless children primarily requires work with homeless families. The HOP staff member makes regular visits to the homeless shelters and other homeless service providers. The emphasis is engaging, assessing and building a therapeutic relationship with homeless families and their children, in an attempt to refer and link the families and children to needed mental health services. Other activities include:

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

- participating in mobile crisis outreach and response activities, collaborating with other child-serving agencies (Child and Family Services Agency (“CFSA”), Department of Youth Rehabilitative Services, D.C. Public Schools, D.C. Charter Schools, State Office of Education) to facilitate expedient intervention and positive outcomes;
- community outreach to homeless service providers and other District agencies concerned with child welfare and social services, including, but not limited to providing training and education, case consultation and technical assistance.

B. Expanded Outreach Services to Shelters and Other Homeless Services Providers.

The HOP has increased the amount of outreach available in the evenings to emergency shelters for the Hypothermia Season by adding scheduled weekly visits to each emergency shelter.

In addition, during the second quarter of FY 08, staff from the District’s Co-Occurring Disorders State Incentive Grant Program (“COSIG”) will be providing training in co-occurring disorders to program staff working directly with the homeless. Outreach to agencies that are not directly connected to DMH, such as street outreach agencies, feeding programs, and emergency and transitional shelters for families and individuals, will be done. Training around the areas of Screening and Assessment, Basic Concepts of Co-Occurring Disorders, Motivational Interviewing, and others areas will be covered. These trainings will be offered to front line staff, case managers, clinicians and program administrators. Training will be offered on site at agencies to allow for maximum staff participation. COSIG staff anticipate that from sixty (60) – eighty (80) staff will be trained.

C. Increased Coordination with Other District Agencies.

The HOP has been expanding its relationships with agencies such as APS and CFSA in order to work more effectively with consumers involved with these systems. The HOP is still developing appropriate structures to facilitate this coordination.

D. SSI/SSDI Training for Homeless and Mental Health Providers.

Many adults who are homeless, particularly those who are chronically homeless and have mental illness and/or other disabilities, do not receive Social Security Administration (“SSA”) benefits. The DC SSI/SSDI Outreach, Access and Recovery Services (“DC SOARS”) Project attempts to facilitate the acquisition of benefits for these individuals. The DC SOARS Project began in FY 07 and is overseen by the DMH Homeless Services Coordinator. A four (4) day train-the-trainer model was implemented followed by a District-wide two (2) day planning meeting. Training for approximately twenty-five (25) providers was held in FY 07. Based on follow-up telephone contact to providers, the training was viewed as helpful in filing an increased number of disability applications for individuals who are homeless and disabled.

Additional trainings will be offered in FY 08 to facilitate access to benefits for individuals who are homeless and are often unable to complete the application process on their own. DMH will gather data on the number of applications submitted by the individuals receiving this training and the number of applications approved.

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

2. Contracted Services.

A. Urgent Care Clinic at Superior Court.

In the first quarter of FY 08, DMH issued a Request for Proposal ("RFP") for a Court Urgent Care Clinic ("CUCC") to be located within the DC Superior Court, which is located at 500 Indiana Avenue, N.W., Washington, D.C. 20001. The Criminal Division of the DC 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 DC Misdemeanor and Traffic Community Court courtroom. The OAG reports that in 2006 there were 12,437 cases with defendants in need of mental health assistance.⁴ 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 CUCC will be structured 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.

DMH has selected the Psychiatric Institute of Washington ("PIW"), as the vendor and expects the service to operational by the beginning of the fourth quarter of FY 08. DMH is also in the process of finalizing a Memorandum of Agreement with DC Superior Court for operation of the CUCC and identification of space to be used by PIW.

B. Shelter Plus Care.

DHS has designated The Community Partnership for the Prevention of Homelessness ("TCP") as the organization responsible for managing the District's Department of Housing and Urban Development ("HUD") Continuum of Care ("CoC"). In 2007, DMH submitted a successful Shelter Plus Care application under the CoC. DMH received \$936,485 over a 5-year period to provide housing for approximately 20 persons who are mentally ill, homeless, and may suffer from substance abuse and/or HIV/AIDS. The new housing is projected to become available in 2008.

VI. Plans for FY 09.

DMH plans to continue to implement the DMH Homeless Services Plan through operation of the programs that were operational or initiated during FY 08, including:

⁴ Data extracted from a report prepared by the OAG's Criminal Section, in April 2007.

DRAFT DATED MAY 14, 2008
FOR DISCUSSION PURPOSES ONLY

- DMH Homeless Services Program Outreach activities and monthly meetings with community stakeholders;
- Sobering Station;
- Housing Subsidy Program;
- MyHouse Mediation Project;
- Pathways rehabilitation services programs and ACT teams;
- Services at homeless shelters;
- Homeless Drop-in Center;
- Funding for N Street Village;
- Direct services such as focused outreach to children and families;
- Increased coordination with other District Agencies;
- SSI/SSDI Training for Homeless and Mental Health Providers;
- The Court Urgent Care Clinic; and
- Shelter Plus care.

VII. Plans for the Future.

As stated in Section I, the District enacted legislation in 2005 establishing the Interagency Council. The Interagency Council, under the direction of the Mayor, provides the direction for the development of the District's annual plan describing how the District will provide or arrange for services to the homeless.

DMH has developed this comprehensive strategy to facilitate meeting the requirements of the District's annual plan, as promulgated through the Interagency Council. DMH is committed to continuing to provide services to mentally ill individuals who are homeless, in accordance with the District's annual plan. Therefore, DMH will review this comprehensive strategy on an annual basis, to ensure that it is aligned with the District's annual plan and reflects the District's priorities for the delivery of homeless services.

EXHIBIT D

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.

Dennis R. Jones
April 15, 2008
Page 2 of 7

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.

Dennis R. Jones
 April 15, 2008
 Page 3 of 7

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).

Dennis R. Jones
April 15, 2008
Page 4 of 7

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.

Dennis R. Jones
 April 15, 2008
 Page 5 of 7

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.

Dennis R. Jones
 April 15, 2008
 Page 6 of 7

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 "Stephen T. Baron", is written over a horizontal line.

Stephen T. Baron
Director

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

EXHIBIT E

OA Compliance Work Plan, UPDATE: 7/7/08

	Task	Due date	Status	Responsible	Comment
1	Establish Compliance programs <ul style="list-style-type: none"> • Within DMH • Within DCCSA 	4.1.08	Completed	Anne Weiss; Dan Byrne	OA has addressed provider agency leadership on several occasions; major Compliance training to providers scheduled for 12.13.07 and 12.14.07
2	Hire 3 FTE Claims Auditors and procure 3+ contract auditors		Completed	Anne Weiss; Dan Byrne; OCP; HR	3 contracted auditors from Delta T began auditing work on 12/3/05; Certs have been issued, and IVU's are in progress...2 new auditors begin 1.7.08, the 3 rd begins 1.2.08
3	Establish Sampling Methodology (Initial) <ul style="list-style-type: none"> • 95% confidence Level • 5% Confidence Interval • 0.5% Anticipated error rate 		Completed	Anne Weiss; Dan Byrne; Yoseph Tesfaye	
4	Establish re-audit Sampling Methodology for Providers who failed a quarterly audit at >15% <ul style="list-style-type: none"> • 95% confidence Level • 5% Confidence Interval • 15% Anticipated error rate 		Completed	Yoseph Tesfaye	
5	Conduct Financial Claims Audits until current	4.1.08	All backlog audits have been completed. Fy08 audits will be	OA Staff and Contractors	FY07 audits (first pulls) have been completed. Second pull FY07 audits will be completed by late April. Thereafter, all auditing efforts will focus on completion of FY06 claims. FY08 claims audits will begin in June. Thereafter, audits conducted

	Task	Due date	Status	Responsible	Comment
			conducted within FY08, and quarterly thereafter.		quarterly.
6	Develop audit reports <ul style="list-style-type: none"> Aggregate Fiscal Year Matrix Individual Provider Matrix, per fiscal year 		Completed	Yoseph Tesfaye; Anne Weiss	
7	Develop ongoing system for providing audit results to providers, with 10-day timeframe to submit corrections. Include QI elements for Corrective Actions	2.1.08	Completed	Suzanne Fenzel; Anne Weiss (in cooperation with Chief, Program Integrity, MAA)	Discussions have been occurring between DMH and MAA since October 2007.
8	Monitor Corrective Action Plans	Ongoing, after 2.1.08		OA	
9	Develop a repayment Policy and Process: <ul style="list-style-type: none"> DMH repayment to CMS, via MAA, for claims submitted prior to 11.1.07; DMH repayment to DC Treasury (30% match) 	2.1.08	Completed	OCFO, OA will identify process in consultation with MAA	Repayment of FFP to CMS will occur through MAA, as per MOU signed between DMH and MAA. Local match and local dollars recovered will be repaid by DMH to DC Treasury.

	Task	Due date	Status	Responsible	Comment
10	Develop a recoupment Policy and Process (recovery form Providers)	2.1.08	In process	OCFO, OA will identify process in consultation with MAA	OA is actively working with Policy Division to develop DMH policies that reflect DC regulations, and MOU signed between DMH and MAA.
11	Disseminate information regarding the whistleblower and Qui Tam provisions of the False Claims Act to DMH staff with attestation signature from all staff, annually	3.1.08	First All Staff training provided at the DMH Authority, May 2008; 5/7, 5/8, 5/14, 5/15.	Anne Weiss, Suzanne Fenzel, and HR	
12	Ensure providers have developed Compliance program and have disseminated information regarding the whistleblower and Qui Tam provisions of the False Claims Act to Provider staff with attestation signature from all staff, annually	4.1.08	Ongoing	Anne Weiss; Suzanne Fenzel; Provider Relations	Provider training took place in December 2007. Compliance auditing of providers to begin 8.1.08
13	Create Compliance Hotline policy, and obtain Hotline vendor	2.15.08	Completed	Anne Weiss; Dan Byrne	
14	Create Compliance/Audit Committee Focus – Overpayments, recovery/recoupment, referral to OIG, and associated ethical issues <ul style="list-style-type: none"> • General Counsel • Chief Clinical Officer • CFO 	2.15.08	Completed	OA and Executive Team	First meeting held 1.15.08, and monthly thereafter. In June, 2008 it was decided that Compliance Committee will move to quarterly meetings.

	Task	Due date	Status	Responsible	Comment
	<ul style="list-style-type: none"> • Deputy Director for Finance and Admin • Deputy Director for Accountability • QI Director • Risk Manager • Human Resources Director • Provider Relation Director • Consumer & Family Affairs 				
15	Revise the DMH MHRs certification requirements to ensure providers have essential elements of Compliance program in place		Ongoing	Anne Weiss; Barbara Bazron	MHRs Steering Committee was kicked off 12.5.07
16	Offer regularly scheduled mandatory training to providers around the essential elements of compliance		Ongoing	Anne Weiss; Barbara Bazron	First trainings took place 12.13.07 and 12.14.07
17	Draft a policy that requires providers to have mandatory Medicare/Medicaid or TPL (Third Party Liability) screening in place <ul style="list-style-type: none"> • Providers must show proof that they are screening for TPL during Compliance audits 	2.15.08	Ongoing	Anne Weiss; Dan Byrne; Bettye Carpenter	
18	Providers must screen their staff for any Medicaid or Medicare exclusion actions	2.15.08		Dan Byrne and Audit Team	Provider agencies will be audited annually for this function. First agency audits scheduled for 8/08.
19	Post-migration decision regarding co-auditing with MAA		Completed	DMH and MAA	MAA has asked that DMH, as subject matter experts, conduct the Medicaid audits for DMH claims and report the results to MAA. MAA and DMH then send out joint demand letters to providers where overpayment/failed claims is indicated.

Task	Due date	Status	Responsible	Comment
				This process is spelled out in the DMH/MAA MOU.
20	2.1.08	Completed	Dan Byrne	Recommendations to be made by MHRS Steering Committee and Community Support sub-group
21	12/08	In discussion	MHRS Steering Committee/ DMH Executive Team	
22	4.1.08	Ongoing	OA	
23	10/08	Score Card elements completed.	OA	Implementation scheduled for 10/08.
24		Ongoing		

FY09 WORK PLAN Work Flow Chart

DIVISIONS	TASKS	Due Date	Status	Responsible	Comments
Provider Oversight	Perform annual, mid cycle agency compliance reviews of each provider: (compliance elements, staffing ratio, clinical	ongoing		Dan Byrne	
Claims audits	Quarterly Audit Process	ongoing		Dan Byrne	
Quality Improvement	Monthly co-morbidity reviews at St. Elizabeths; Quarterly reports	ongoing		Cathy Anderson Nick Geleta	
	Develop final tool for Quality Reviews	9/20/08		Dan Byrne Anne Weiss	
	Quality Reviews implementation	1st and 3rd qtr's		Dan Byrne Cathy Anderson	
	Initiate Provider Score Card pilot	10/30/08		Anne Weiss	
	Quarterly reviews of providers with low rate MRI(MUI) reporting	11/1/08		Anne Weiss	
	Focused Reviews (top 100 C/S utilizers, Options program, ACT, etc	As requested			
Quality Improvement Initiatives	I. Mortality Reviews: Identifying 3 necessary improvement elements based on documentation submitted for mortality review: Trend in aggregate/CAP's to providers	Begin		Dan Byrne	
	Alignment of DMH regs with Medical Examiners regs; permitting 60 day deadline to perform Mortality Review	10/1/08 11/1/08		Anne Weiss	
	II. Coordination of Primary Care and Behavioral Health care: Internal Chart reviews by outpatient providers: coordination with PCP. Arrange linkage for those consumers not having a PCP. Providers submit quarterly reports and annual outcomes analysis	10/1/08 ongoing		Dan Byrne	

CRF's	<p>III. Internal Chart reviews by outpatient providers: decrease in community support not based on medical necessity, as evidenced by assessment, revised treatment plans, and consumer response to community support intervention.</p> <p>Providers submit quarterly reports and annual outcomes analysis</p> <p>Increased Coordination between CRF operators and CSA Case managers: * Agenda sent to CRF operators and CSA managers one week in advance to facilitate discussion * Mandatory attendance</p>	<p>10/1/08</p> <p>ongoing</p> <p>ongoing</p>	<p>Dan Byrne</p> <p>Sheila K.</p>	
Dixon	I. Consumer satisfaction: Monthly Meetings between OA and Consumer	ongoing	Anne Weiss	
	Quarterly meetings with CAN	ongoing	Anne Weiss Dan Byrne	
	II. Consumer Functioning: Locus (webbased extraction and audits)	ongoing	Yoseph Tesfaye Cathy Anderson	
Investigations	Hire Nurse Investigator	11/1/2008	Anne Weiss	

EXHIBIT F

Department of Mental Health
Division of Quality Improvement

QUALITY REVIEW TOOL

DRAFT



DRAFT 6/19/2008

Provider:		Date of Audit:	
Consumer Name:		Auditor:	
DOB:		Intake Date:	
eCura # _____			

Services :	CS	Cnslg	M/S	Day	ACT	CBI	ID
Frequency:	D / W / M	D / W / M	D / W / M	___ x / week			

Item	Topic/ Quality Indicator	Yes	No	NA	Comments
1	Longevity of Service Justification: Is there a narrative that includes clinical outcomes?				
	Four Quarter Treatment Plan Review:				
2	Is there evidence an annual assessment of the consumer's clinical and functional status upon which the treatment plan is based?				
3	Are Treatment Plan Goals and Objectives adjusted as they are met / not met?				
4	Is LOCUS/CALOCUS completed every 90 days?				
5	Did the consumer and/or guardian/parent (if applicable) sign the IRP/IPC/ISSP?				
6	Does it appear that consumer is an active participant in treatment planning / decisions / activities?				
	Coordination of Care / Services :				
7	Are health concerns documented on Axis III?				
8	Is there documentation of coordination of behavioral health and primary medical care?				
9	Is there documentation of an annual physical or a recommendation for an annual physical?	exam rpt	note of exam	recommendation noted	
10	Is there evidence of screening for a co-occurring substance abuse disorder? (urine screens, MIDAS, etc)				
11	If applicable, is there evidence of linking consumer to substance abuse treatment outside of the agency?				
	Progress Documentation:				
12	Is there evidence of a Qualified Practitioner overseeing the consumer's treatment at the agency?				
13	Is there a monthly progress note that address progress towards each treatment plan goal & objective?				
14	Is there a pattern of no-shows?				
15	Is there a pattern of or evidence of expressed dissatisfaction with services?				
	Medication / Somatic Treatment:				
16	Are two or more anti-psychotics currently prescribed?				(Specify meds)
17	Is there a narrative in the clinical record for prescribing two or more anti-psychotic medications?				
18	If on atypicals, is there evidence of weights being taken, and lipid testing and/or glucose testing being conducted during the last year?	weights	lipids	glucose	
19	If lab results were abnormal, is there evidence of follow-up medical attention?				
20	Overall, does the clinical documentation support rehabilitation, recovery of lost skills/ abilities, improvement in functioning, and symptom reduction?				

Additional Comments:

EXHIBIT G

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”)

Dennis R. Jones

May 15, 2008

Page 2 of 4

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.

Dennis R. Jones
May 15, 2008
Page 3 of 4

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 H

Court Urgent Care Clinic Monthly Summary & Outcomes Report

Reporting Period: July 1 – July 31, 2008

I. Referral Sources for New Cases: **49**

Misdemeanor & Traffic Court: 20	East of the River Court:	Mental Health Court:	Pre-Trial Services: 10
DMH: 4	US Marshall Service: 2	Other Judges: 12	Other: Self -1

II. Case Characteristics (New cases only):

Male: 38	Female: 11	Under 21 Years: 1	21 Years & above: 48
DC Resident: 48	Maryland Resident: 1(*)	Virginia Resident: 0	Homeless: 25
Prior Incarceration:	Prior Psychiatric Hospitalization:	Prior Substance Abuse Treatment:	Prior FD12/Commitment:

III: Services provided (New cases only): **(10 more referrals has been received but not seen)**

Screening and Intake: 30	Psychiatric Evaluation: 32	Medication Management: 32	Case Management: 30
---------------------------------	-----------------------------------	----------------------------------	----------------------------

IV. Arrest Location (New cases only): **49**

Ward 1: 8	Ward 2: 6	Ward 3: 6	Ward 4: 5
Ward 5: 8	Ward 6: 10	Ward 7: 3	Ward 8: 3

V. Homeless Clients (New cases only): **25**

Federal City Shelter: 2	Franklin Shelter: 1	New York Ave Shelter	801 East	N Street Village
Friendship Place	La Casa	SOME	Homeless (street): 2	Homeless (w/family/friends): 20

VI. Criminal History (New cases only): **49**

Traffic Related Charges: 8	Life-Style Related Charges: 14	Other Misdemeanor Charges: 12	Felonies: 15	Other:
Previous Incarceration(State):	Previous Incarceration (Federal):	Previous Criminal History (No Incarceration):	First Time Offense:	

VII. Mental Health/Substance History (New cases only):

John Howard: 0	St. Elizabeth's: 1	FD 12 Community Hospital: 3	CPEP Without Hospitalization: 0	Voluntary Admission: 0
WHC: 1	CC: 1	Green Door: 0	Pathways: 0	Anchor: 0
DC CSA: 1	PIW:			

VIII: Case Management Services Provided (New cases only):

Engagement in Treatment: 32	Enrolled in Medicaid: 8	Enrolled in Alliance: 3	SSI/SSDI Applications: 0	Referral for Housing (DMH): 0
Referral for Housing (Section 8) : 0	Service Coordination with Shelters: 0	Service Coordination Primary Medical: 3	Service Coordination with SA Providers:	Service Coordination with CSA: 3

IX. Discharges (New cases only): **9**

Assessment Completed: 2	Refused Treatment:	Returned to Current CSA: 4	Enrolled in New CSA:	Transferred to Non-CSA Provider:
Closed with No Action:	CPEP/FD12: 2	Hospitalized: 1	Other:	
Total Number closed with no other referrals:	Total Number enrolled in a CSA:	Total Number returned to a CSA: 4	Total Number linked with a Non-CSA Provider: 5	

Service Activities for ALL open cases: 51 (The remaining 10 clients are new referrals)

Psychiatric/Medication Management: 39	Ongoing Case Management: 39	Total number of Open Cases: 51
--	------------------------------------	---------------------------------------

Narrative: Include successes or particular barriers that have arisen during the service month:

(Report to be delivered on the 5th day of the month)

(*) – Client has a Maryland Address but lives on DC streets.

EXHIBIT I

PART 1

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:	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-08-RFP-054-BY4-CPA	
		5. DATE ISSUED: July 18, 2008	
		6. OPENING/CLOSING TIME: July 18, 2008/August 25, 2008 3 P.M.	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" 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 Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3171	Samuel.feinberg@dc.gov
----------------------	---	--	------------------------

II. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form		x	I	Contract Clauses	
x	B	Supplies/Services and Price/Costs		PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	N/A
x	F	Deliveries or Performance		x	L	Instrs. Conds., & Notices to The Contractors	N/A
x	G	Contract Administration		x	M	Evaluation Factors for Award	N/A
x	H	Special Contract Requirements					

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

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 shall 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:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)			
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:				

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

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

D.C. Integrated Community Care Project

2

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	3
B.2	CONTRACT TYPE	3
B.3	SERVICE/DESCRIPTION/PRICE	3

D.C. Integrated Community Care Project

3

SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 The Government of the District of Columbia, Office of the City Administrator, Department of Mental Health (DMH), is seeking a Vendor who is a Certified Core Service Agency or a DMH Certified Specialty Provider capable of functioning as a "Clinical Home" herein after referred to as the Vendor to provide Integrated Community Care to Adults hospitalized at Saint Elizabeths Hospital for whom Community Based Treatment would be possible with intensive, integrated services as described in the Scope of Work.

B.2 DMH contemplates award of a Fixed Price Contract.

B.3 SERVICE / DESCRIPTION /COST

Contract Line Item Number (CLIN)	Item Description	Quantity	Unit	Unit Price	Total Price
0001 (Base Year)	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein. .	12	Month	\$ _____	\$ _____
0002 (Option Year Two)	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein.	12	Month	\$ _____	\$ _____
0003 (Option Year Three)	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein.	12	Month	\$ _____	\$ _____
0004 (Option Year Four)	Contractor shall provide Integrated Community Care in accordance with the Scope of Work herein.	12	Month	\$ _____	\$ _____

PRINT NAME OF CONTRACTOR

PRINT NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

D.C. Integrated Community Care Project

4

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
C.1	BACKGROUND	5
C.2	OVERVIEW	5
C.3	SCOPE OF WORK	7-11
C.4	DEFINITIONS	11
C.5	QUALIFICATIONS	11-13
C.6	DELIVERABLES	13-17

D.C. Integrated Community Care Project

5

SECTION C: BACKGROUND/OVERVIEW/SCOPE OF WORK**C.1 BACKGROUND**

At present, there are significant numbers of patients at Saint Elizabeths Hospital, who remain hospitalized because there is insufficient community capacity and resources to appropriately serve them. Consumers who shall be initially served through this Project are currently inpatients at Saint Elizabeths Hospital, who have clinically challenging needs that have not been met by the current community-based service system and financing structures. As a result, they have become long-term inpatients, which is an expensive and ineffective "solution" both for the individuals involved and the system. This requires that new community capacities, structures and resources be developed to support Consumers who can live in the community with adequate community supports thereby reducing their reliance on long-term inpatient care.

The Government of the District of Columbia, Department of Mental Health (DMH) is committed to providing an Integrated Care Model with a Case-Rate financing mechanism that promotes and supports individualized, flexible, effective and efficient services designed to assist these Consumers to function effectively in the community. To this end, DMH proposes a new funding model that incorporates an aggregate Case Rate that includes the continued use of the Mental Health Mental Health Rehabilitation Services (MHRS) fee for service structure. The goal of this financing structure is to provide the Vendor with the necessary resources and flexibility to integrate services as needed and defined by the consumer. The cost of all needed services is to be covered by the combination of the aggregated rate and reimbursement for MHRS services. The model also incorporates outcome measures and goals based on systemic values that are combined with incentives and shared saving to promote the delivery of high quality services with guidance, oversight and training provided by DMH. There is ample evidence that with creative, flexible, individualized approaches, these individuals can succeed in the community. The literature and experience of similar projects strongly support the potential for success.

This Project is important to DMH because it shall allow the service provider and consumers to achieve their full potential when provided with flexible funding, strong leadership, appropriate outcomes and clinical training.

C.2 OVERVIEW

DMH is seeking a Prospective Provider of Mental Health Services (Vendor) that shall utilize the Integrated Community Care Model to provide community treatment to Adults currently hospitalized at Saint Elizabeths Hospital for whom community based treatment would be possible with intensive, integrated services as described in the Scope of Work.

Based upon this Request for Proposal (RFP), DMH shall award a Contract that provides a Monthly Case Rate per Consumer on an annual basis for Integrated Community Care for slots supporting up to thirty (30) Adults that have currently been hospitalized at Saint

D.C. Integrated Community Care Project

6

Elizabeths Hospital in excess of six (6) months. The Vendor awarded this Contract as a result of this RFP shall provide Integrated Community Care Services, along with administrative and fiscal oversight. The Vendor is expected to manage these funds to ensure that the program participants achieve the stated outcomes.

As part of the RFP process all prospective Vendors shall be expected to submit an expected Case Rate per Consumer which shall become the Not to Exceed Cost of Care for all Consumers served through this project. For example, if there are thirty (30) individual Consumers enrolled in the project and the selected Vendor states that they can provide the care for \$1,200/year which equals a \$100/month, it is expected that the combination of funding from Local Dollars and funding reimbursement through MHRS shall not exceed this amount. Since it is a goal of this initiative to provide individualized services, DMH realizes that the distribution of contract dollars per Consumer enrolled in the project shall not be the same for each Consumer. The Vendor is expected to bill and use MHRS services when appropriate thereby having some Consumers that could require more or less amounts of funding reimbursements through MHRS at different times. The Case Rate is the amount per Consumer enrolled in the Project that is required to be used to cover all mental health costs and can be used to pay for anything that shall support the success of the consumer in the community. **The Case Rate shall not be expected to pay for services that are currently paid through Medicaid's Fee for Service program (such as Acute Voluntary Inpatient Care) or through Medicaid's Managed Care Organizations (MCOs).** For any of these services the selected Vendor would be required to bill through the above referenced structures.) The purpose of the Case Rate is twofold: first, since all payment sources are fungible, the Vendor shall make treatment and support decisions based on Consumer choice and need rather than on the basis of reimbursement potential; second, when the funding is available as an aggregated lump sum there is greater efficiency and flexibility of spending. Therefore, the optimum model is for a blended funding stream of all the key resources especially Medicaid and grant funding.

In addition, out of the monthly Case Rate, the selected Vendor shall be responsible for paying for inpatient care at Saint Elizabeths Hospital, services at Comprehensive Psychiatric Emergency Program (CPEP) and for Acute Care Services for an involuntary bed at a community hospital, which is funded by DMH.

C.2.1 Eligibility for Project Participants: The project shall consist of up to thirty (30) voluntary Adult Consumers who meet the eligibility criteria. The Vendor cannot serve more than thirty (30) Consumers at any one point in time without prior approval from DMH. DMH in partnership with Saint Elizabeths Hospital Treatment Staff shall make all referrals to the selected Vendor. To be eligible, a Consumer must meet all of the following criteria:

- Current Saint Elizabeths Hospital Inpatient with a length of stay of more than six (6) months or;

D.C. Integrated Community Care Project

7

- Current Saint Elizabeths Hospital Inpatient recently returned for Inpatient treatment after being discharged from a hospitalization of more than six (6) months or;
- Current Saint Elizabeths Hospital Inpatient with a history of three (3) or more Involuntary hospitalizations in the past year and;
- Meet clinical criteria: Axis I Diagnosis (other than exclusively substance abuse) and the history/clinical presentation meets criteria for LOCUS Level of Care IV
- Ability to provide informed consent and can agree to participate in project;
- Voluntarily accepts to participation in the project;
- Do not require twenty hour (24) Nursing Care and if a Forensic Inpatient must have the Court's approval

C.3 SCOPE OF WORK

C.3.1 Delivery of Services

The successful Vendor awarded this Contract shall provide Integrated Services and Supports for Adults enrolled in the Integrated Community Care Project. Service delivery is guided by the following Integrated Care Project Values:

- Commitment to the practice of unconditional care ("Whatever it takes");
- Commitment to the notion of "High Risk, High Support" (respect for the individual and their choices)
- A focus on recovery and successful community living
- A focus on individual and family strengths;
- A Consumer-driven process;
- An individualized approach with flexible services;
- An emphasis on serving consumers in their communities;
- A commitment to culturally and linguistically competent care;
- A process that uses integrated service delivery teams;
- An emphasis on use of natural supports and non-Mental Health related agencies/services, and
- A net result of cost-effectiveness and an outcome driven process.

The successful Vendor who is awarded this Contract shall:

- Attempt to enroll each Consumer whose name is referred by DMH
- Ensure that enrolling Consumers sign an agreement or make an equivalent representation which indicates his/her voluntary decision to participate in the project and an indication that the individual is competent to voluntarily enroll.

D.C. Integrated Community Care Project

8

This agreement is separate from and in addition to the MHRS required documents for enrollment.

- Be responsible for service delivery to the Consumer from the date of enrollment (the date the Consumer signs the agreement/makes the equivalent representation to participate in the project) until disenrollment occurs.
- Ensure that Consumers may disenroll from enrollment by voluntary decision or by disenrollment from MHRS per DMH Policy 525.2.

The following Integrated Community Care Service elements shall be required:

1. Integrated Community Based Individual Recovery Plan

The Integrated Community Based Individual Recovery Plan (IRP) reflects the Consumer's chosen goals for treatment, along with identifying the Consumer's chosen MCO for Medical Services and Supports to assist the Consumer in achieving those goals.

2. Integrated Community Care Team

The Vendor shall create a service delivery team for each Consumer participating in the project. This team is comprised of Direct Service Staff, the Consumer, the Consumer's family as requested and any advocates and/or any natural supports identified by the Consumer, along with representatives of other public and private agencies, who are delivering services to the Consumer and other persons influential in the Consumer's life that can be instrumental in developing effective services. The team is responsible for the Integrated Community Based Individual Recovery Plan.

3. Twenty Four (24) Hours per Day/Seven (7) Days per Week Availability

The Vendor shall provide twenty four (24) hours per day, seven (7) days a week crisis/emergency response to the enrolled Consumers. The Vendor shall assure that each Consumer has an individualized crisis and safety plan.

4. Relationship with the non-Mental Health Provider Community

The Integrated Community Care Team must have an ongoing awareness of the non-Mental Health Community resources that could potentially be useful to the Consumer and be able to develop positive relationships with these Providers in order to ensure access and quality services to the Consumer. The Integrated Community Care Team shall assure that Consumers exercise their right to informed choices concerning services and supports, along with informed choices with respect to the Provider(s) of such services.

5. Understanding of Informal Supports

In the initial assessment process, the Integrated Community Care Team shall work with the Consumer to identify strengths and needs, along with setting treatment goals that incorporate the use of natural and informal supports that can be integrated into the Individual Recovery Plan.

D.C. Integrated Community Care Project

9

6. Outcomes Focused Approach

The Integrated Community Based Individual Recovery Plan (IRP) shall be regularly evaluated by the Integrated Community Care Team and the Clinical Supervisor to determine the effectiveness of the IRP, while strengthening the Consumer's ability to achieve his/her desired goals.

C.3.2 Service Management

The Vendor shall directly provide or purchase an array of Medicaid and local dollar funded services and supports. Medicaid funded services are accessed via the DMH-operated MHRS system; the Vendor shall coordinate all access to these services. Non-Medicaid funded services include services paid under contracts between D.C. agencies and private providers. The Vendor shall ensure that these services are incorporated into the IRP and that existing Medicaid or MHRS reimbursable services are neither duplicative nor supplanted by Local-Dollar funded-services. The Vendor shall develop a network of nontraditional providers that can deliver services and supports that meet the needs of individual consumers as identified in the Integrated Community Based Individual Recovery Plan.

C.3.3 Responsibilities of Direct Service Staff

C.3.3.1 Direct Service Staff are expected to maintain a maximum caseload of eight (8) to ten (10) Consumers.

C.3.3.2 Direct Service Staff are required to assist the Consumer in scheduling a physical examination within forty eight (48) hours of enrollment and ensure that a comprehensive physical examination is completed within one (1) month of enrollment. Identified somatic health concerns are documented and addressed on an ongoing basis.

C.3.3.3 Direct Service Staff are required to meet with Consumers face-to-face as frequently as needed and no less than at least twice weekly for the initial thirty (30) days of enrollment and with a frequency based on clinically documented need thereafter, along with conducting Integrated Community Care Team meetings quarterly or as otherwise indicated by the Consumer's progress. A formal Integrated Community Based Individual Recovery Plan meeting with the Integrated Community Care Team is required within thirty (30) days of enrollment and at least every ninety (90) days thereafter.

C.3.3.4 Direct Service Staff must comply with all required documentation and data collection in support of the project's implementation and evaluation strategy.

C.3.3.5 Direct Service Staff must participate in training efforts provided by DMH.

D.C. Integrated Community Care Project

10

- C.3.3.6 Direct Service Staff must prepare and submit any reports to the Court for Court ordered/involved Consumers including appearing in Court to testify as needed.
- C.3.3.7 Direct Service Staff must document that all reasonable efforts are made to secure and maintain Medicaid eligibility for Medicaid eligible Consumers.
- C.3.3.8 Direct Service Staff must ensure that any new enrollee who receives MCO Medicaid benefits completes the conversion to Medicaid Fee for Service.

C.3.4 Responsibilities of Supervisors

Supervisors must not maintain an active caseload and shall be prepared to provide coverage for Consumers among the caseload maintained by Direct Service Staff under their supervision. In addition, Supervisors shall not supervise other programs within the agency. The role of the Supervisor is to support, train and supervise the Direct Service Staff. Supervisors must participate in training efforts funded by DMH.

C.3.5 Financial Management

- C.3.5.1 The agreed upon Case Rate shall be a combination of funding utilizing Local Dollars minus whatever Medicaid billable services are claimed through MHRS.
- C.3.5.2 Five percent (5%) of the agreed upon Case Rate shall be placed in an Incentive Pool which the Vendor can access via acceptable performance in Outcome Evaluations (Incentive). Incentive Pools shall be paid at 100% of the Incentive Pool for a Rating of "Excellent", 85% of the Incentive Pool for a Rating of "Good", 50% for a Rating of "Satisfactory" and 0% for a Rating less than "Satisfactory."
- C.3.5.3 The Case Rate shall be used to fund all of the project costs inclusive of administration, training and the development of new services for the project population.
- C.3.5.4 If the Case Rate funds are used to subsidize a Consumer's housing, the Consumer must be in housing that meets health and safety standards, along with applicable laws and regulations.
- C.3.5.5 The Vendor shall be responsible for paying for Inpatient Care at Saint Elizabeths Hospital, and for Acute Care Services for an involuntary admission to a DMH funded IMD hospital.

D.C. Integrated Community Care Project

11

C.3.5.6 The Vendor shall provide for Audits of the Project Funds as part of their audit process and repayment of any audit disallowances.

C.3.5.7 The Vendor shall be responsible for paying for four (4) days of a hospitalization at Saint Elizabeths Hospital, or at a DMH contracted IMD Community Hospital in which DMH authorized the admission. On the 5th day of a hospitalization, a Consumer is placed in an "Inactive Status" in which MHRS Services are still reimbursable, but for which no case rate dollars shall be paid until the consumer is "Reactivated." Consumers are "Reactivated" on the day of discharge from the hospital.

C.3.5.8 The Vendor's obligation to pay for a Consumer's services shall be terminated if it is determined that the consumer shall be hospitalized for longer than two (2) months or if it is determined that disenrollment is appropriate due clinical assessment that the Consumer is not appropriate for the project. These determinations shall be approved by DMH.

C.3.4 Applicable Documents

Item No.	Document Type	Title	Date
1		Foundations of Integrated Community Care	
2		Independent Evaluation	
3		Funding Methodology	
4			

C.4 DEFINITIONS

The following definitions apply to this RFP

- 1) "Consumer" means a person who uses mental health services and is eligible for MHRS services
- 2) "MHRS" means Mental Health Rehabilitation Services and refers to Medicaid reimbursable services in the DMH MHRS program
- 3) "Vendor" means a DMH certified Core Service Agency or a DMH certified specialty provider who can function as a clinical home

D.C. Integrated Community Care Project

12

- 4) "Case Rate" means the monthly prospective payment from DMH to the Provider which is a combination of MHRS and Local dollars not to exceed the maximum monthly rate.
- 5) "Direct Service Staff" means case managers, community support workers, certified addictions counselors, and other provider staff who engage in direct service activities with consumers.
- 6) "Enrollment" means the process by which the consumer agrees to accept the services of the provider in this project by signing an agreement or making an equivalent representation to participate. Enrollment is effective the date of signing the agreement or making the equivalent representation.

C.5 QUALIFICATIONS

- C.5.1 DMH seeks proposals from a Vendor who is a Certified Core Service Agency or a DMH Certified Specialty Providers of Mental Health Services, to provide Integrated Community Care to Adults hospitalized at St. Elizabeths Hospital, who can function as a "clinical home" and who are currently able to bill DMH through DMH's MHRS reimbursement system.
- C.5.2 The Vendor must have demonstrated knowledge/expertise in providing intensive, Integrated Community Care Services to Adults who have experienced lengthy in-patient care exposures.
- C.5.3 The Vendor must have prior experience working directly with Adults with serious and persistent mental illnesses, who require intensive supports, services and treatment to remain in community settings.
- C.5.4 The Vendor must have experience working with culturally diverse Consumers who may not be proficient in the English language.
- C.5.5 The Vendor must have prior experience developing and implementing Integrated Treatment Plans that involve collaborating with public and private service providers.
- C.5.6 The Vendor must have demonstrated experience in addressing Consumers needs in the following areas: Mental Health Assessment, Outpatient Mental Health Clinical Services, Psychiatric Inpatient Hospitalization, Medication Management, Employment, Community Living Skills, Housing and Housing supports, Advocacy, Family Support Services, linkage with Substance Abuse Services, Transportation, Crisis Services and Somatic Care.
- C.5.7 The Vendor must have the demonstrated capacity to initiate and implement the Integrated Community Care Project according to the time frame set forth by DMH.

D.C. Integrated Community Care Project

13

- C.5.8** The Vendor shall provide a workforce that reflects the cultural and linguistic diversity of the Consumers being served. Appropriate interpreter services must be secured, as needed, for Consumers who are not English language proficient.
- C.5.9** The Vendor must have in place a supportive workplace culture, personnel policies and supervisory practices that minimize Direct Services Staff turnover due to job stress. The Vendor must have as part of its supervision process the goal of individual staff professional development.
- C.5.10** The Vendor shall have a staff configuration that ensures successful service delivery that includes the provision of the needed array of formal and informal supports as identified in the Integrated Community Individual Recovery Plan. The Vendor shall have an administrative structure that provides appropriate clinical and operational supervision for Direct Service Staff.
- C.5.11** The Vendor shall have financial reserves sufficient to pay staff devoted to this project for a minimum of two (2) months
- C.5.12** Direct Service Staff hired by the Vendor must meet MHRS standards with respect to degrees and credentialing. At least one (1) Peer Specialist must be part of the Integrated Community Care staff and team
- C.5.13** Integrated Community Care Project Supervisors must have Case Management experience and meet requirements as a MHRS qualified practitioner.

C.6 DELIVERABLES

C.6.1 Program Requirements

- C.6.1.1** The Vendor must ensure that they adhere to the unique expectations of each phase.
- C.6.1.2** The Vendor must ensure that each Consumer has a Direct Service Staff assigned within twenty four (24) to seventy two (72) hours of enrollment and an Integrated Community Care Team meeting within thirty (30) days of enrollment.
- C.6.1.3** The Vendor must develop and implement an Integrated Community Based Individual Recovery Plan (IRP) within thirty (30) days of enrollment.
- C.6.1.4** The Vendor must ensure that the approach to services is aligned with the values of Integrated Community Care Project as depicted on Page 8 of this RFP.
- C.6.1.5** The Vendor must be able to identify community informal and formal

D.C. Integrated Community Care Project

14

supports to execute the Individual Recovery Plan (IRP).

C.6.1.6 The Vendor must provide twenty four (24) hours per day, seven (7) days per week crisis/emergency access and response to enrolled Consumers.

C.6.1.7 The Vendor must ensure Integrated Community Care Teams meet quarterly and assess the IRP, making modifications as appropriate.

C.6.1.8 The Vendor must ensure that the Integrated Community Based Individual Recovery Plan shall include an individualized service mix unique and responsive to the Consumer's strengths and needs using both formal services and natural supports.

C.6.1.9 The Vendor must ensure that all services to the Consumer are culturally and linguistically competent, including the work of the Integrated Community Care Team.

C.6.2 Staff Requirements

C.6.2.1 The Vendor shall ensure that an adequate number of Direct Service Staff are employed to adhere to the required caseload limit.

C.6.2.2 The Vendor shall ensure that adequate supervision of the Direct Service Staff occurs to support the values and elements of the Integrated Community Care model and clinical best practice.

C.6.2.3 The Vendor shall ensure that employees performing services under the Contract resulting from this RFP have ongoing training and staff development.

C.6.2.4 The Vendor shall ensure a supportive workplace culture that works to retain high quality personnel who interact directly with Consumers and their families.

C.6.2.5 The Vendor shall take active steps to ensure that the diversity of their workforce matches the diversity of the families served and that other aspects of culturally competent service delivery are implemented properly.

C.6.2.6 The Vendor shall ensure that staff understand and place high priority on engaging and maintaining the active involvement of Consumers as partners in their Integrated Community Based Individual Recovery Plans (IRP).

C.6.2.7 The Vendor shall have a plan for expanding staff and other organizational

D.C. Integrated Community Care Project

15

resources in order to serve an increasing number of cases as approved by DMH.

C.6.2.8 The Vendor shall ensure that all relevant staff, including executive leadership, management staff, Direct Service Staff and supervisors along with clinical staff participate in DMH funded training

C.6.2.9 The Vendor shall be responsible for specific data collection and record keeping tasks that are mandated.

C.6.3 Maintain Accurate and Complete Case Record Files

C.6.3.1 The Vendor shall establish a unique case file for each Consumer. The file shall contain documentation in compliance with MHRS standards.

C.6.3.2 Case record files shall be examined as part of the project oversight. The Vendor must maintain up to date and complete Case record files.

C.6.3.3 The Vendor shall ensure that work areas adequately comply with the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements; case records must not be publicly accessible nor in a public area of the workplace.

C.6.3.4 The Vendor shall retain all case records and other documents consistent with District of Columbia Government/DMH regulations, at its cost. Service records in any form generated or arising from the use of State funds provided under the Contract resulting from this RFP are the sole and exclusive property of DMH.

C.6.4 Enter/Update Case Information into DMH Case Management Database

The Vendor shall be expected to complete fields in the eCura database including, but not limited to enrollment and authorization information. In addition, other information may be collected in databases, spreadsheets, or other electronic format.

C.6.5 Evaluation

On an Annual Basis the Vendor's performance shall be evaluated according to the following outcome categories.

- Enrollment and Disenrollment
- Housing Acquisition and Retention with sub-category for independent housing
- Employment (number of enrolled Consumer with competitive jobs)
- Education (literacy classes, GED preparation, college, vocational courses, etc)
- Linkage and follow-up with somatic medical care

D.C. Integrated Community Care Project

16

- Success in meeting needs identified by Consumer
- Linkages with families when appropriate
- Psychiatric hospital bed days used (including acute care paid through Medicaid's Fee for Service structure)
- Nights spent by Consumers homeless or in homeless shelter
- Jail use by number of days
- Visits to Psychiatric Emergency Rooms (including CPEP)
- Client and family satisfaction
- Linkage and follow-up with substance abuse treatment
- Consumer and family satisfaction
- Timely and accurate submission of required data and reports
- Maximizing Medicaid reimbursement
- Community Tenure (in months)

The actual definitions and performance measures shall be appended to the Contract resulting from this RFP after discussions with the Vendor. Evaluation methodology shall include data review, medical record review and interviews with Consumers and their families. The results of the evaluation shall be reported in an aggregate score which shall be used to determine incentive awards and retention of any savings.

C.6.6 Periodic Reporting

The Vendor shall be required to submit by the tenth of each month a written report in hard and soft copy that includes all Consumers enrolled in and discharged from the Integrated Community Care Project, along with the number of Consumers enrolled for the period, the number of Acute Care admissions with lengths of stay, the number of Consumers seen for medical care, the number of Consumers who retained housing, the number of Consumers who were homeless with lengths of homelessness, days incarcerated and number of Consumers employed or engaged in an educational activity. In addition, monthly reports shall include aggregate expenditures and expenditures per Consumer of Case Rate funds. On a quarterly and annual basis, the Vendor shall report on performance according to the above evaluation measures. DMH may require that the Vendor produce additional reporting on a schedule to be negotiated with the Vendor.

C.6.7 Fiscal Requirements

- C.6.7.1** The Vendor must deliver Integrated Community Care services within the rate that is established in the Contract resulting from this RFP.
- C.6.7.2** The Vendor's proposed budget must be fair and reasonable relating to the costs required to perform the Integrated Community Care services for the number of Consumers to be served.

D.C. Integrated Community Care Project

17

- C.6.7.3** The Vendor shall maintain effective fiscal and program management in order to ensure cost effectiveness in the delivery of services and adherence to the established budget.
- C.6.7.4** Expenditure of Case Rate funds shall include documentation that the Vendor has exhausted all other community resources for providing these services without expenditure of funding by Local Dollars and/or that the expenditure of Case Rate funds does not duplicate District dollars already obligated for the Consumer under a Contract through other District of Columbia Government Agencies.

D.C. Integrated Community Care Project

18

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
D.1	PACKAGING AND MARKING	19
D.2	POSTAGE AND MAILING FEES	19

D.C. Integrated Community Care Project

19

SECTION D: PACKAGING AND MARKING

D.1 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 J.1.1

D.2 POSTAGE AND MAILING FEES

Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

***** END OF SECTION D *****

D.C. Integrated Community Care Project

20

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
E.1	GENERAL PROVISIONS	21
E.2	CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES	21-22

SECTION E: INSPECTION AND ACCEPTANCE

E.1 GENERAL PROVISIONS

The inspection and acceptance requirements for the Contract shall be governed by clause number six (6), 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 J.1.

**E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM
REQUIRED SERVICES**

E.2.1 The Contractor shall be held to the full performance of the contract. The District shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

E.2.4.1 Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the contract;

E.2.4.2 May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District;

E.2.4.3 May, at its option, perform the services by District personnel or other means.

E.2.5 In the case of unsatisfactory work, the District:

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;

D.C. Integrated Community Care Project

22

- E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District.

***** END OF SECTION E *****

D.C. Integrated Community Care Project

23

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
F.1	CONTRACT TYPE	24
F.2	PERIOD OF PERFORMANCE (POP)/TERM OF CONTRACT	24
F.3	OPTION PERIOD CONTRACT	24
F.4	OPTION TO EXTEND THE TERM OF CONTRACT	24

D.C. Integrated Community Care Project

24

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates to award a Firm Fixed Price Contract.

F.2 PERIOD OF PERFORMANCE

F.2.1 The Period of Performance (POP) for this Contract shall be One (1) Year from Date of Award with Four (4) One Year Option Periods.

F.3 OPTION PERIOD

F.3.1 The District shall extend the POP of this Contract by exercising up to Four (4) One Year Option Periods or a fraction thereof.

F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.4.1 The District shall extend the term of this Contract for a period of Four (4) 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 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 at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) 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.

****END OF SECTION F****

D.C. Integrated Community Care Project

25

SECTION G**CONTRACT ADMINISTRATION DATA****TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
G.1	INVOICE PAYMENT	26
G.2	INVOICE SUBMITTAL FOR FINAL PAYMENT	26
G.3	FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT	26
G.4	ASSIGNMENTS OF CONTRACT PAYMENTS	26
G.5	AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)	27
G.6	AUTHORIZED CHANGES BY THE DIRECTOR/ACCO	27
G.7	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	28

D.C. Integrated Community Care Project

26

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 BILLING AND PAYMENT

G.1.1 The District shall make payments to the Contractor 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.1.2 Contractor shall submit its invoices in the eCura system. The District shall provide a code set to Contractor to use in its invoice submissions. Contractor shall complete a mandatory training session on the code set and billing process prior to rendering services under the Contract. The District shall provide access to eCura at no cost to the Contractor. Transactions of encounters entered into the eCura system shall be reimbursed up to the spending limits of the Purchase Order issued to support the Contract. Encounters entered into the eCura system shall be batched weekly and submitted for payment to ensure compliance with the Quick Payment Act (see Section G.8, below). Contractor shall receive a billing code for this service upon receipt of an award. Local dollars shall be used to support this contracted service.

G.1.3 The District shall pay the amount due the Contractor under this contract after completion and acceptance of all work, and submission of proper billing information through eCura.

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 Agency Chief 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 shall 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

D.C. Integrated Community Care Project

27

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 Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO). The address and telephone number of the Director/ACCO is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, 4th Floor
Washington, DC 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 Agency Chief 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.

D.C. Integrated Community Care Project

28

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

G.7.1 The COTR is responsible for general administration of the Contract and advising the Agency Chief 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 shall be specified in the Contract. The COTR for this Contract is:

Name:	Alexis Haynes
Title:	Director of Care Coordination Office of Programs and Policy
Agency:	Department of Mental Health
Address	64 New York Avenue, N.E., 4 th Floor
Telephone:	(202) 673-2061

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, shall be denied compensation or other relief for any additional work performed that is not so authorized, and shall also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

****END OF SECTION G****

D.C. Integrated Community Care Project

29

SECTION H
SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
H.1	HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES	31
H.2	DEPARTMENT OF LABOR WAGE DETERMINATIONS	31
H.3	PUBLICITY	31
H.4	51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT	32-34
H.5	PROTECTION OF PROPERTY	34
H.6	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	34
H.7	SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED	34
H.8	CONTRACTOR RESPONSIBILITIES OF 1973, AS AMENDED	34
H.9	LIQUIDATED DAMAGES	34

D.C. Integrated Community Care Project

30

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 subcontracts 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. 2005-2103, Rev. 4, dated July 5, 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 shall be entitled to an equitable adjustment. The Department of Employment Services may adjust the living wage annually and the District's Office of Contracting and Procurement (OCP) will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment. **Offerors are encouraged to check the Living Wage Act link on OCP's website prior to submitting proposals.**

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 subcontractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of

D.C. Integrated Community Care Project

31

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.

D.C. Integrated Community Care Project

32

- 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.4.4 of this clause, or
 - (2) Submit a request to the Agency Chief Contracting Officer for a waiver of compliance with section H.4.4 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.4.6.
- H.4.6** The Agency Chief Contracting Officer shall waive the provisions of section H.4.4 if the 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, Culpepper, 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.4.5 and H.4.6, the Agency Chief Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 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 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.

D.C. Integrated Community Care Project

33

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, shall 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 shall 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.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofits.

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 the Contract, this Contractor and any of its subcontractors 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 this Contract, the Contractor and any of its subcontractors 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 \$1000.00 per day against the Contractor until such time that 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 responsive and responsible Contractor.

D.C. Integrated Community Care Project

34

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.

****END OF SECTION H****

EXHIBIT I

PART 2

D.C. Integrated Community Care Project

35

SECTION I**CONTRACT CLAUSES****TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
I.1	APPLICABILITY OF STANDARD CONTRACT PROVISIONS	36
I.2	CONTRACTS THAT CROSS FISCAL YEARS	36
I.3	CONFIDENTIALITY OF INFORMATION	36
I.4	TIME	36
I.5	RESTRICTION ON DISCLOSURE AND USE OF DATA	36-37
I.6	RIGHTS IN DATA	37-40
I.7	OTHER CONTRACTORS	40
I.8	SUBCONTRACTS	40
I.9	CONTINUITY OF SERVICES	40-41
I.10	INSURANCE	41
I.11	EQUAL EMPLOYMENT OPPORTUNITY	41
I.12	ORDER OF PRECEDENCE	42
I.13	CONTRACTS IN EXCESS OF ONE MILLION DOLLARS	42

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

Providers 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 Provider 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

D.C. Integrated Community Care Project

37

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 shall 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 shall, 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 shall 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 shall be either machine-dependent or machine-independent, and shall 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.

D.C. Integrated Community Care Project

38

- I.6.5** Any data derived from 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 shall 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 shall 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 shall be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.** 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 shall be transferred by the District;
- I.6.6.2** 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;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and,
- I.6.6.4** 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

D.C. Integrated Community Care Project

39

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 shall 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 Agency Chief 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 subcontractor under this Contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor 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

D.C. Integrated Community Care Project

40

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 herewith, 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.6.12 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 shall interfere with the performance of work by another District Contractor or by any District employee.

I.8 **SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract 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, shall continue to provide these services. To that end, the Contractor agrees to:

D.C. Integrated Community Care Project

41

I.9.1.1 Furnish phase-out, phase-in (transition) training; and

I.9.1.2 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.10.2 Property 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 District's 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.

D.C. Integrated Community Care Project

42

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 Provider who has not satisfied the equal employment requirements as set forth by equal employment requirements.

I.12 ORDER OF PRECEDENCE

A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence priority the documents that are incorporated into this Contract by reference and made a part of the Contract:

1. Contract Sections A through M of this Contract
2. Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)
3. Wage Determination No. 2005-2103 (Revision No. 4, July 05, 2007) (Attachment J.2).
4. Best and Final Offer dated March 14, 2008
5. Request for Proposal submission dated January 4, 2008
6. Request for Proposal Number RM-08-N-0051-VM

This Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written contract.

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.

****END OF SECTION I****

D.C. Integrated Community Care Project

43

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. 2005-2103, Rev. 4, dated July 5, 2007
- 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** The Foundations of Integrated Community Care
- J.9** Cultural Competence Self-Assessment
- J.10** References
- J.11** Proposed Budget Format and Content
- J.12** Funding Methodology

***** END OF SECTION J *****

D.C. Integrated Community Care Project

44

SECTION K**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS****TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
K.1	AUTHORIZED NEGOTIATORS	45
K.2	TYPE OF BUSINESS ORGANIZATION	45
K.3	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS	46
K.4	BUY AMERICAN CERTIFICATION	46
K.5	DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION	47
K.6	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	47-48
K.7	TAX CERTIFICATION	48

D.C. Integrated Community Care Project

45

SECTION K:
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
PROVIDERS

K.1 AUTHORIZED NEGOTIATORS

The Provider 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 Provider, by checking the applicable box, represents that
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 Provider 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 shall result in rejection of the Provider for a Contract subject to the order. I hereby certify that I am fully

D.C. Integrated Community Care Project

46

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.

Vendor _____ Date _____

Name _____ Title _____

Signature _____

Vendor ___ has ___ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Provider ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Vendor. (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 Provider 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 Provider shall check one of the following:

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

_____ The following person(s) listed in Clause 17 shall 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 Provider is considered to be a certification by the signatory that:

D.C. Integrated Community Care Project

47

- 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 Vendor or competitor relating to:
 - (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 shall not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Vendor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

K. Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Vendor's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2)

K. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall 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 Provider's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

If the Vendor deletes or modifies subparagraph (a)(2) above, the Provider must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

D.C. Integrated Community Care Project

48

K.7 TAX CERTIFICATION

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

****END OF SECTION K****

D.C. Integrated Community Care Project

49

SECTION L**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****TABLE OF CONTENTS**

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
L.1	CONTRACT AWARD	51
L.2	PROPOSAL FORM, ORGANIZATION AND CONTENT	51
L.3	MANDATORY INFORMATIONAL CONFERENCE	51
L.4	OPTIONAL PRE-PROPOSAL CONFERENCE	51
L.5	PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS	52-53
L.6	EXPLANATION TO PROSPECTIVE OFFERORS	53
L.7	FAILURE TO SUBMIT OFFERS	54
L.8	RESTRICTION ON DISCLOSURE AND USE OF DATA	54
L.9	PROPOSALS WITH OPTIONS YEARS	54
L.10	PROPOSAL PROTESTS	54
L.11	SIGNING OF OFFERS	55
L.12	UNNECESSARILY ELABORATE PROPOSALS	55
L.13	RETENTION OF PROPOSALS	55
L.14	PROPOSAL COSTS	55

D.C. Integrated Community Care Project

50

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS, CONTINUED

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
L.15	ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS	55
L.16	CERTIFICATES OF INSURANCE	55
L.17	ACKNOWLEDGMENT OF AMENDMENTS	56
L.18	BEST AND FINAL OFFERS	56
L.19	KEY PERSONNEL	56
L.20	ACCEPTANCE PERIOD	56
L.21	LEGAL STATUS OF CONTRACTOR	57
L.22	FAMILIARIZATION WITH CONDITIONS	57
L.23	STANDARDS OF RESPONSIBILITY	57-58

D.C. Integrated Community Care Project

51

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS**L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the District**

The District intends to award a single Contract resulting from this solicitation to the responsive and responsible Vendor whose offer conforming to the solicitation shall be most advantageous and in the best interest to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District shall award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Vendor'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 shall 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 Vendor)".

(Vendors are directed to the specific Proposal Evaluation Criteria found in Section M of this solicitation, Evaluation Factors. The Vendor shall respond to each factor in a way that shall allow the District to evaluate the Provider's response. The Vendor 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.2.1 The Technical Proposal shall be no more than 20 single-spaced pages. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and will not review or evaluate such pages. This page limitation does not apply to resumes of proposed staff. Contractor shall address the following:

L.3 RESERVED**L.4 OPTIONAL PRE-PROPOSAL CONFERENCE SHALL BE HELD ON JULY 30, 2008 AT 12:30 P.M. AT THE DEPARTMENT OF MENTAL**

D.C. Integrated Community Care Project

52

**HEALTH, 64 NEW YORK AVENUE, N.E., WASHINGTON, D.C. 20002,
4TH FLOOR TRAINING ROOM**

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE
SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR
MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.5.1 Proposal Submission

**PROPOSALS shall be submitted NO LATER THAN 3:00 P.M. EDT. on
AUGUST 25, 2008 to the following address AND CLEARLY MARKED
THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER:**

**Department of Mental Health
64 New York Avenue, N.E.
Contracts 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 Agency Chief 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.5.2 Withdrawal or Modification of Proposals

A Vendor shall 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.5.3 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

D.C. Integrated Community Care Project

53

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 Provider can furnish evidence from the postal authorities of timely mailing.

L.5.4 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 shall be accepted.

L.5.5 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.6 EXPLANATION TO PROSPECTIVE PROVIDERS

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

L.7 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/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,

D.C. Integrated Community Care Project

54

Department of Mental Health that future solicitations are desired, the recipient's name shall be removed from the applicable mailing list.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Providers 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 Vendor as a result of or in connection with the submission of this data, the District 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 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.8.2 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.9 PROPOSALS WITH OPTIONS YEARS

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

L.10 PROPOSAL PROTESTS

Any actual or prospective Vendor 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

D.C. Integrated Community Care Project

55

person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.11 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.12 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 shall be construed as an indication of the Provider's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.13 RETENTION OF PROPOSALS

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

L.14 PROPOSAL COSTS

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

L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Vendor shall 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.16 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.

D.C. Integrated Community Care Project

56

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

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The Vendor 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. Providers failure to acknowledge an amendment shall result in rejection of the offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Vendors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall 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 shall 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 Providers still within the competitive range.

L.19 KEY PERSONNEL

The Vendor 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 shall 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). Resumes are not counted toward the 20 page limit applicable to technical proposals.

D.C. Integrated Community Care Project

57

L.20 ACCEPTANCE PERIOD

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

L.21 LEGAL STATUS OF PROVIDER

Each proposal must provide the following information:

L.21.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Provider;

L.21.2 A copy of each District of Columbia license, registration or certification that the Vendor is required by law to obtain. This mandate also requires the Provider to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Vendor is required by law to make such certification. If the Vendor 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.21.3 If the Vendor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.22 FAMILIARIZATION WITH CONDITIONS

Vendors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that shall be encountered, and the conditions under which work is to be accomplished. Contractors shall 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.23 STANDARDS OF RESPONSIBILITY

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

L.23.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.

D.C. Integrated Community Care Project

58

- L.23.2** 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.23.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.23.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.23.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.23.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.23.8** If the prospective Contractor fails to supply the information requested, the Director, Contracts and Procurement/Agency Chief 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.

****END OF SECTION L****

D.C. Integrated Community Care Project

59

SECTION M
EVALUATION FACTORS FOR AWARD

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
M.1	EVALUATION FOR AWARD	60
M.2	TECHNICAL RATING	60
M.3	EVALUATION STANDARDS	60-61
M.4	CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS	62
M.5	PREFERENCES	

D.C. Integrated Community Care Project

60

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

The Contract shall be awarded to the response/responsible Vendor 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:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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 shall be correctable
60-69	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which shall 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 Vendors for Contract awards shall be based on an evaluation of proposals against the following factors:

M.3.1 TECHNICAL CRITERIA**Business Capability****(90 POINTS)****POINTS**

A. Provider demonstrates experience and past performance delivering Integrated Community Care demonstrating adherence to the values and foundations of Integrated Community Care.

15

D.C. Integrated Community Care Project

61

- B. Provider demonstrates D.C. experience and past performance providing integrated community based services to the population targeted by the Integrated Community Care Project and effective collaborations and relationships with District providers and community organizations who serve this population. 15
- C. Provider demonstrates detailed program plan outlining Integrated Community Care Services and utilization of a diverse, culturally and linguistically competent network of traditional and nontraditional service providers. 10
- D. Provider demonstrates proposed plan for engaging and involving consumers who have experienced lengthy hospitalizations in the creation of the Integrated Community Care Team and development of the Integrated Community Individual Recovery Plan and its implementation. 20
- E. Provider demonstrates proposed staffing plan, the experience and responsibilities of current and needed staff in fulfilling the deliverables. 15
- F. Provider demonstrates plan to collect and analyze information to report program activity and program effectiveness in meeting required performance measures. 15

M.3.2 PRICE/COST**(10 POINTS)**

The price evaluation shall be objective. The Provider with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Provider's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{Cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.3.3 PREFERENCE**(0-12 POINTS)****M.3.4 TOTAL****(0-112 POINTS)**

D.C. Integrated Community Care Project

62

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 shall 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 shall 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

M.5 PREFERENCES

M.5.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged BusinessEnterprise Development and Assistance Act of 2005", D.C. Official Code §2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

- M.5.2** For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

D.C. Integrated Community Care Project

63

- M.5.2.1** Any Prime Contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this RFP.
- M.5.2.2** Any Prime Contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any Prime Contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten (10) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any Prime Contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.2.5** Any Prime Contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.2.6** Any Prime Contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.3** **MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the Prime Contractor with certified business enterprises..

D.C. Integrated Community Care Project

64

M.5.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a Prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 VENDOR SUBMISSION FOR PREFERENCES

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

1) Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

2) Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.5.47 An Offeror can receive a maximum of 112 points (100 maximum points for the Technical, Price and Past Performance Evaluations, and up to 12 additional points for allowable preferences as outlined in Section M.6.)

****END OF SECTION M****

EXHIBIT J

DMH MHRS Claims Position Report _052208

Page 1 of 2

Dates of Service from Contract Start Date through 9/30/2007 - As of 8/11/08 Processing Date

FY 2007	*FY2007 Task Order Allocations	Total FY 07 Claim Batch Receipts	Exception Report Claims	Unduplicated Claims Receipts**	Excep %	Adjud Denials	Denial %	Approved Claims Pending Warrant	FY 2007 Warranted a/o 3/31/08	FY 2007 SOAR Payments a/o 3/31/08	Variance - SOAR Payment to Warrant	SOAR Payment Amt as a % of Allocation	Medicaid FFP	Medicaid Local Match	Local-Lo Funds
Affordable Behavioral	327,793	343,519	2,562	340,957	1%	37,880	11%	0	303,077	303,077	(0)	92%	178,008	76,289	48,7
Anchor Mental Health Association, Inc	2,332,726	2,960,112	82,948	2,877,164	3%	544,439	19%	0	2,332,726	2,332,726	0	100%	1,415,113	606,477	311,1
CARECO Mental Health Services, Inc	340,000	310,287	3,851	306,436	1%	6,848	2%	0	299,588	299,588	0	88%	195,276	83,690	20,6
Center for Multi-cultural	172,067	29,292	1,809	27,483	6%	7,210	26%	0	20,273	20,273	0	12%	10,090	4,324	5,6
Center for Therapeutic Concepts CTC	227,326	215,154	8,694	206,460	4%	13,160	6%	0	193,300	193,300	0	85%	104,514	44,792	43,9
Children's National Medical Ctr	500	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
Coates & Lane Enterprises INC	60,000	7,853	1,723	6,130	22%	1,306	21%	0	4,824	4,824	0	8%	2,364	1,013	1,4
Community Connections, Inc.	8,548,879	8,920,289	335,046	8,585,243	4%	51,871	1%	0	8,533,372	8,533,372	(0)	100%	5,408,403	2,317,887	807,6
Deaf - REACH, Specialty Services	347,766	406,118	8,501	397,617	2%	93,051	23%	0	304,566	304,566	(0)	88%	193,765	83,042	27,7
Family and Child Services	1	1,371	0	1,371	0%	1,371	100%	0	0	0	0	0%	0	0	0
Family Preservation Services	2,771,114	1,715,940	18,938	1,697,002	1%	16,066	1%	0	1,680,936	1,680,936	(0)	61%	898,804	385,202	396,9
Fihankra Place	161,571	274,948	4,596	270,352	2%	124,963	46%	0	145,389	145,389	0	90%	99,292	42,554	3,6
First Home Care Corporation	4,703,733	6,232,039	115,539	6,116,500	2%	1,617,182	26%	0	4,499,318	4,499,318	0	96%	2,624,330	1,124,713	750,2
Gateway Services Management	1	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
Georgetown Mobile Outreach	12,000	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
Greater Washington Urban League	124,200	63,440	4,084	59,356	6%	44,309	75%	0	15,047	15,047	(0)	12%	6,786	2,908	5,3
Green Door	5,160,852	5,512,960	58,510	5,454,450	1%	296,405	5%	0	5,158,045	5,158,045	(0)	100%	3,159,251	1,353,965	644,6
Hillcrest Children's Center**	41,904	45,760	2,466	43,294	5%	1,390	3%	0	41,904	41,904	0	100%	20,928	8,969	12,6
House of Goshen	500	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
Integrated Behavior Services Group	1	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
JoMab	1	1	0	1	0%	1	100%	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%	635,447	272,334	38,6
Latin America Youth Center	218,932	124,345	1,159	123,186	1%	15,866	13%	0	107,320	107,320	0	49%	41,924	17,968	47,4
Life Stride, Inc	2,919,821	2,604,356	106,775	2,497,581	4%	541,138	22%	0	1,956,443	1,956,443	0	67%	1,133,246	485,677	337,9
Lil Blue House	1	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
Mary's Center for Maternal and Child Care, Inc	80,828	70,441	370	70,071	1%	17,418	25%	0	52,653	52,653	(0)	65%	3,452	1,480	47,7
McClendon Center, Specialty Services	822,168	449,767	2,094	447,673	0%	105,323	24%	0	342,350	305,203	(37,147)	42%	139,880	59,948	142,9
MD/DC Family Resources	839,742	1,021,229	33,439	987,790	3%	231,253	23%	0	756,537	756,537	0	90%	519,945	222,834	13,7
Neighbors Consejo	72,377	74,764	2,849	71,915	4%	4,733	7%	0	67,182	67,182	(0)	93%	1,643	704	64,6
Pathways to Housing D.C., Specialty Services	981,638	820,537	18,246	802,291	2%	59,433	7%	0	742,858	742,858	0	76%	510,119	218,623	14,1
Planned Parenthood of Metro DC	76,043	99,535	15,429	84,106	16%	8,063	10%	0	76,043	76,043	0	100%	52,799	22,628	6
Pride Youth Service, Inc, PYS	41,913	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
Progressive Life Center, Inc.	1	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
PCS for Student Support Services	500	1	0	1	0%	1	100%	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%	16,882	7,235	2
Psychiatric Institute of Washington	46,962	94,849	26,411	68,438	28%	21,476	31%	0	46,962	46,962	0	100%	1,936	830	44,1
Psychiatric Center Chartered	647,547	483,181	192,759	290,422	40%	11,191	4%	0	279,231	279,231	0	43%	137,266	58,828	83,1
Psychotherapeutic Outreach Services	1,448,303	1,362,624	101,523	1,261,101	7%	357,157	28%	0	903,944	903,944	0	62%	571,138	244,774	88,6
Riverside Treatment Services, Inc	1	1	0	1	0%	1	100%	0	0	0	0	0%	0	0	0
SAGA	56,610	25,748	9,668	16,080	38%	7,598	47%	0	8,482	8,482	(0)	15%	5,615	2,407	4
Scruples Corporation	939,911	983,602	44,552	939,050	5%	179,932	19%	0	759,118	759,118	(0)	81%	500,792	214,625	43,7
St. Paul Baptist Church	80,380	82,247	1,734	80,513	2%	133	0%	0	80,380	80,380	0	100%	32,755	14,038	33,9
Wade & Wade	12,000	805	0	805	0%	1	0%	0	804	0	(804)	7%	0	0	6
Unity Health Care, Inc.	150,000	61,456	9,288	52,168	15%	10,189	20%	0	41,979	41,979	0	28%	20,874	8,946	12,1
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%	1,161,999	497,999	189,3
Volunteers of America Chesapeake	500	2,511	444	2,067	18%	2,067	100%	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	1,453,803	(0)	88%	876,201	375,515	202,6
Woodley House, Inc.	413,331	448,819	67,599	381,220	15%	33,973	9%	0	347,247	347,247	0	84%	185,067	79,314	82,6
Youth Villages	1,500,000	2,006,990	32,605	1,974,385	2%	522,393	26%	0	1,451,992	1,451,992	(0)	97%	481,126	206,197	764,6
	41,399,817	45,193,034	1,615,041	43,577,993	4%	7,750,203	18%	0	35,827,790	35,789,837	(37,953)	87%	21,347,029	9,148,727	5,332,6
DCCSA		8,463,881	241,874	8,222,007	3%	1,196,573	15%	256,205	6,769,229	0	0		3,916,891	1,678,667	1,173,6
DMH CPEP		3,829,070	116,647	3,712,423	3%	7,335	0%	6,296	3,698,992	0	0		1,746,105	748,331	1,204,3
All MHRS Provider Totals		57,485,985	1,973,561	55,512,424		8,954,111		262,501	46,295,811				22,984,482	11,575,725	7,710,6

FY07 Medicaid FFP Amount to Date

22,984,482

100%

FY07 Medicaid FFP Reimbursed to Date

Less 20,363,734

89%

Outstanding FY07 Medicaid FFP Accts Receivable

= 2,620,748

11%

*FY2007 Allocations in SOAR updated 10/30/2007

EXHIBIT K

FY08 MHRS Claims Status Report

Page 1 of 1

8/26/2008

FY08		Total MHRS Claims Processed through 8/8/2008					OCT07 & LOCAL		MEDICAID Pass-Thru Claims Status - As of 8/8/2008 Process Date					ACS/MAA 8/16/08 Remittance				
	FY2008 OCT/LOCAL PO Allocations	Claims Batch Receipts	DMH Exception Report Rejects	Unduplicated Claims Receipts**	DMH Denials	% - DMH Denial	Total Approved Claims	FY08 - OCT2007 & LOCAL Warrants a/o 8/8/08	% - Alloc Paid	Medicaid Pass-thru Claims Approved in eCura	TU Modifier Claims Excluded from 837 Extract	% - Pass thru Excluded	Medicaid Pass-thru Claims - 837 Billed to ACS/MAA	Medicaid FFP of 837 Billed	Medicaid Local Match of 837 Billed	Suspends & Denied by ACS/MAA YTD	Amount Payable by ACS/MAA YTD	% - Pass thru Paid-MAA
Affordable Behavioral	25,607	355,450	56,323	299,127	25,952	9%	273,175	24,987	98%	248,188	0	0%	248,188	173,732	74,456	109,400	230,131	93%
Anchor Mental Health Association, Inc	1,230,400	2,011,454	52,358	1,959,096	146,844	7%	1,812,252	583,537	47%	1,228,715	1,112	0%	1,227,603	859,322	368,281	696,903	924,486	75%
CARECO Mental Health Services, Inc	116,775	262,256	25,798	236,458	43,789	19%	192,669	39,302	34%	153,367	230	0%	153,137	107,196	45,941	13,978	135,166	88%
Center for Multi-cultural	122,373	16,219	3,849	12,370	244	2%	12,126	9,150	7%	2,976	0	0%	2,976	2,083	893	6,571	2,437	82%
Center for Therapeutic Concepts CT	27,124	220,837	19,594	201,243	42,176	21%	159,067	20,699	76%	138,368	483	0%	137,885	96,520	41,366	83,890	137,608	99.8%
Children's National Medical Ctr	1	1	0	1	1				0%	0	0			0	0	0		
Coates & Lane Enterprises INC	5,358	1,689	0	1,689	342	20%	1,347	1,347	25%	0	0			0	0	0		
Community Connections, Inc.	2,416,897	7,169,536	339,682	6,829,854	54,808	1%	6,775,046	2,308,498	96%	4,466,548	12,889	0%	4,453,659	3,117,561	1,336,098	3,370,529	3,915,089	88%
Deaf - REACH, Specialty Services	189,437	462,149	88,048	374,101	104,781	28%	269,320	54,247	29%	215,073	0	0%	215,073	150,551	64,522	205,870	114,026	53%
Family and Child Services	47,114	54,049	4,631	49,418	31,519	64%	17,899	16	0%	17,883	0	0%	17,883	12,518	5,365	10,393	357	2%
Family Preservation Services	462,076	1,497,106	97,433	1,399,673	255,377	18%	1,144,296	274,540	59%	869,756	0	0%	869,756	608,829	260,927	376,103	672,265	77%
Fihankra Place	38,480	125,979	52,975	73,004	11,536	16%	61,468	19,515	51%	41,953	0	0%	41,953	29,367	12,586	17,545	18,137	43%
First Home Care Corporation	513,642	3,635,039	556,656	3,078,383	454,843	15%	2,623,540	400,423	78%	2,223,117	248,295	11%	1,974,822	1,382,375	592,447	1,121,474	1,776,462	90%
Gateway Services Management	1	1	0	1	1				0%	0	0			0	0	0		
Georgetown Mobile Outreach	5,000	1	0	1	1				0%	0	0			0	0	0		
Greater Washington Urban League	42,258	49,865	6,814	43,051	14,170	33%	28,881	15,044	36%	13,837	161	1%	13,676	9,573	4,103	7,620	6,058	44%
Green Door	2,164,516	4,479,894	343,576	4,136,318	317,008	8%	3,819,310	1,463,424	68%	2,355,886	1,047	0%	2,354,839	1,648,387	706,452	826,692	2,173,219	92%
Hillcrest Children's Center	9,559	9,007	1,016	7,991	211	3%	7,780	1,502	16%	6,278	0	0%	6,278	4,395	1,883	195	5,195	83%
House of Goshen	1	1	0	1	1				0%	0	0			0	0	0		
Integrated Behavior Services Group	3,155	55,565	7,791	47,774	14,187	30%	33,587	0	0%	33,587	0	0%	33,587	23,511	10,076	Not Recv'd	17,592	52%
JoMab	5,000	1	0	1	1				0%	0	0			0	0	0		
KIDD International	203,467	1,359,433	195,627	1,163,806	203,274	17%	960,532	200,399	98%	760,133	0	0%	760,133	532,093	228,040	315,511	713,932	94%
Latin America Youth Center	115,927	78,710	4,137	74,573	16,224	22%	58,349	30,564	26%	27,785	0	0%	27,785	19,450	8,336	31,543	11,990	43%
Life Stride, Inc	535,169	1,478,845	159,603	1,319,242	268,700	20%	1,050,542	337,835	63%	712,707	0	0%	712,707	498,895	213,812	83,779	418,483	59%
Mary's Center for Maternal and Child	114,118	36,096	988	35,108	9,210	26%	25,898	24,968	22%	930	0		930	651	279	130	186	20%
McClendon Center, Specialty Services	669,653	776,736	86,877	689,859	33,783	5%	656,076	362,975	54%	293,101	0	0%	293,101	205,171	87,930	344,499	231,939	79%
MD/DC Family Resources	285,900	944,834	140,244	804,590	51,571	6%	753,019	70,498	25%	682,521	0	0%	682,521	477,765	204,756	Not Recv'd	610,557	89%
Neighbors Consejo	152,584	59,635	3,233	48,923	13,796	28%	42,606	41,306	27%	1,300	164	0%	1,136	795	341	616	356	31%
Pathways to Housing D.C., Specialty	203,916	1,633,834	174,263	1,459,571	240,921	17%	1,218,650	194,792	96%	1,023,858	0	0%	1,023,858	716,701	307,157	875,815	743,506	73%
PCS for Student Support Services	17,102	1	0	1	1				0%	0	0			0	0	0		
Pride Youth Service, Inc. PYS	4,378	1	0	1	1				0%	0	0			0	0	0		
Progressive Life Center, Inc.	11,681	1	0	1	1				0%	0	0			0	0	0		
PSI	50,497	52,216	2,793	49,423	10,449	21%	38,974	8,395	17%	30,579	0	0%	30,579	21,405	9,174	18,210	16,659	54%
Psychiatric Center Chartered	61,189	219,974	39,160	180,814	24,780	14%	156,034	43,012	70%	113,022	0	0%	113,022	79,115	33,907	75,266	79,120	70%
Psychiatric Institute of Washington	16,824	8,723	649	8,074	1,396	17%	6,678	4,022	24%	2,656	0		2,656	1,859	797	0	2,656	100%
Psychotherapeutic Outreach Service	355,492	414,266	37,937	376,329	27,672	7%	348,657	92,169	26%	256,488	1,290	1%	255,198	178,639	76,559	163,569	86,858	34%
RCI-DCI Counseling	5,000	10,572	1,516	9,056	4,266	47%	4,790	1,447	29%	3,343	0	0%	3,343	2,340	1,003	6,482	3,216	96%
Riverside Treatment Services, Inc	1	1	0	1	1				0%	0	0			0	0	0		
SAGA	14,857	11,375	1,650	9,725	4,596	47%	5,129	2,110	14%	3,019	0	0%	3,019	2,113	906	2,310	2,553	85%
Saint Paul Baptist Church	27,978	68,754	5,721	63,033	25,245	40%	37,788	13,990	50%	23,798	0		23,798	16,659	7,139	27,014	16,643	70%
Scruples Corporation	141,167	574,031	33,651	540,380	27,019	5%	513,361	86,621	61%	426,740	0	0%	426,740	298,718	128,022	177,824	380,218	89%
Unity Health Care, Inc.	353,187	93,499	2,063	91,436	17,165	19%	74,271	40,416	11%	33,855	0	0%	33,855	23,699	10,157	Not Recv'd	26,311	78%
Universal HealthCare Management S	336,949	2,116,715	213,052	1,903,663	730,216	38%	1,173,447	285,179	85%	888,268	0	0%	888,268	621,788	266,480	896,127	675,053	76%
Volunteers of America Chesapeake	455,477	355,978	77,969	278,009	163,022	59%	114,987	50,552	11%	64,435	0	0%	64,435	45,105	19,331	59,756	55,662	86%
Wade & Wade	5,000	13,657	2,924	10,733	3,678	34%	7,055	422	8%	6,633	0	0%	6,633	4,643	1,990	6,633	0	0%
Washington Hospital Center	409,487	1,999,474	204,140	1,795,334	971,199	54%	824,135	329,179	80%	494,956	664	0%	494,292	346,004	148,288	525,440	426,525	86%
Woodley House, Inc.	144,156	490,720	89,056	401,664	55,061	14%	346,603	70,945	49%	275,658	40	0%	275,618	192,933	82,685	95,597	163,953	59%
Youth Villages	958,636	1,560,179	192,810	1,367,369	246,037	18%	1,121,332	692,899	72%	428,433	840	0%	427,593	299,315	128,278	260,882	266,525	62%
	13,074,566	34,764,359	3,326,607	31,430,273	4,667,076	15%	26,770,676	8,200,926	63%	18,569,750	267,215	1%	18,302,535	12,811,775	5,490,761	10,814,166	15,061,128	82%
DCCSA	N/A	4,213,064	213,730	3,999,334	804,469	20%	3,194,865	1,397,077	N/A	1,797,788	84,605	5%	1,713,183	1,199,228	513,955			
DMH CPEP	N/A	2,276,621	1	2,276,620	28,769	1%	2,247,851	559,034	N/A	1,688,817	0		1,688,817	1,182,172	506,645			
All MHRS Provider Totals		41,254,044	3,540,338	37,706,227	5,500,314	15%	32,213,392	10,157,037		22,056,355		0%	21,704,535	15,193,175	6,511,361			

*FY2008 LOCAL Allocations updated from SOAR Report - 6/30/08

ACS denials inflated
by reprocessing of
edit errors in Feb 2008

DIXON Criteria 19 Percentage 47.9% Community Providers
DIXON Criteria 19 Percentage 47.2% All Providers

EXHIBIT L

PART 1

St. Elizabeth's Hospital Project Monthly Summary Report



Gilbane

Month/Year: May 2008 Date: 2 June 2008

Construction Manager Summary

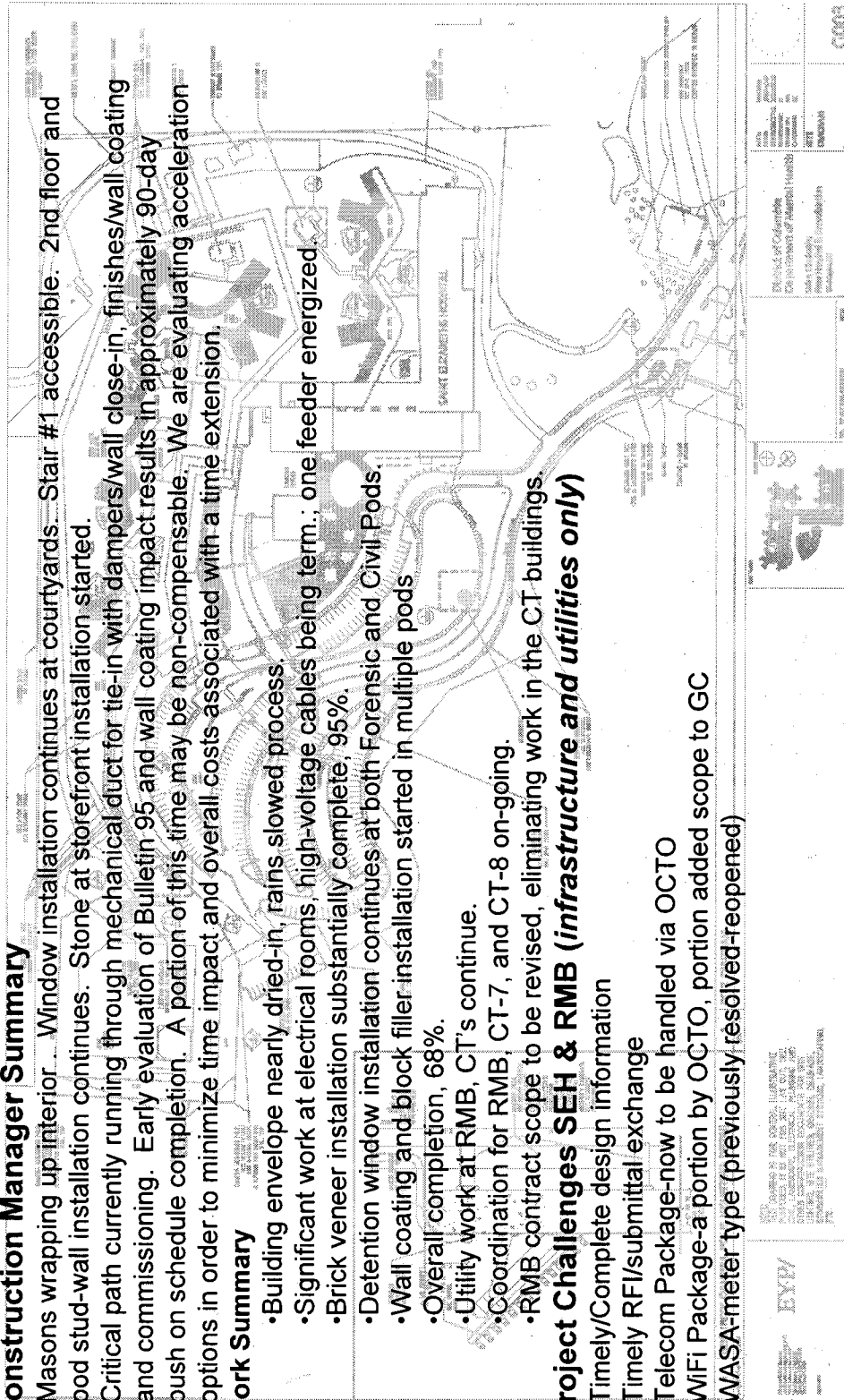
- Masons wrapping up interior... Window installation continues at courtyards. Stair #1 accessible. 2nd floor and pod stud-wall installation continues. Stone at storefront installation started.
- Critical path currently running through mechanical duct for tie-in with dampers/wall close-in, finishes/wall coating and commissioning. Early evaluation of Bulletin 95 and wall coating impact results in approximately 90-day push on schedule completion. A portion of this time may be non-compensable. We are evaluating acceleration options in order to minimize time impact and overall costs associated with a time extension.

Work Summary

- Building envelope nearly dried-in, rains slowed process.
- Significant work at electrical rooms, high-voltage cables being term.; one feeder energized.
- Brick veneer installation substantially complete, 95%.
- Detention window installation continues at both Forensic and Civil Pods.
- Wall coating and block filler installation started in multiple pods.
- Overall completion, 68%.
- Utility work at RMB, CT's continue.
- Coordination for RMB, CT-7, and CT-8 on-going.
- RMB contract scope to be revised, eliminating work in the CT buildings.

Project Challenges SEH & RMB (infrastructure and utilities only)

- Timely/Complete design information
- Timely RFI/submittal exchange
- Telecom Package-now to be handled via OCTO
- WiFi Package-a portion by OCTO, portion added scope to GC
- WASA-meter type (previously resolved-reopened)



NO PARTS OF THE ORIGINAL DRAWING
SHALL BE REPRODUCED OR TRANSMITTED
IN ANY FORM OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT PERMISSION
IN WRITING FROM THE ARCHITECT.

BY: **EYP**

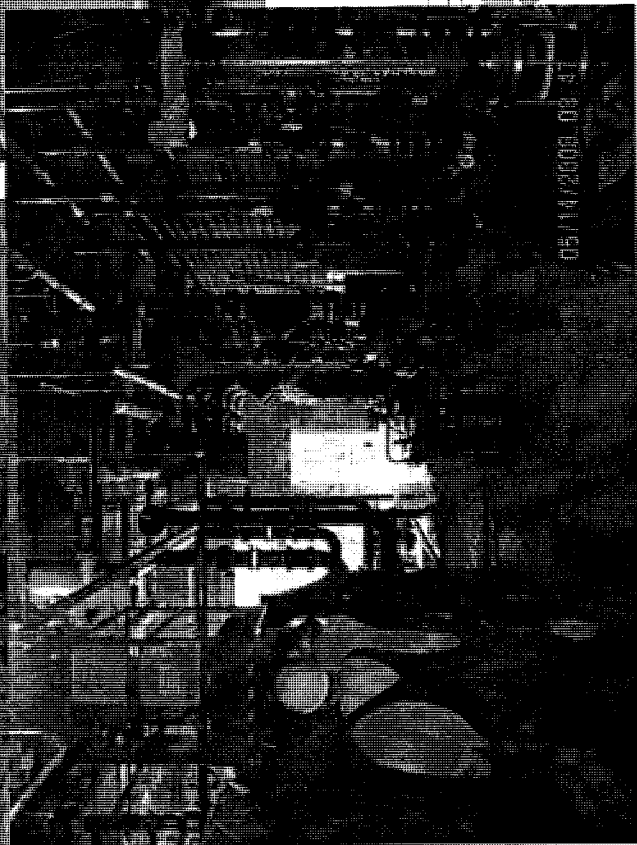
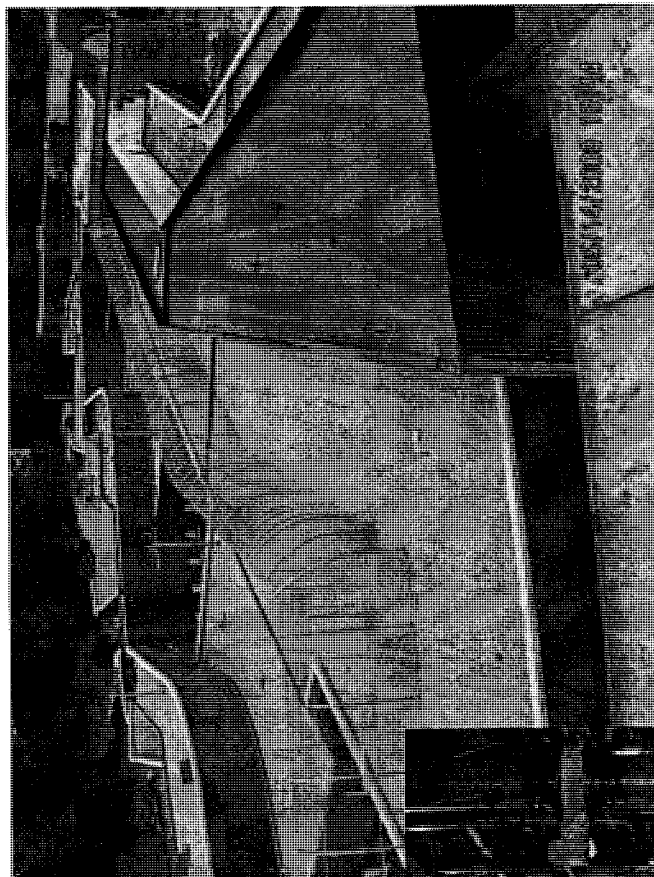
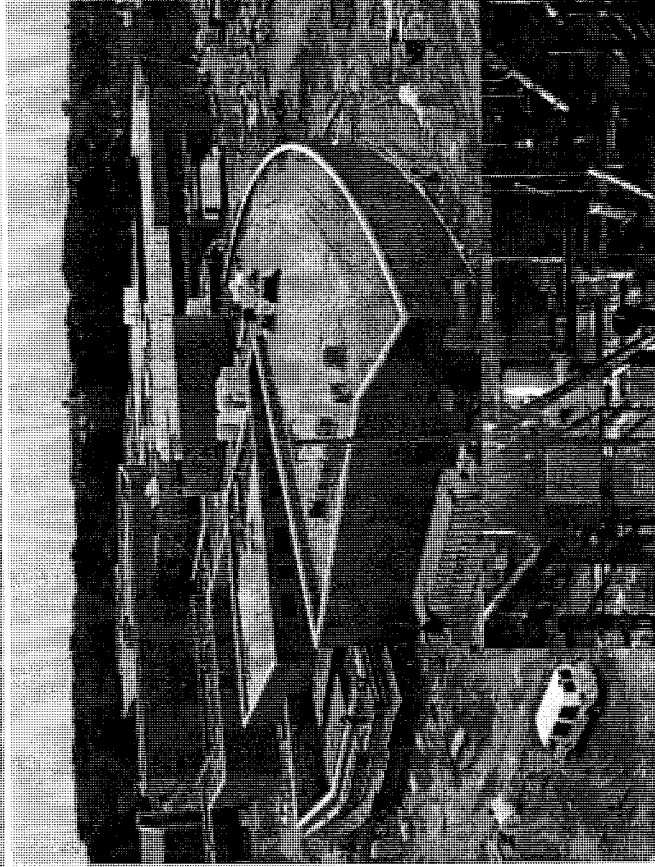
DATE: 06/02/08

0003

Project Progress Photos



Gilbane



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

C000

05/14/2008 09:47

Project Controls and Budget Summary



Gilbane

St. Elizabeth's New Hospital

RMB, CT-7, CT-8

Original Contract Value:	\$ 139,915,510	Original Contract Value:	\$13,247,000
Approved Changes:	50	Approved Changes:	0
Current Contract Amount:	\$ 148,393,356	Current Contract Value:	\$13,247,000
Pending Changes (OME):	\$ 14,866,907	Pending Changes (OME):	\$
Pending contract Value:	\$ 163,260,263	Pending Contract Value:	\$13,247,000

Submittal Update (TBI Submittals)

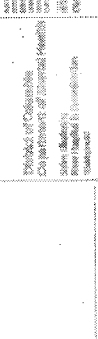
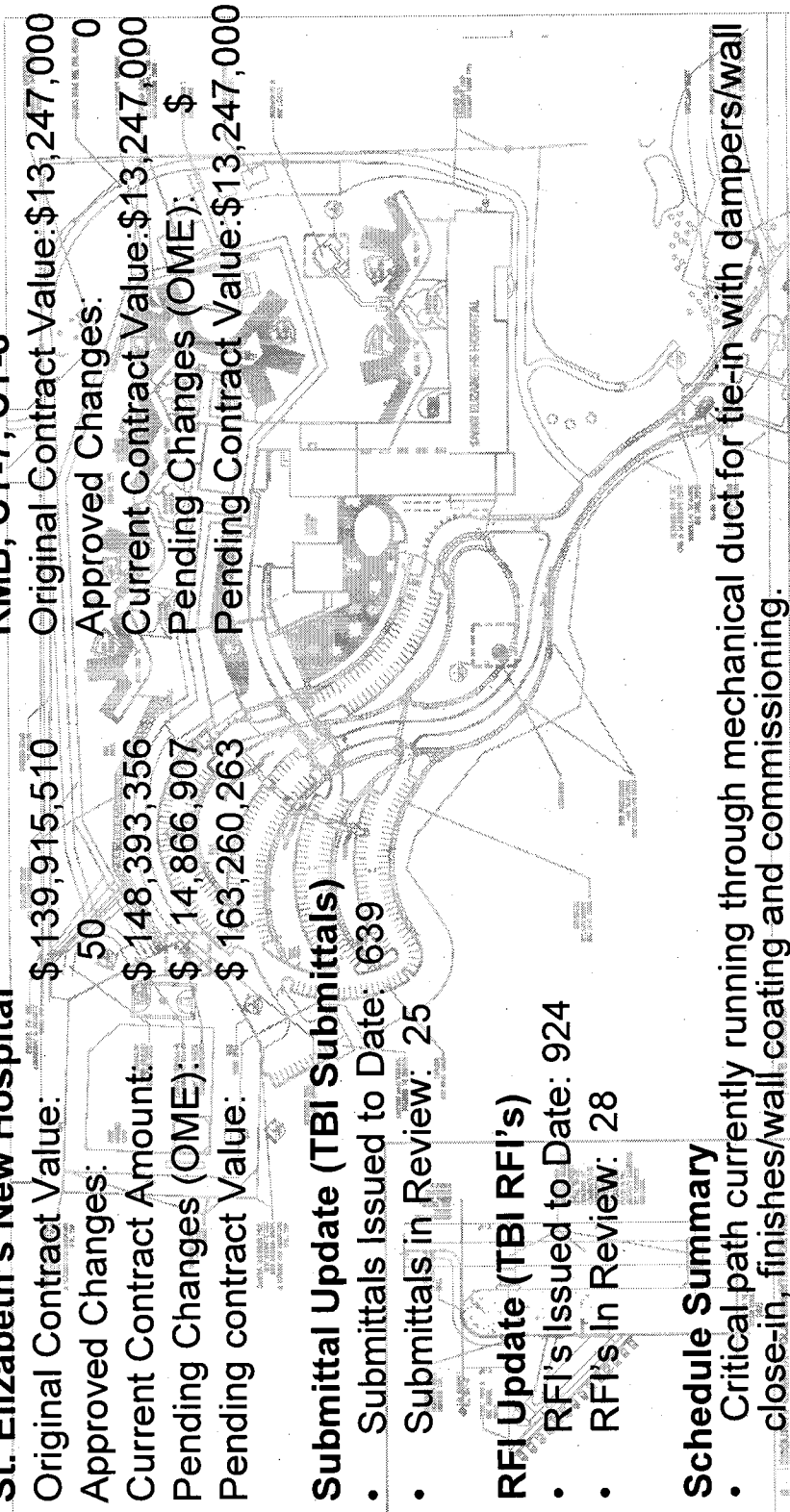
- Submittals Issued to Date: 639
- Submittals in Review: 25

RFI Update (TBI RFI's)

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

Schedule Summary

- Critical path currently running through mechanical duct for tie-in with dampers/wall close-in, finishes/wall coating and commissioning.



Project Controls Review



RFI Turnaround

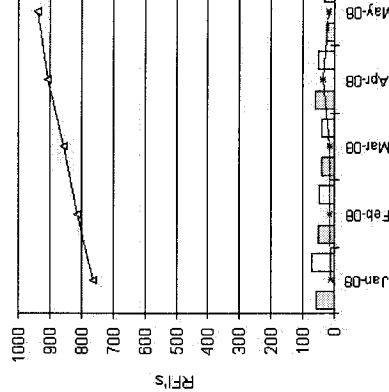
ST. ELIZABETH'S HOSPITAL

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	61	24												
RFI's Resolved by A/E	70	46	41	51	34												
Cumulative Total RFI's	765	814	855	906	940												
Total Open	12	15	14	37	19												

Chart 1. RFI Turnaround



ST. ELIZABETH'S NEW HOSPITAL

Project 3207

Submittals Status

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	30											
Submittals Returned	43	26	21	29	23											
Submittals Late	22	0	3	22	6											
Cumulative Total Submittals	538	584	620	641	671											

Submittal Status

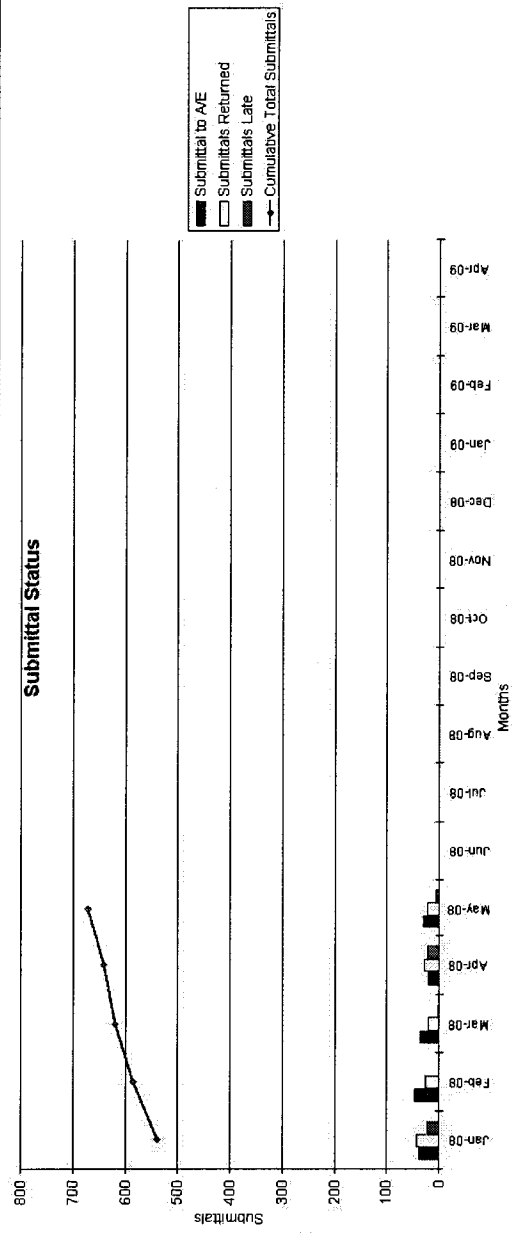


EXHIBIT L

PART 2

(activities scheduled for the month of May 2008)



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float
280	FRP Curb and Gutter	20	10	18	07MAY08A	17NOV08	07MAY08A	27JAN09	49
290	FRP Sidewalks	20	10	18	12MAY08A	12DEC08	12MAY08A	20FEB09	49
SKIN									
24205	Standing Seam Metal Roof	12	90	1	29JAN08A	02JUN08	29JAN08A	04APR08	-40
8220	Install Windows	10	80	2	24APR08A	08JUL08	24APR08A	17JUN08	-15
32205	Standing Seam Metal Roof	12	90	1	03MAR08A	02JUN08	03MAR08A	19MAY08	-9
3250	Install Windows	10	0	10	29APR08A	21JUL08	29APR08A	18JUL08	-1
6210	Install Windows	10	0	10	29APR08A	04AUG08	29APR08A	01AUG08	-1
13220	Install Windows	10	80	2	25APR08A	09JUL08	25APR08A	16JUL08	5
14220	Install Windows	10	80	2	05MAY08A	03JUN08	05MAY08A	10JUN08	5
30210	Standing Seam Metal Roof	12	50	6	15APR08A	09JUN08	15APR08A	19JUN08	8
7210	Curtainwall Framing	5	0	5	22APR08A	07JUL08	22APR08A	25JUL08	14
31215	Standing Seam Metal Roof	12	50	6	15APR08A	17JUN08	15APR08A	18JUL08	22
33205	Standing Seam Metal Roof	12	90	1	03MAR08A	03JUN08	03MAR08A	16JUL08	30
4220	Install Windows	10	80	2	17MAR08A	03JUN08	17MAR08A	17JUL08	31
5220	Install Windows	10	80	2	17MAR08A	05JUN08	17MAR08A	21JUL08	31
8210	Curtainwall/ Storefront Windows	10	50	5	12MAY08A	12JUN08	12MAY08A	28JUL08	31
10210	Install Windows	10	80	2	07APR08A	16JUN08	07APR08A	30JUL08	31
15210	Storefront Windows	10	40	6	12MAY08A	24JUN08	12MAY08A	07AUG08	31
3220	Install Store Front Framing	15	50	8	05MAY08A	07AUG08	05MAY08A	23SEP08	32
3230	Install Store Front Glass	5	50	3	26MAY08A	12AUG08	26MAY08A	26SEP08	32
6220	Install Store Front Framing	15	80	3	05MAY08A	07AUG08	05MAY08A	03OCT08	40
6240	Install Store Front Glass	5	50	3	26MAY08A	12AUG08	26MAY08A	08OCT08	40
8170	Install Green Roof	10	60	4	07APR08A	14JAN09	07APR08A	27MAR09	52
19210	Install Windows	10	80	2	12MAY08A	26JUN08	12MAY08A	10SEP08	52
20210	Install Windows	10	80	2	12MAY08A	30JUN08	12MAY08A	12SEP08	52
28200	Install Windows	10	80	2	19MAY08A	03JUN08	19MAY08A	10SEP08	69
20200	Ext Veneer Masonry Walls	15	95	1	17JAN08A	02JUN08	17JAN08A	11SEP08	71

Start Date 01SEP08
Finish Date 04DEC08
Data Date 31MAY08
Run Date 03JUN08 08:12

SR21
Early Bar
Progress Bar
Critical Activity

Sheet 1 of 10
Tompkins Builders Inc.
St. Elizabeth - Update 5/31/08

01SEP08
04DEC08
31MAY08
03JUN08 08:12

01SEP08
04DEC08
31MAY08
03JUN08 08:12

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008	2009
29200	Install Windows	5	80	1	19MAY08A	03JUN08	19MAY08A	15SEP08	72	M	A
16220	Install Windows	10	80	2	05MAY08A	03JUN08	05MAY08A	30SEP08	83	M	A
INTERIOR											
9405	Non Load Bearing Masonry Walls	15	90	2	08OCT07A	03JUN08	09OCT07A	25MAR08	-49	Non Load Bearing Masonry Walls	
9425	Above Ceiling Duct Mains and Branches RI	20	90	2	12NOV07A	03JUN08	12NOV07A	25MAR08	-49	Above Ceiling Duct Mains and Branches RI	
10405	Non Load Bearing Masonry Walls	15	90	2	18OCT07A	05JUN08	18OCT07A	27MAR08	-49	Non Load Bearing Masonry Walls	
10485	Frame Drywall Ceiling	20	10	18	23MAY08A	28JUL08	23MAY08A	16MAY08	-49	Frame Drywall Ceiling	
1405	Non Load Bearing Masonry Walls	15	98	0	30JUL07A	30MAY08	30JUL07A	24MAR08	-48	Non Load Bearing Masonry Walls	
1485	Frame Drywall Ceiling	20	20	16	19MAY08A	23JUN08	19MAY08A	15APR08	-48	Frame Drywall Ceiling	
2485	Frame Drywall Ceiling	20	20	16	20MAY08A	16JUL08	20MAY08A	07MAY08	-48	Frame Drywall Ceiling	
9415	Install Door Frames	5	90	1	09OCT07A	02JUN08	09OCT07A	25MAR08	-48	Install Door Frames	
4465	Pull Feeder Wire	7	80	1	12NOV07A	02JUN08	12NOV07A	27MAR08	-46	Pull Feeder Wire	
4470	Pull Branch Wire	5	80	1	12NOV07A	03JUN08	12NOV07A	28MAR08	-46	Pull Branch Wire	
4485	Frame Drywall Ceiling	20	40	12	24APR08A	19JUN08	24APR08A	15APR08	-46	Frame Drywall Ceiling	
5450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	75	5	19MAR08A	06JUN08	19MAR08A	04APR08	-44	Above Ceiling Fire Sprinkler Mains and Branch RI	
5485	Frame Drywall Ceiling	20	40	12	19MAY08A	24JUN08	19MAY08A	22APR08	-44	Frame Drywall Ceiling	
5465	Pull Feeder Wire	7	80	1	12NOV07A	02JUN08	12NOV07A	02APR08	-42	Pull Feeder Wire	
5470	Pull Branch Wire	5	80	1	12NOV07A	03JUN08	12NOV07A	03APR08	-42	Pull Branch Wire	
5480	Pull Fire Alarm Wire	7	86	1	05MAY08A	04JUN08	05MAY08A	04APR08	-42	Pull Fire Alarm Wire	
15400	Scaffold for Non Load Bearing Masonry	5	90	1	22OCT07A	06JUN08	22OCT07A	15APR08	-37	Scaffold for Non Load Bearing Masonry	
15405	Non Load Bearing Masonry Walls	15	90	2	22OCT07A	10JUN08	22OCT07A	17APR08	-37	Non Load Bearing Masonry Walls	
15410	In Wall Mechanical	15	90	2	22OCT07A	10JUN08	22OCT07A	17APR08	-37	In Wall Mechanical	
19400	Scaffold for Non Load Bearing Masonry	5	90	1	17DEC07A	11JUN08	17DEC07A	18APR08	-37	Scaffold for Non Load Bearing Masonry	
19405	Non Load Bearing Masonry Walls	15	90	2	17DEC07A	13JUN08	17DEC07A	22APR08	-37	Non Load Bearing Masonry Walls	
19410	In Wall Mechanical	15	90	2	17DEC07A	13JUN08	17DEC07A	22APR08	-37	In Wall Mechanical	
19425	Above Ceiling Duct Mains and Branches RI	20	80	4	24JAN08A	17JUN08	24JAN08A	24APR08	-37	Above Ceiling Duct Mains and Branches RI	
19430	Above Ceiling Plumbing	10	90	1	02JAN08A	12JUN08	02JAN08A	21APR08	-37	Above Ceiling Plumbing	
19435	Above Ceiling Mechanical Pipe	10	90	1	02JAN08A	12JUN08	02JAN08A	21APR08	-37	Above Ceiling Mechanical Pipe	
19440	Electrical Feeder Rough-In	10	90	1	17DEC07A	12JUN08	17DEC07A	21APR08	-37	Electrical Feeder Rough-In	
15415	Install Door Frames	5	90	1	22OCT07A	06JUN08	22OCT07A	17APR08	-36	Install Door Frames	
15425	Above Ceiling Duct Mains and Branches RI	20	90	2	04DEC07A	10JUN08	04DEC07A	18APR08	-36	Above Ceiling Duct Mains and Branches RI	
19415	Install Door Frames	5	90	1	17DEC07A	12JUN08	17DEC07A	22APR08	-36	Install Door Frames	
2405	Non Load Bearing Masonry Walls	15	95	1	24AUG07A	02JUN08	24AUG07A	15APR08	-33	Non Load Bearing Masonry Walls	
20425	Above Ceiling Duct Mains and Branches RI	20	90	2	09JAN08A	16JUN08	09JAN08A	16MAY08	-23	Above Ceiling Duct Mains and Branches RI	

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008	2009
28425	Above Ceiling Duct Mains and Branches RI	20	75	5	05MAY08A	25JUL08	05MAY08A	23JUN08	-23	M	A
28430	Above Ceiling Plumbing	10	75	3	24MAR08A	23JUL08	24MAR08A	19JUN08	-23	J	J
28435	Above Ceiling Mechanical Pipe	10	75	3	05MAY08A	23JUL08	05MAY08A	19JUN08	-23	J	J
28440	Electrical Feeder Rough-In	10	75	3	17MAR08A	23JUL08	17MAR08A	19JUN08	-23	J	J
3405	Non Load Bearing Masonry Walls	15	95	1	05SEP07A	03JUN08	05SEP07A	05MAY08	-20	M	A
3410	In Wall Mechanical	15	95	1	05SEP07A	03JUN08	05SEP07A	05MAY08	-20	M	A
6405	Non Load Bearing Masonry Walls	15	95	1	26SEP07A	04JUN08	26SEP07A	08MAY08	-20	M	A
6410	In Wall Mechanical	15	95	1	26SEP07A	04JUN08	26SEP07A	08MAY08	-20	M	A
6420	In Wall Electrical RI	15	95	1	26SEP07A	04JUN08	26SEP07A	08MAY08	-20	M	A
7405	Non Load Bearing Masonry Walls	15	95	1	08OCT07A	05JUN08	08OCT07A	07MAY08	-20	M	A
7410	In Wall Mechanical	15	95	1	23OCT07A	05JUN08	23OCT07A	07MAY08	-20	M	A
7420	In Wall Electrical RI	15	95	1	17OCT07A	05JUN08	17OCT07A	07MAY08	-20	M	A
8410	In Wall Mechanical	15	95	1	01NOV07A	16JUN08	01NOV07A	18MAY08	-20	M	A
8425	Above Ceiling Duct Mains and Branches RI	20	95	1	10JAN08A	17JUN08	10JAN08A	19MAY08	-20	M	A
8430	Above Ceiling Plumbing	10	95	1	22OCT07A	17JUN08	22OCT07A	19MAY08	-20	M	A
8435	Above Ceiling Mechanical Pipe	10	95	1	10JAN08A	17JUN08	10JAN08A	19MAY08	-20	M	A
8440	Electrical Feeder Rough-In	10	95	1	03DEC07A	17JUN08	03DEC07A	19MAY08	-20	M	A
8450	Above Ceiling Fire Sprinkler Mains and Branches RI	10	90	2	10MAR08A	18JUN08	10MAR08A	20MAY08	-20	M	A
8485	Frame Drywall Ceiling	20	20	16	08MAY08A	11JUL08	08MAY08A	12JUN08	-20	M	A
20405	Non Load Bearing Masonry Walls	15	90	2	12NOV07A	13JUN08	12NOV07A	15MAY08	-20	M	A
21400	Scaffold for Non Load Bearing Masonry	5	90	1	17DEC07A	08JUN08	17DEC07A	08MAY08	-20	M	A
21410	Non Load Bearing Masonry Walls	15	80	3	17DEC07A	11JUN08	17DEC07A	13MAY08	-20	M	A
21430	Above Ceiling Duct Mains and Branches RI	20	80	4	28FEB08A	12JUN08	28FEB08A	14MAY08	-20	M	A
22400	Scaffold for Non Load Bearing Masonry	5	90	1	12DEC07A	18JUN08	12DEC07A	18MAY08	-20	M	A
22405	Non Load Bearing Masonry Walls	15	90	2	12DEC07A	18JUN08	12DEC07A	20MAY08	-20	M	A
22410	In Wall Mechanical	15	90	2	12DEC07A	18JUN08	12DEC07A	20MAY08	-20	M	A
23410	Non Load Bearing Masonry Walls	15	90	2	17DEC07A	13JUN08	17DEC07A	15MAY08	-20	M	A
23415	In Wall Mechanical	15	90	2	17DEC07A	13JUN08	17DEC07A	15MAY08	-20	M	A
23430	Above Ceiling Duct Mains and Branches RI	20	90	2	21JAN08A	16JUN08	21JAN08A	16MAY08	-20	M	A
6425	Above Ceiling Duct Mains and Branches RI	20	95	1	29OCT07A	04JUN08	29OCT07A	07MAY08	-19	M	A
7415	Install Door Frames	5	95	0	15OCT07A	04JUN08	15OCT07A	07MAY08	-19	M	A
7425	Above Ceiling Duct Mains and Branches RI	20	95	1	06NOV07A	05JUN08	06NOV07A	08MAY08	-19	M	A
8415	Install Door Frames	5	95	0	01NOV07A	13JUN08	01NOV07A	18MAY08	-19	M	A
8445	Electrical Branch RI	15	95	1	22OCT07A	17JUN08	22OCT07A	20MAY08	-19	M	A
19445	Electrical Branch RI	15	90	2	17DEC07A	13JUN08	17DEC07A	18MAY08	-19	M	A



Gilbane

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

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008	2009
21415	In Wall Mechanical	15	90	2	17DEC07A	10JUN08	17DEC07A	13MAY08	-19	J	A
21425	In Wall Electrical RI	15	90	2	17DEC07A	10JUN08	17DEC07A	13MAY08	-19	M	A
22415	Install Door Frames	5	90	1	12DEC07A	12JUN08	12DEC07A	20MAY08	-19	J	M
23420	Install Door Frames	5	90	1	17DEC07A	08JUN08	17DEC07A	15MAY08	-19	F	M
21420	Install Door Frames	5	90	1	17DEC07A	08JUN08	17DEC07A	13MAY08	-18	D	M
11415	Penthouse Duct Mains and Branches RI	20	90	2	28FEB08A	03JUN08	28FEB08A	08MAY08	-17	N	A
20430	Above Ceiling Plumbing	10	90	1	10DEC07A	18JUN08	10DEC07A	23MAY08	-17	O	A
20435	Above Ceiling Mechanical Pipe	10	90	1	03JAN08A	18JUN08	03JAN08A	23MAY08	-17	S	A
20440	Electrical Feeder Rough-In	10	90	1	12NOV07A	18JUN08	12NOV07A	23MAY08	-17	J	F
20450	Above Ceiling Fire Sprinkler Mains and Branches RI	20	20	18	15FEB08A	10JUL08	15FEB08A	16JUN08	-17	J	F
18410	Set Penthouse Mechanical Equipment	10	50	5	10MAR08A	06JUN08	10MAR08A	14MAY08	-16	J	F
18415	Penthouse Duct Mains and Branches RI	20	10	18	21MAR08A	02JUL08	21MAR08A	10JUN08	-16	J	F
24415	Penthouse Duct Mains and Branches RI	20	80	4	24MAR08A	06JUL08	24MAR08A	16JUN08	-16	J	F
12415	Penthouse Duct Mains and Branches RI	20	90	2	15MAR08A	05JUN08	15MAR08A	14MAY08	-15	J	F
20400	Scaffold for Non Load Bearing Masonry	5	90	1	12NOV07A	02JUN08	12NOV07A	13MAY08	-13	J	F
20410	In Wall Mechanical	15	90	2	12NOV07A	04JUN08	12NOV07A	15MAY08	-13	J	F
20415	Install Door Frames	5	90	1	12NOV07A	03JUN08	12NOV07A	15MAY08	-12	J	F
28425	Above Ceiling Duct Mains and Branches RI	20	80	4	17MAR08A	31JUL08	17MAR08A	21JUL08	-8	J	F
28430	Above Ceiling Plumbing	10	80	2	17MAR08A	29JUL08	17MAR08A	17JUL08	-8	J	F
28435	Above Ceiling Mechanical Pipe	10	80	2	17MAR08A	29JUL08	17MAR08A	17JUL08	-8	J	F
28440	Electrical Feeder Rough-In	10	80	2	04FEB08A	28JUL08	04FEB08A	17JUL08	-8	J	F
28445	Electrical Branch RI	15	75	4	17MAR08A	24JUL08	17MAR08A	15JUL08	-7	J	F
20445	Electrical Branch RI	15	90	2	12NOV07A	19JUN08	12NOV07A	16JUN08	-3	J	F
28400	Scaffold for Non Load Bearing Masonry	5	90	1	26FEB08A	18JUN08	26FEB08A	16JUN08	-3	J	F
28405	Non Load Bearing Masonry Walls	15	90	2	26FEB08A	23JUN08	26FEB08A	18JUN08	-3	J	F
28410	In Wall Mechanical	15	90	2	25FEB08A	23JUN08	25FEB08A	18JUN08	-3	J	F
9435	Metal Stud Partitions	10	40	6	14APR08A	11JUN08	14APR08A	09JUN08	-2	J	F
9455	In Wall Mechanical Rough In - GYB Wall	5	40	3	14APR08A	16JUN08	14APR08A	12JUN08	-2	J	F
9460	In Wall Electrical RI - GYB Wall	5	40	3	14APR08A	16JUN08	14APR08A	12JUN08	-2	J	F
28415	Install Door Frames	5	90	1	25FEB08A	20JUN08	25FEB08A	18JUN08	-2	J	F
3510	Prime/1st Coat Walls & Ceilings	10	60	9	23MAY08A	26SEP08	23MAY08A	26SEP08	-1	J	F
9410	In Wall Mechanical	15	93	1	17OCT07A	02JUN08	17OCT07A	30MAY08	-1	J	F
13425	Above Ceiling Duct Mains and Branches RI	20	90	2	10JAN08A	18JUN08	10JAN08A	18JUN08	-1	J	F
13430	Above Ceiling Plumbing	10	90	1	25OCT07A	18JUN08	25OCT07A	17JUN08	-1	J	F
13435	Above Ceiling Mechanical Pipe	10	90	1	10JAN08A	18JUN08	10JAN08A	17JUN08	-1	J	F

EXHIBIT L

PART 3

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008	2009
13440	Electrical Feeder Rough-In	10	90	1	03DEC07A	18JUN08	03DEC07A	17JUN08	-1	M	A
13445	Electrical Branch RI	15	90	2	25OCT07A	19JUN08	25OCT07A	18JUN08	-1	J	J
13450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	90	2	10MAR08A	19JUN08	10MAR08A	18JUN08	-1	A	A
13485	Frame Drywall Ceiling	20	20	16	18MAY08A	14JUL08	18MAY08A	11JUL08	-1	M	M
13510	Prime/1st Coat Walls & Ceilings	8	20	6	18MAY08A	29OCT08	18MAY08A	28OCT08	-1	J	J
13405	Non Load Bearing Masonry Walls	15	90	2	25OCT07A	18JUN08	25OCT07A	18JUN08	0	F	F
13410	In Wall Mechanical	15	90	2	01NOV07A	18JUN08	01NOV07A	18JUN08	0	A	A
42640	Set & Connect Substations	40	90	4	01FEB08A	07JUL08	01FEB08A	07JUL08	0	M	M
6430	Above Ceiling Plumbing	10	95	1	15OCT07A	04JUN08	15OCT07A	05JUN08	1	J	J
6435	Above Ceiling Mechanical Pipe	10	95	1	19NOV07A	04JUN08	19NOV07A	05JUN08	1	A	A
6440	Electrical Feeder Rough-In	10	95	1	15OCT07A	04JUN08	15OCT07A	05JUN08	1	M	M
6445	Electrical Branch RI	15	95	1	29OCT07A	04JUN08	29OCT07A	05JUN08	1	J	J
13415	Install Door Frames	5	90	1	01NOV07A	17JUN08	01NOV07A	18JUN08	1	A	A
9430	Above Ceiling Plumbing	10	90	1	17OCT07A	02JUN08	17OCT07A	09JUN08	5	M	M
9445	Electrical Feeder Rough-In	10	90	1	17OCT07A	02JUN08	17OCT07A	09JUN08	5	J	J
42645	Set & Connect Switchboards	30	50	15	12MAY08A	28JUL08	12MAY08A	04AUG08	5	A	A
9420	In Wall Electrical RI	15	90	2	17OCT07A	03JUN08	17OCT07A	11JUN08	6	M	M
9450	Electrical Branch RI	15	90	2	17OCT07A	03JUN08	17OCT07A	11JUN08	6	J	J
24410	Set Penthouse Mechanical Equipment	10	90	1	10MAR08A	02JUN08	10MAR08A	10JUN08	6	A	A
41405	Non Load Bearing Masonry Walls	15	80	3	11FEB08A	15JUL08	11FEB08A	23JUL08	6	M	M
41415	Install Door Frames	5	80	1	11FEB08A	15JUL08	11FEB08A	23JUL08	6	J	J
41690	Scaffold for Masonry Walls	4	90	0	04FEB08A	29JUL08	04FEB08A	06AUG08	6	A	A
41695	Masonry Non Load Bearing Walls	10	90	1	04FEB08A	30JUL08	04FEB08A	07AUG08	6	M	M
42425	Above Ceiling Duct Mains and Branches RI	20	90	2	24MAR08A	01AUG08	24MAR08A	11AUG08	6	J	J
42430	Above Ceiling Plumbing	10	90	1	03MAR08A	31JUL08	03MAR08A	08AUG08	6	A	A
42435	Above Ceiling Mechanical Pipe	10	90	1	05MAY08A	09AUG08	05MAY08A	14AUG08	6	M	M
42440	Electrical Feeder Rough-In	10	75	3	10MAR08A	04AUG08	10MAR08A	12AUG08	6	J	J
15430	Above Ceiling Plumbing	10	90	1	22OCT07A	08JUN08	22OCT07A	18JUN08	7	A	A
15435	Metal Stud Partitions	10	40	6	15APR08A	16JUN08	15APR08A	27JUN08	7	M	M
15440	Above Ceiling Mechanical Pipe	10	90	1	19NOV07A	06JUN08	19NOV07A	18JUN08	7	J	J
15445	Electrical Feeder Rough-In	10	90	1	22OCT07A	08JUN08	22OCT07A	18JUN08	7	A	A
15467	Above Ceiling Fire Sprinkler Mains and Branch RI	20	20	16	11FEB08A	30JUN08	11FEB08A	10JUL08	7	M	M
42715	Set Mechanical Equipment	40	80	8	03MAR08A	27JUN08	03MAR08A	09JUL08	7	J	J
42720	Pipe Up Mech Equip	40	30	28	14APR08A	07AUG08	14APR08A	18AUG08	7	A	A
28445	Electrical Branch RI	15	80	3	04FEB08A	30JUL08	04FEB08A	12AUG08	9	M	M

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008	2009
41425	Above Ceiling Duct Mains and Branches RI	20	50	10	12MAY08A	24JUL08	12MAY08A	07AUG08	10	M	A
41700	In Wall Electrical Rough In	10	90	1	04FEB08A	30JUL08	04FEB08A	13AUG08	10	J	J
41705	In Wall Mechanical Rough In	10	90	1	04FEB08A	30JUL08	04FEB08A	13AUG08	10	J	J
11440	Mechanical Piping Rough In	20	80	4	05MAY08A	30JUN08	05MAY08A	16JUL08	11	J	J
12440	Mechanical Piping Rough In	20	80	4	05MAY08A	30JUN08	05MAY08A	16JUL08	11	J	J
18440	Mechanical Piping Rough In	20	80	4	05MAY08A	30JUN08	05MAY08A	16JUL08	11	J	J
42895	Install/Connect MCC	15	50	8	27MAY08A	17JUL08	27MAY08A	04AUG08	12	J	J
22430	Above Ceiling Plumbing	10	90	1	09JAN08A	27JUN08	09JAN08A	17JUL08	13	J	J
22435	Above Ceiling Mechanical Pipe	10	90	1	17DEC07A	27JUN08	17DEC07A	17JUL08	13	J	J
22445	Electrical Feeder Rough-In	10	90	1	09JAN08A	27JUN08	09JAN08A	17JUL08	13	J	J
22455	Above Ceiling Fire Sprinkler Mains and Branch RI	20	90	1	09JAN08A	27JUN08	09JAN08A	17JUL08	13	J	J
8510	Prime/1st Coat Walls & Ceilings	8	20	6	19MAY08A	01OCT08	19MAY08A	21OCT08	14	J	J
29400	Scaffold for Non Load Bearing Masonry	5	90	1	04FEB08A	24JUN08	04FEB08A	15JUL08	14	J	J
29405	Non Load Bearing Masonry Walls	15	90	2	04FEB08A	26JUN08	04FEB08A	17JUL08	14	J	J
29410	In Wall Mechanical	15	90	2	04FEB08A	26JUN08	04FEB08A	17JUL08	14	J	J
30410	Set Penthouse Mechanical Equipment	10	50	5	10MAR08A	13JUN08	10MAR08A	03JUL08	14	J	J
29415	Install Door Frames	5	90	1	04FEB08A	25JUN08	04FEB08A	17JUL08	15	J	J
29420	In Wall Electrical RI	15	90	2	04FEB08A	25JUN08	04FEB08A	17JUL08	15	J	J
41635	Metal Stud Partitions	10	50	5	12MAY08A	22JUL08	12MAY08A	12AUG08	15	J	J
41640	In Wall Mechanical Rough In - GYB Wall	5	50	3	12MAY08A	25JUL08	12MAY08A	15AUG08	15	J	J
41645	In Wall Electrical RI - GYB Wall	5	50	3	12MAY08A	25JUL08	12MAY08A	15AUG08	15	J	J
7430	Above Ceiling Plumbing	10	95	1	17OCT07A	05JUN08	17OCT07A	30JUN08	17	J	J
7435	Above Ceiling Mechanical Pipe	10	95	1	18NOV07A	05JUN08	18NOV07A	30JUN08	17	J	J
7440	Electrical Feeder Rough-In	10	95	1	06NOV07A	05JUN08	06NOV07A	30JUN08	17	J	J
7450	Above Ceiling Fire Sprinkler Mains and Branch RI	20	80	4	07JAN08A	10JUN08	07JAN08A	03JUL08	17	J	J
24420	Electrical Feeder Rough-In	15	30	11	14APR08A	18JUL08	14APR08A	14AUG08	19	J	J
41430	Above Ceiling Plumbing	10	75	3	25FEB08A	15JUL08	25FEB08A	11AUG08	19	J	J
41435	Above Ceiling Mechanical Pipe	10	80	2	12MAY08A	14JUL08	12MAY08A	08AUG08	19	J	J
41440	Electrical Feeder Rough-In	10	75	3	25FEB08A	15JUL08	25FEB08A	11AUG08	19	J	J
42750	Incoming Feeders (by Others)	60	90	6	01APR08A	09JUN08	01APR08A	07JUL08	19	J	J
7445	Electrical Branch RI	15	95	1	06NOV07A	05JUN08	06NOV07A	03JUL08	20	J	J
15455	Electrical Branch RI	15	90	2	22OCT07A	10JUN08	22OCT07A	10JUL08	21	J	J
21435	Above Ceiling Plumbing	10	90	1	21JAN08A	08JUN08	21JAN08A	09JUL08	21	J	J
21440	Above Ceiling Mechanical Pipe	10	90	1	21JAN08A	08JUN08	21JAN08A	09JUL08	21	J	J
21445	Electrical Feeder Rough-In	10	90	1	21JAN08A	09JUN08	21JAN08A	09JUL08	21	J	J

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008											
										J	A	M	A	M	J	J	F	M	A	M	J
21455	Above Ceiling Fire Sprinkler Mains and Branch RI	20	60	8	23JAN08A	18JUN08	23JAN08A	18JUL08	21	Above Ceiling Fire Sprinkler Mains and Branch RI											
42445	Electrical Branch RI	15	75	4	10MAR08A	05AUG08	10MAR08A	05SEP08	22	Electrical Branch RI											
14425	Above Ceiling Duct Mains and Branches RI	20	90	2	26NOV07A	23JUN08	26NOV07A	25JUL08	23	Above Ceiling Duct Mains and Branches RI											
41400	Scaffold for Non Load Bearing Masonry	5	80	1	11FEB08A	16JUN08	11FEB08A	18JUL08	23	Scaffold for Non Load Bearing Masonry											
41410	In Wall Mechanical	15	80	3	11FEB08A	19JUN08	11FEB08A	23JUL08	23	In Wall Mechanical											
2510	Prime/1st Coat Walls & Ceilings	10	50	5	19MAY08A	30SEP08	19MAY08A	03NOV08	24	Prime/1st Coat Walls & Ceilings											
14435	Metal Stud Partitions	10	90	1	26NOV07A	19JUN08	26NOV07A	24JUL08	24	Metal Stud Partitions											
14450	In Wall Mechanical Rough In - GYB Wall	5	90	1	26NOV07A	20JUN08	26NOV07A	25JUL08	24	In Wall Mechanical Rough In - GYB Wall											
14460	In Wall Electrical RI - GYB Wall	5	90	1	26NOV07A	20JUN08	26NOV07A	25JUL08	24	In Wall Electrical RI - GYB Wall											
1510	Prime/1st Coat Walls & Ceilings	10	50	5	08MAY08A	16SEP08	08MAY08A	21OCT08	25	Prime/1st Coat Walls & Ceilings											
23435	Above Ceiling Plumbing	10	90	1	17DEC07A	13JUN08	17DEC07A	21JUL08	25	Above Ceiling Plumbing											
23440	Above Ceiling Mechanical Pipe	10	90	1	17DEC07A	13JUN08	17DEC07A	21JUL08	25	Above Ceiling Mechanical Pipe											
23445	Electrical Feeder Rough-In	10	90	1	14JAN08A	13JUN08	14JAN08A	21JUL08	26	Electrical Feeder Rough-In											
23455	Above Ceiling Fire Sprinkler Mains and Branch RI	20	50	10	23JAN08A	26JUN08	23JAN08A	01AUG08	25	Above Ceiling Fire Sprinkler Mains and Branch RI											
5510	Prime/1st Coat Walls & Ceilings	8	20	6	19MAY08A	28AUG08	19MAY08A	06OCT08	26	Prime/1st Coat Walls & Ceilings											
18430	Above Ceiling Plumbing	10	50	5	05MAY08A	13JUN08	05MAY08A	22JUL08	26	Above Ceiling Plumbing											
11410	Set Penthouse Mechanical Equipment	10	90	1	10MAR08A	02JUN08	10MAR08A	16JUL08	31	Set Penthouse Mechanical Equipment											
21450	Electrical Branch RI	15	50	8	11APR08A	13JUN08	11APR08A	29JUL08	31	Electrical Branch RI											
22450	Set Penthouse Mechanical Equipment	10	90	2	09JAN08A	30JUN08	09JAN08A	07AUG08	27	Set Penthouse Mechanical Equipment											
12420	Electrical Feeder Rough-In	15	50	8	11APR08A	13JUN08	11APR08A	29JUL08	31	Electrical Feeder Rough-In											
12465	Pull Feeder Wire	7	50	4	05MAY08A	26JUN08	05MAY08A	11AUG08	31	Pull Feeder Wire											
12470	Pull Branch Wire	5	50	3	05MAY08A	01JUL08	05MAY08A	14AUG08	31	Pull Branch Wire											
24425	Electrical Branch Rough-In	15	30	11	14APR08A	18JUL08	14APR08A	02SEP08	31	Electrical Branch Rough-In											
23450	Electrical Branch RI	15	90	2	14JAN08A	16JUN08	14JAN08A	01AUG08	33	Electrical Branch RI											
16435	Metal Stud Partitions	10	90	1	03DEC07A	18JUN08	03DEC07A	07AUG08	34	Metal Stud Partitions											
16450	In Wall Mechanical Rough In - GYB Wall	5	90	1	03DEC07A	20JUN08	03DEC07A	08AUG08	34	In Wall Mechanical Rough In - GYB Wall											
16460	In Wall Electrical RI - GYB Wall	5	90	1	03DEC07A	20JUN08	03DEC07A	08AUG08	34	In Wall Electrical RI - GYB Wall											
11420	Electrical Feeder Rough-In	15	50	8	11APR08A	11JUN08	11APR08A	31JUL08	35	Electrical Feeder Rough-In											
11465	Pull Feeder Wire	7	50	4	05MAY08A	24JUN08	05MAY08A	13AUG08	35	Pull Feeder Wire											
11470	Pull Branch Wire	5	50	3	05MAY08A	21JUN08	05MAY08A	18AUG08	35	Pull Branch Wire											
18420	Electrical Feeder Rough-In	15	50	8	05MAY08A	18JUN08	05MAY08A	07AUG08	35	Electrical Feeder Rough-In											
41445	Electrical Branch RI	15	75	4	25FEB08A	16JUL08	25FEB08A	04SEP08	35	Electrical Branch RI											
24430	Above Ceiling Plumbing	10	90	1	14APR08A	03JUL08	14APR08A	25AUG08	36	Above Ceiling Plumbing											
16425	Above Ceiling Duct Mains and Branches RI	20	90	2	26NOV07A	25JUN08	26NOV07A	19AUG08	36	Above Ceiling Duct Mains and Branches RI											

EXHIBIT L

PART 4



Gilbane

Schedule

[illegible]

Sheet 8 of 10



Gilbane

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

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float
22680	Above Ceiling Electrical Rough In	10	30	7	10MAR08A	17JUN08	10MAR08A	28AUG08	51
42455	Install Panels Electrical	5	50	3	05MAY08A	07AUG08	05MAY08A	21OCT08	52
26430	Above Ceiling Duct Mains and Branches RI	20	90	2	30JAN08A	03JUL08	30JAN08A	18SEP08	53
26445	Above Ceiling Plumbing	15	90	2	21JAN08A	03JUL08	21JAN08A	18SEP08	53
26455	Above Ceiling Mechanical Pipe	15	90	2	21JAN08A	03JUL08	21JAN08A	18SEP08	53
29460	Electrical Feeder Rough-In	15	80	3	14APR08A	07JUL08	14APR08A	18SEP08	53
31435	Above Ceiling Plumbing	10	50	5	05MAY08A	05AUG08	05MAY08A	20OCT08	53
26400	Scaffold for Non Load Bearing Masonry	5	90	1	04FEB08A	19JUN08	04FEB08A	05SEP08	54
29405	Non Load Bearing Masonry Walls	20	90	2	04FEB08A	23JUN08	04FEB08A	09SEP08	54
26410	In Wall Mechanical	20	90	2	04FEB08A	23JUN08	04FEB08A	09SEP08	54
26425	Metal Stud Partitions	15	80	3	14APR08A	26JUN08	14APR08A	12SEP08	54
26435	In Wall Mechanical Rough In - GYB Wall	10	80	2	14APR08A	30JUN08	14APR08A	16SEP08	54
26440	In Wall Electrical RI - GYB Wall	10	80	2	14APR08A	30JUN08	14APR08A	16SEP08	54
34440	Electrical Feeder Rough-In	15	40	9	05MAY08A	30JUL08	05MAY08A	15OCT08	54
26415	Install Door Frames	5	90	1	04FEB08A	20JUN08	04FEB08A	09SEP08	55
33440	Electrical Feeder Rough-In	15	50	8	11APR08A	07JUL08	11APR08A	30SEP08	60
34470	Above Ceiling Plumbing	10	90	1	05MAY08A	18JUL08	05MAY08A	15OCT08	62
33420	Set Penthouse Mechanical Equipment	10	90	1	03MAR08A	02JUN08	03MAR08A	02SEP08	64
4525	Ceramic Tile	7	80	1	12MAY08A	30JUL08	12MAY08A	31OCT08	66
33510	Install Return and Supply Plenums	15	20	12	12MAY08A	04AUG08	12MAY08A	05NOV08	66
33480	Mechanical Piping Rough In	20	20	16	12MAY08A	07AUG08	12MAY08A	11NOV08	67
1455	Install Panels Electrical	5	0	5	19MAY08A	14JUL08	19MAY08A	21OCT08	70
32440	Electrical Feeder Rough-In	15	40	9	14APR08A	13JUN08	14APR08A	23SEP08	70
33450	Electrical Branch Rough-In	15	40	9	05MAY08A	30JUL08	05MAY08A	06NOV08	70
33450	Electrical Branch Rough-In	15	50	8	11APR08A	07JUL08	11APR08A	16OCT08	72
30430	Above Ceiling Plumbing	10	50	5	12MAY08A	08JUL08	12MAY08A	20OCT08	73
32510	Install Return and Supply Plenums	15	20	12	14APR08A	11JUL08	14APR08A	23OCT08	73
26485	Electrical Branch RI	20	80	4	14APR08A	08JUL08	14APR08A	21OCT08	74
2455	Install Panels Electrical	5	0	5	20MAY08A	14JUL08	20MAY08A	28OCT08	75
4455	Install Panels Electrical	5	40	3	12MAY08A	08JUN08	12MAY08A	23SEP08	75
9495	Terminate Panels & Transformers	5	20	4	12MAY08A	17JUN08	12MAY08A	07OCT08	78
26420	In Wall Electrical RI	15	90	2	25FEB08A	23JUN08	25FEB08A	13OCT08	78
10455	Install Panels Electrical	5	20	4	19MAY08A	20JUN08	19MAY08A	13OCT08	79
34420	Set Penthouse Mechanical Equipment	10	90	1	03MAR08A	02JUN08	03MAR08A	24SEP08	80
5455	Install Panels Electrical	5	20	4	12MAY08A	05JUN08	12MAY08A	30SEP08	81

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008	2009
22420	In Wall Electrical RI	15	90	2	12DEC07A	18JUN08	12DEC07A	13OCT08	81	M	A
32450	Electrical Branch Rough-In	15	40	9	14APR08A	13JUN08	14APR08A	09OCT08	82	J	J
41420	In Wall Electrical RI	15	80	3	11FEB08A	15JUL08	11FEB08A	10NOV08	83	A	A
19420	In Wall Electrical RI	15	90	2	17DEC07A	13JUN08	17DEC07A	13OCT08	84	M	M
20420	In Wall Electrical RI	15	90	2	12NOV07A	13JUN08	12NOV07A	13OCT08	84	J	J
15420	In Wall Electrical RI	15	90	2	22OCT07A	10JUN08	22OCT07A	13OCT08	87	D	D
32460	Install Security RI	5	25	4	12MAY08A	06JUN08	12MAY08A	09OCT08	87	O	O
3455	Install Panels Electrical	5	0	5	20MAY08A	08JUN08	20MAY08A	13OCT08	88	N	N
3465	Pull Feeder Wire	7	75	2	12NOV07A	04JUN08	12NOV07A	10OCT08	90	S	S
3470	Pull Branch Wire	5	75	1	12NOV07A	05JUN08	12NOV07A	13OCT08	90	A	A
3420	In Wall Electrical RI	15	95	1	05SEP07A	03JUN08	05SEP07A	10OCT08	91	M	M
8420	In Wall Electrical RI	15	95	1	25OCT07A	17JUN08	25OCT07A	28OCT08	93	J	J
13420	In Wall Electrical RI	15	90	2	01NOV07A	18JUN08	01NOV07A	04NOV08	97	D	D
23475	Pull Branch Wire	5	20	4	03MAR08A	27JUN08	03MAR08A	17NOV08	99	O	O
33470	Above Ceiling Plumbing	10	90	1	24MAR08A	25JUN08	24MAR08A	17NOV08	101	N	N
1460	Pull Feeder Wire	7	75	2	27SEP07A	03JUN08	27SEP07A	27OCT08	102	S	S
1475	Pull Branch Wire	5	75	1	27SEP07A	04JUN08	27SEP07A	28OCT08	102	A	A
23425	In Wall Electrical RI	15	90	2	17DEC07A	13JUN08	17DEC07A	11NOV08	105	M	M
7465	Pull Feeder Wire	7	75	2	21JAN08A	08JUN08	21JAN08A	10NOV08	108	J	J
6465	Pull Feeder Wire	7	75	2	02JAN08A	06JUN08	02JAN08A	10NOV08	109	D	D
2465	Pull Feeder Wire	7	75	2	05NOV07A	04JUN08	05NOV07A	10NOV08	111	O	O
7470	Pull Branch Wire	5	75	1	21JAN08A	10JUN08	21JAN08A	17NOV08	112	N	N
6470	Pull Branch Wire	5	75	1	03DEC07A	09JUN08	03DEC07A	17NOV08	113	S	S
2470	Pull Branch Wire	5	75	1	05NOV07A	05JUN08	05NOV07A	17NOV08	115	A	A
32470	Above Ceiling Plumbing	10	90	1	24MAR08A	03JUN08	24MAR08A	17NOV08	117	M	M
28420	In Wall Electrical RI	20	90	2	04FEB08A	23JUN08	04FEB08A	08JAN09	138	J	J

EXHIBIT M

PART 1

St. Elizabeth's Hospital Project Monthly Summary Report



Gilbane

Month/Year: June 2008 Date: 24 June 2008

Construction Manager Summary

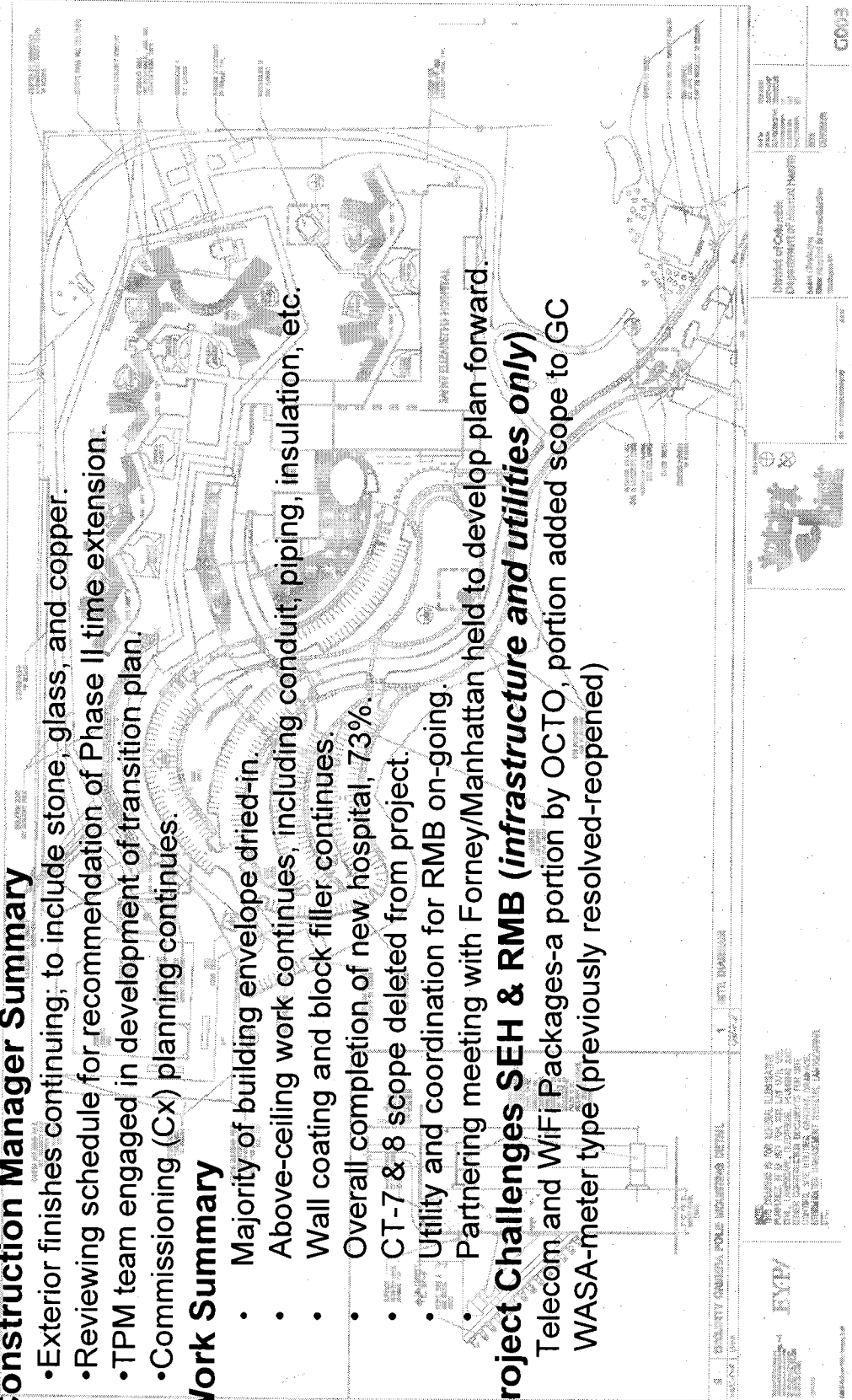
- Exterior finishes continuing; to include stone, glass, and copper.
- Reviewing schedule for recommendation of Phase II time extension.
- TPM team engaged in development of transition plan.
- Commissioning (Cx) planning continues.

Work Summary

- Majority of building envelope dried-in.
- Above-ceiling work continues, including conduit, piping, insulation, etc.
- Wall coating and block filler continues.
- Overall completion of new hospital, 73%.
- CT-7 & 8 scope deleted from project.
- Utility and coordination for RMB on-going.
- Partnering meeting with Forney/Manhattan held to develop plan forward.

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

- Telecom and WiFi Packages-a portion by OCTO, portion added scope to GC
- WASA-meter type (previously resolved-reopened)



EVP

NOTHING IS FOR AURAL LANGUAGE
UNLESS IT IS IN THE LIST OF
WORDS. CONSTRUCTION PROJECTS ARE
LARGE, SEE THE PLAN, CONSTRUCTION
PROJECTS ARE CONSTRUCTION PROJECTS.



Division of Construction
Department of Health and Human Services
New York State Office of General Services
New York State Office of General Services
New York State Office of General Services

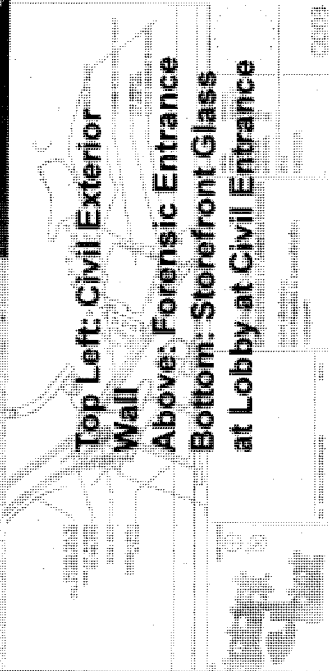
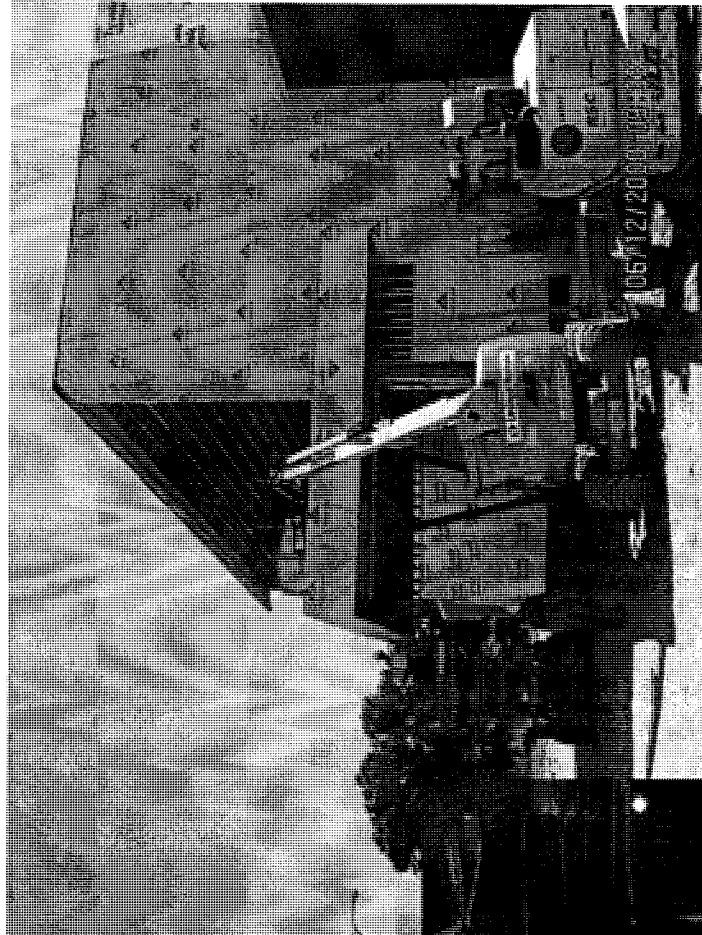
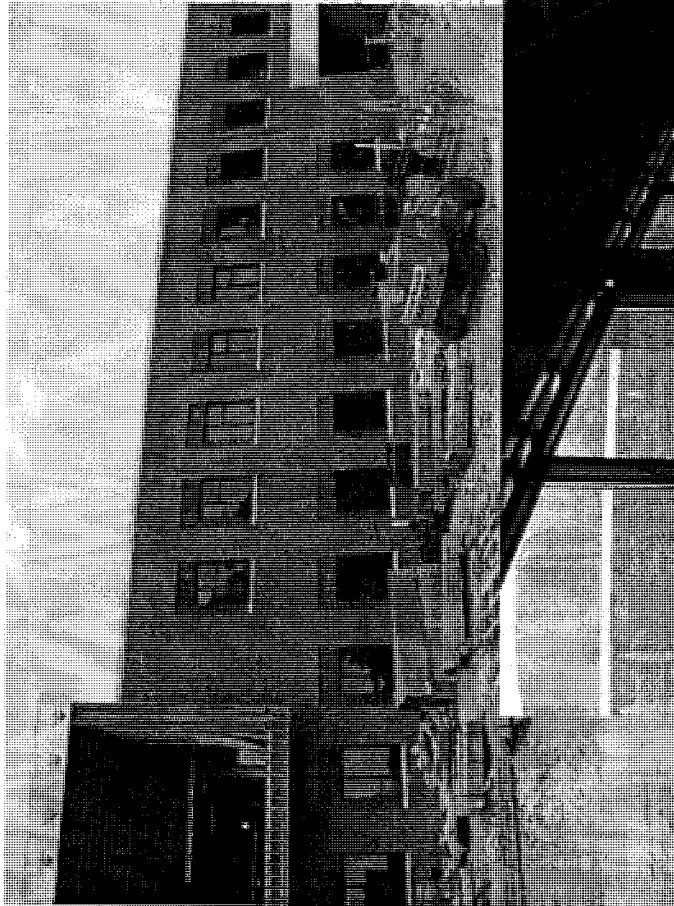
08/29/2008 10:00 AM

08/29/2008

Project Progress Photos



Gilbane



Top Left: Civil Exterior
Wall
Above: Forensic Entrance
Bottom: Storefront Glass
at Lobby at Civil Entrance





Gilbane

RMB, CT-7, CT-8

\$139,915.510

Original Contract Value: \$13,247,000

19

Approved Changes:

\$148,783,789

Current Contract Value: \$13,247,000

\$9,844,968

Pending Changes (OME):\$ 0

\$158,633.714

Pending Contract Value: \$13,247,000

- 262

- 1104

- # schedule update in order to make recommendation for a Phase

[illegible]

Project Controls Review



RFI Turnaround

ST. ELIZABETH'S HOSPITAL

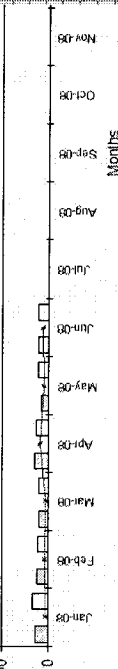
Project 3207

	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	33	45											
RFIs Resolved by AE	70	46	41	51	46	43											
Cumulative Total RFIs	765	814	855	906	952	995											
Total Open	12	15	14	37	21	24											

Chart 1. RFI Turnaround



Submittals Status



ST. ELIZABETH'S NEW 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
Submittal Turnaround	38	46	36	21	41	38										
Submittals to A/E	43	26	21	28	23	43										
Submittals Returned	22	0	3	22	6	7										
Submittals Late	538	584	620	641	642	720										
Cumulative Total Submittals																

Submittal Status

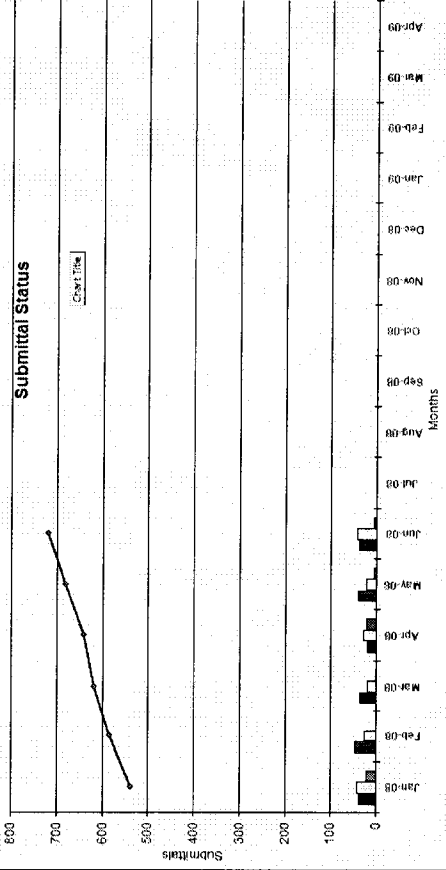


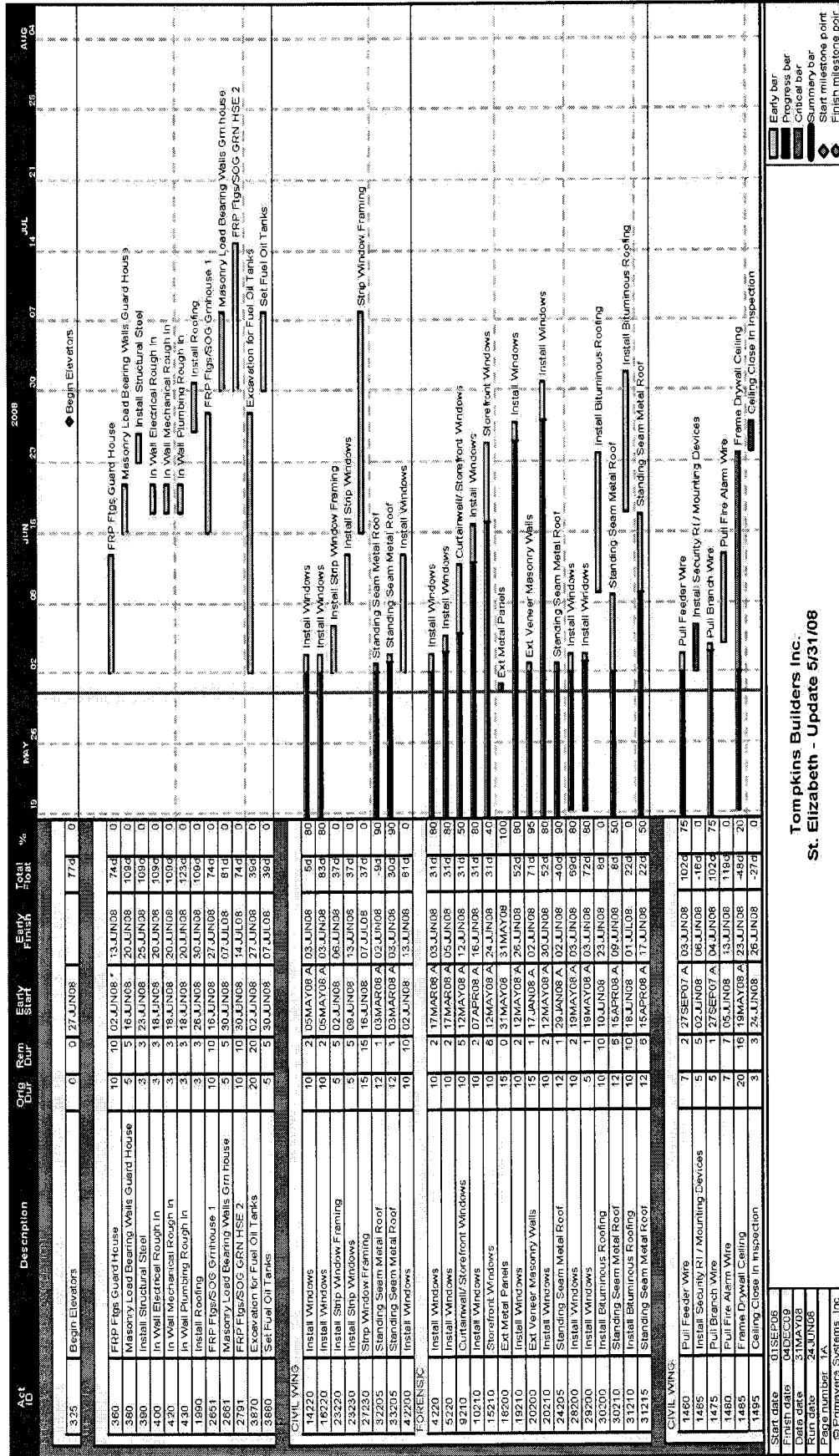
EXHIBIT M

PART 2

Schedule (activities scheduled for the month of June 2008)



Gilbane



Tompkins Builders Inc.
St. Elizabeth - Update 5/31/08

Start date 01SEP08
Finish date 04DEC09
Date date 31MAY08
Run date 24JUN08
Page number 1A
© Primavera Systems, Inc.



Gilbane

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

Act ID	Description	Orig	Rev	Early Start	Early Finish	Total	%	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	
--------	-------------	------	-----	-------------	--------------	-------	---	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	--



Gilbane

Schedule

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

Early bar
Progress bar
Critical bar
Summary bar
Start milestones bar
Finish milestones bar

Tompkins Builders Inc.
St. Elizabeth - Update 5/31/08

Start date 01SEP08
Finish date 04DEC08
Data date 31MAY08
Run date 24JUN08
Page number 3A
©Primavera Systems, Inc.

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total	%	19	MAY	05	09	JUN	16	23	30	07	14	JUL	21	28	AUG	04
8430	Above Ceiling Plumbing	10	1	22OCT07 A	17 JUN08	-200	95															
8435	Above Ceiling Mechanical Pipe	10	1	10JAN08 A	17 JUN08	-200	95															
8440	Electrical Feeder Rough-In	10	1	03DEC07 A	17 JUN08	-200	95															
8445	Electrical Branch RI	15	1	22OCT07 A	17 JUN08	-190	95															
8450	Above Ceiling Fire Sprinkler Mains and Branch	20	2	10MAR08 A	18 JUN08	-200	90															
8460	Install Security RI / Mounting Devices	5	5	18JUN08	24 JUN08	-80	0															
8465	Pull Feeder Wire	7	7	18JUN08	26 JUN08	-80	0															
8470	Pull Branch Wire	5	5	27JUN08	03 JUL08	-80	0															
13405	Non Load Bearing Masonry Walls	15	2	25OCT07 A	18 JUN08	0	90															
13410	In Wall Mechanical	15	2	01NOV07 A	18 JUN08	0	90															
13415	Install Door Frames	5	1	01NOV07 A	17 JUN08	0	100															
13420	In Wall Electrical RI	15	2	01NOV07 A	18 JUN08	97.0	90															
13425	Above Ceiling Duct Mains and Branches RI	20	2	10JUN08 A	18 JUN08	-10	90															
13430	Above Ceiling Plumbing	10	1	25OCT07 A	18 JUN08	-10	90															
13435	Above Ceiling Mechanical Pipe	10	1	10JAN08 A	18 JUN08	-10	90															
13440	Electrical Feeder Rough-In	10	1	03DEC07 A	18 JUN08	-10	90															
13445	Electrical Branch RI	15	2	25OCT07 A	19 JUN08	-10	90															
13450	Above Ceiling Fire Sprinkler Mains and Branch	20	2	10MAR08 A	19 JUN08	-10	90															
13460	Install Security RI / Mounting Devices	5	5	20JUN08	26 JUN08	100	0															
13465	Pull Feeder Wire	7	7	19JUN08	27 JUN08	900	0															
13470	Pull Branch Wire	5	5	30JUN08	07 JUL08	900	0															
14410	In Wall Mechanical	15	0	19NOV07 A	31MAY08	100																
14415	Install Door Frames	5	0	19NOV07 A	31MAY08	100																
14420	In Wall Electrical RI	15	0	19NOV07 A	31MAY08	100																
14425	Above Ceiling Duct Mains and Branches RI	20	2	26NOV07 A	23 JUN08	230	90															
14430	Above Ceiling Plumbing	10	1	19NOV07 A	20 JUN08	400	90															
14435	Metal Stud Partitions	10	1	26NOV07 A	19 JUN08	240	90															
14440	Above Ceiling Mechanical Pipe	10	1	19NOV07 A	20 JUN08	400	90															
14445	Electrical Feeder Rough-In	10	1	19NOV07 A	20 JUN08	400	90															
14450	In Wall Mechanical Rough-In - GYB Well	5	1	26NOV07 A	20 JUN08	240	90															
14455	Electrical Branch RI	15	2	19NOV07 A	23 JUN08	420	90															
14460	In Wall Electrical RI - GYB Well	5	1	26NOV07 A	20 JUN08	240	90															
14465	Above Ceiling Fire Sprinkler Mains and Branch	20	4	17MAR08 A	25 JUN08	400	80															
14470	Hang and Insulate One Side GYB	10	10	24JUN08	08 JUL08	230	0															
14475	Install Panels Electrical	5	5	23JUN08	27 JUN08	940	0															
14485	Install Security RI / Mounting Devices	5	5	24JUN08	30 JUN08	570	0															
14490	Pull Feeder Wire	7	7	23JUN08	01 JUL08	920	0															
14515	Frame Drywall Ceiling	20	20	26JUN08	24 JUL08	400	0															
14665	Electrical Branch Rough-In, Roof	5	5	24JUN08	30 JUN08	930	0															
15425	Above Ceiling Duct Mains and Branches RI	20	2	26NOV07 A	25 JUN08	380	90															
15430	Above Ceiling Plumbing	10	1	26NOV07 A	24 JUN08	380	90															
15435	Metal Stud Partitions	10	1	03DEC07 A	19 JUN08	340	90															
15440	Above Ceiling Mechanical Pipe	10	1	26NOV07 A	24 JUN08	380	90															
15445	Electrical Feeder Rough-In	10	1	03DEC07 A	24 JUN08	380	90															
15450	In Wall Mechanical Rough-In - GYB Well	5	1	03DEC07 A	24 JUN08	340	90															
15455	Electrical Branch RI	15	2	26NOV07 A	25 JUN08	440	90															
15460	In Wall Electrical RI - GYB Well	5	1	03DEC07 A	20 JUN08	340	90															
15475	Install Panels Electrical	5	5	25JUN08	01 JUL08	960	0															
15485	Install Security RI / Mounting Devices	5	5	26JUN08	02 JUL08	990	0															
16480	Pull Feeder Wire	7	7	25JUN08	03 JUL08	940	0															
16665	Electrical Branch Rough-In, Roof	5	5	25JUN08	01 JUL08	960	0															
17430	Above Ceiling Plumbing	10	2	16JAN08 A	27 JUN08	460	90															

Schedule

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



Gilbane

Act ID	Description	Orig	Rev	Early Start	Early Finish	Total %	2008	2009	2010
17435	Metal Stud Partitions	10	2	17MAR08 A	20JUN08	43%			
17440	Above Ceiling Mechanical Pipe	10	2	03JAN08 A	27JUN08	45%			
17445	Electrical Feeder Rough-In	10	2	16JAN08 A	27JUN08	45%			
17450	In Wall Mechanical Rough-In - GYB Wall	15	3	16JAN08 A	23JUN08	43%			
17455	Electrical Branch RI	15	3	16JAN08 A	23JUN08	51%			
17460	In Wall Electrical RI - GYB Wall	5	1	16JAN08 A	23JUN08	43%			
17465	Install Panels Electrical	5	1	30JUN08	07JUL08	93%			
17475	Pull Feeder Wire	7	7	30JUN08	07JUL08	91%			
17485	Scaffold for Non Load Bearing Masonry	5	1	17DEC07 A	05JUN08	-20%			
21400	Non Load Bearing Masonry Walls	15	3	17DEC07 A	11JUN08	-20%			
21410	In Wall Mechanical	15	2	17DEC07 A	10JUN08	-19%			
21415	Install Door Frames	15	2	17DEC07 A	08JUN08	-18%			
21420	In Wall Electrical RI	15	2	17DEC07 A	10JUN08	-19%			
21425	Above Ceiling Duct Mains and Branches RI	20	4	28FEB08 A	12JUN08	-20%			
21430	Above Ceiling Plumbing	10	1	21JAN08 A	09JUN08	21%			
21435	Above Ceiling Mechanical Pipe	10	1	21JAN08 A	09JUN08	21%			
21440	Electrical Feeder Rough-In	15	2	21JAN08 A	09JUN08	21%			
21445	Electrical Branch RI	15	2	21JAN08 A	09JUN08	21%			
21450	Above Ceiling Fire Sprinkler Mains and Branch	20	8	23JAN08 A	16JUN08	109%			
21455	Install Panels Electrical	5	5	10JUN08	16JUN08	109%			
21460	Install Security RI / Mounting Devices	5	5	10JUN08	16JUN08	109%			
21465	Pull Feeder Wire	7	4	10JUN08	13JUN08	110%			
21470	Pull Branch Wire	5	5	16JUN08	23JUN08	109%			
21475	Terminate Panels & Transformers	5	5	16JUN08	23JUN08	109%			
21480	Pull Fire Alarm Wire	7	7	23JUN08	01JUL08	119%			
23410	Non Load Bearing Masonry Walls	15	2	17DEC07 A	13JUN08	-20%			
23415	In Wall Mechanical	15	2	17DEC07 A	13JUN08	-20%			
23420	Install Door Frames	15	2	17DEC07 A	13JUN08	-19%			
23425	In Wall Electrical RI	15	2	17DEC07 A	13JUN08	-105%			
23430	Above Ceiling Duct Mains and Branches RI	20	2	21JAN08 A	16JUN08	-20%			
23435	Above Ceiling Plumbing	10	1	17DEC07 A	13JUN08	25%			
23440	Above Ceiling Mechanical Pipe	10	1	17DEC07 A	13JUN08	25%			
23445	Electrical Feeder Rough-In	15	2	14JAN08 A	16JUN08	25%			
23450	Electrical Branch RI	15	2	14JAN08 A	16JUN08	25%			
23455	Above Ceiling Fire Sprinkler Mains and Branch	20	10	23JAN08 A	26JUN08	34%			
23460	Install Panels Electrical	5	5	16JUN08	20JUN08	99%			
23465	Install Security RI / Mounting Devices	5	5	17JUN08	23JUN08	48%			
23470	Pull Feeder Wire	7	6	16JUN08	23JUN08	98%			
23475	Pull Branch Wire	5	4	03MAR08 A	27JUN08	99%			
23480	Terminate Panels & Transformers	5	5	24JUN08	30JUN08	98%			
23485	Pull Fire Alarm Wire	7	7	30JUN08	06JUL08	102%			
23490	Elevator Mobilize	3	3	27JUN08	01JUL08	71%			
26400	Scaffold for Non Load Bearing Masonry	5	1	04FEB08 A	19JUN08	54%			
26405	Non Load Bearing Masonry Walls	20	2	04FEB08 A	23JUN08	54%			
26410	In Wall Mechanical	20	2	04FEB08 A	23JUN08	54%			
26415	Install Door Frames	5	1	04FEB08 A	20JUN08	55%			
26420	In Wall Electrical RI	20	2	04FEB08 A	23JUN08	136%			
26425	Metal Stud Partitions	15	3	14APR08 A	25JUN08	54%			
26430	In Wall Mechanical Rough-In - GYB Wall	10	2	14APR08 A	30JUN08	54%			
26435	In Wall Electrical RI - GYB Wall	10	2	14APR08 A	30JUN08	54%			
32420	Set Penthouse Mechanical Equipment	10	1	03MAR08 A	02JUN08	48%			
32430	Penthouse Duct Mains and Branches RI	20	16	14APR08 A	24JUN08	48%			

Tompkins Builders Inc.
St. Elizabeth - Update 5/31/08

Start date	01SEP08
Finish date	01DEC08
Issue date	24JUN08
Page number	4A
© Primavera Systems, Inc.	

Early bar	
Progress bar	
Critical bar	
Summary bar	
Start milestone point	
Finish milestone point	

EXHIBIT M

PART 3

Schedule

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



Gilbane

Act ID	Description	Org	Run	Start	Early	Total	Finish	%	2008	2009	2010
32440	Electrical Feeder Rough-In	15	9	14APR08 A	13JUN08	700	40				
32450	Electrical Branch Rough-In	15	9	14APR08 A	13JUN08	820	40				
32460	Install Security RI	5	4	12MAY08 A	06JUN08	870	25				
32470	Above Ceiling Plumbing	10	1	24MAR08 A	03JUN08	1170	90				
32480	Mechanical Piping Rough In	20	20	24JUN08 A	23JUN08	660	0				
32490	Set VAV(s)	15	15	03JUN08	23JUN08	660	0				
32500	Install Panels/Transformers - Electrical	5	5	16JUN08	01JUL08	700	0				
32530	Pull Feeder Wire	7	7	23JUN08	01JUL08	700	0				
33420	Set Penthouse Mechanical Equipment	10	1	03MAY08 A	02JUN08	640	90				
33490	Install Security RI	5	3	25JUN08	27JUN08	770	40				
33470	Above Ceiling Plumbing	10	1	24MAR08 A	25JUN08	1010	90				
33490	Set VAV(s)	15	15	25JUN08	16JUL08	670	0				
34420	Set Penthouse Mechanical Equipment	10	1	03MAY08 A	02JUN08	800	90				
41400	Scaffold for Non Load Bearing Masonry	5	1	11FEB08 A	18JUN08	230	60				
41410	In Wall Mechanical	15	3	11FEB08 A	18JUN08	230	60				
42715	Set Mechanical Equipment	40	8	03MAY08 A	27JUN08	740	60				
42750	Incoming Feeders (by Others)	60	6	01APR08 A	09JUN08	190	90				
EXPENSE											
4455	Install Panels Electrical	5	3	13MAY08 A	08JUN08	750	40				
4460	Install Security RI / Mounting Devices	5	5	02JUN08	08JUN08	370	0				
4465	Pull Feeder Wire	7	1	12NOV07 A	02JUN08	460	80				
4470	Pull Branch Wire	5	1	12NOV07 A	03JUN08	460	80				
4475	Terminate Panels & Transformers	5	5	09JUN08	13JUN08	750	0				
4480	Pull Fire Alarm Wire	7	7	04JUN08	12JUN08	920	0				
4485	Frame Drywall Ceiling	20	12	24APR08 A	19JUN08	450	40				
4490	Install Ceiling Grid	10	10	02JUN08	13JUN08	420	0				
4495	Ceiling Close In Inspection	3	3	20JUN08	24JUN08	460	0				
4500	Hang and Finish Drywall Ceiling	20	20	25JUN08	23JUL08	460	0				
5450	Above Ceiling Fire Sprinkler Mains and Branch	5	5	19MAR08 A	08JUN08	810	20				
5455	Install Panels Electrical	5	4	12MAY08 A	05JUN08	810	20				
5460	Install Security RI / Mounting Devices	5	5	02JUN08	08JUN08	170	0				
5465	Pull Feeder Wire	7	1	12NOV07 A	03JUN08	420	80				
5470	Pull Branch Wire	5	1	12NOV07 A	03JUN08	420	80				
5475	Terminate Panels & Transformers	5	5	05MAY08 A	04JUN08	810	0				
5480	Pull Fire Alarm Wire	7	1	19MAY08 A	24JUN08	420	0				
5485	Frame Drywall Ceiling	20	12	19MAY08 A	24JUN08	420	0				
5490	Install Ceiling Grid	10	10	09JUN08	20JUN08	270	0				
5495	Ceiling Close In Inspection	3	3	25JUN08	27JUN08	290	0				
9405	Non Load Bearing Masonry Walls	15	2	09OCT07 A	03JUN08	480	90				
9410	In Wall Mechanical	15	1	09OCT07 A	02JUN08	10	20				
9415	Install Door Frames	5	1	09OCT07 A	03JUN08	60	90				
9420	In Wall Electrical RI	15	2	12NOV07 A	02JUN08	480	90				
9425	Above Ceiling Duct Mains and Branches RI	20	2	12NOV07 A	02JUN08	480	90				
9430	Above Ceiling Plumbing	10	1	12OCT07 A	02JUN08	50	90				
9435	Electrical Feeder Rough-In	10	6	14APR08 A	02JUN08	20	90				
9440	Electrical Branch RI	10	1	17OCT07 A	02JUN08	50	90				
9445	Set VAV(s)	15	15	03JUN08	23JUN08	660	0				
9450	Install Security RI	5	5	16JUN08	01JUL08	700	0				
9455	In Wall Mechanical Rough In - GYB Wall	5	3	14APR08 A	16JUN08	20	40				
9460	In Wall Electrical RI - GYB Wall	5	3	14APR08 A	16JUN08	20	40				
9465	Above Ceiling Fire Sprinkler Mains and Branch	20	3	02JUN08	04JUN08	50	90				
9470	Hang and Insulate One Side GYB	10	10	17JUN08	30JUN08	20	0				
9475	Install Panels Electrical	5	5	03JUN08	09JUN08	800	0				

Finish date 04DEC09
Data date 31MAY08
Run date 24JUN08
Page number 5A
© Primavera Systems, Inc.

Tompkins Builders Inc.
St. Elizabeth - Update 5/31/08

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point



Gilbane

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

Act ID	Order	Run	Description	Start	End	Early	Finish	Total	Float	%	2008	2009	2010
9480	5	04	Install Security RI / Mounting Devices	04 JUN 08	10 JUN 08	0	35d	0	0	0			
9485	7	03	Pull Feeder Wire	03 JUN 08	11 JUN 08	0	77d	0	0	0			
9490	5	12	Pull Branch Wire	12 JUN 08	18 JUN 08	0	77d	0	0	0			
9495	5	4	Terminate Panels & Transformers	04 JUN 08	17 JUN 08	0	20d	0	0	0			
9500	7	19	Pull Fire Alarm Wire	19 JUN 08	27 JUN 08	0	89d	0	0	0			
9515	20	25	Frame Drywall Ceiling	25 JUN 08	23 JUL 08	-8d	90d	0	0	0			
10405	15	2	Non Load Bearing Masonry Walls	02 JUL 08	05 JUL 08	0	49d	0	0	0			
10450	20	04	Above Ceiling Fire Sprinkler Mains and Branch RI	04 JUN 08	01 JUL 08	0	49d	0	0	0			
10455	5	4	Install Panels Electrical	04 JUN 08	20 JUN 08	0	79d	0	0	0			
10460	5	04	Install Security RI / Mounting Devices	04 JUN 08	12 JUN 08	0	85d	0	0	0			
10465	7	13	Pull Feeder Wire	13 JUN 08	19 JUN 08	0	93d	0	0	0			
10470	5	5	Terminate Panels & Transformers	05 JUN 08	27 JUN 08	0	79d	0	0	0			
10475	7	20	Pull Branch Wire	20 JUN 08	30 JUN 08	0	89d	0	0	0			
10480	7	10	Pull Fire Alarm Wire	10 JUN 08	02 JUL 08	0	27d	0	0	0			
11410	10	1	Set Penthouse Mechanical Equipment	01 JUN 08	02 JUN 08	0	27d	0	0	0			
11415	20	2	Penthouse Duct Mains and Branches RI	02 JUN 08	13 JUN 08	-17d	90d	0	0	0			
11420	15	8	Electrical Feeder Rough-In	08 JUN 08	11 JUN 08	0	35d	0	0	0			
11425	15	8	Electrical Branch Rough-In	08 JUN 08	11 JUN 08	0	44d	0	0	0			
11435	5	3	Install Security RI	03 JUN 08	04 JUN 08	0	49d	0	0	0			
11440	5	4	Mechanical Piping Rough In	04 JUN 08	30 JUN 08	0	11d	0	0	0			
11445	15	15	Set VAV(s)	15 JUN 08	24 JUN 08	-17d	90d	0	0	0			
11455	5	12	Install Panels/Transformers - Electrical	12 JUN 08	18 JUN 08	0	35d	0	0	0			
11460	15	15	Install Return and Supply Plenums	15 JUN 08	16 JUN 08	-17d	90d	0	0	0			
11465	7	4	Pull Feeder Wire	04 JUN 08	24 JUN 08	0	35d	0	0	0			
11470	5	3	Pull Branch Wire	03 JUN 08	27 JUN 08	0	35d	0	0	0			
11475	7	7	Pull Fire Alarm Wire	07 JUN 08	09 JUL 08	0	79d	0	0	0			
11480	7	30	Terminate Panels & Transformers	30 JUN 08	07 JUL 08	0	35d	0	0	0			
12410	10	1	Set Penthouse Mechanical Equipment	01 JUN 08	02 JUN 08	0	31d	0	0	0			
12415	20	2	Penthouse Duct Mains and Branches RI	02 JUN 08	05 JUN 08	-15d	90d	0	0	0			
12420	15	8	Electrical Feeder Rough-In	08 JUN 08	13 JUN 08	0	31d	0	0	0			
12425	15	8	Electrical Branch Rough-In	08 JUN 08	13 JUN 08	0	40d	0	0	0			
12435	5	3	Install Security RI	03 JUN 08	06 JUN 08	0	45d	0	0	0			
12445	15	15	Set VAV(s)	15 JUN 08	26 JUN 08	13d	90d	0	0	0			
12455	5	16	Install Panels/Transformers - Electrical	16 JUN 08	26 JUN 08	31d	90d	0	0	0			
12465	7	4	Pull Feeder Wire	04 JUN 08	26 JUN 08	31d	90d	0	0	0			
15400	5	1	Scaffold for Non Load Bearing Masonry	01 JUN 08	06 JUN 08	-37d	90d	0	0	0			
15405	15	2	Non Load Bearing Masonry Walls	02 JUN 08	10 JUN 08	-37d	90d	0	0	0			
15410	15	2	In Wall Mechanical	02 JUN 08	10 JUN 08	-36d	90d	0	0	0			
15415	5	1	Install Door Frames	01 JUN 08	09 JUN 08	-36d	90d	0	0	0			
15420	15	2	In Wall Electrical RI	02 JUN 08	10 JUN 08	-36d	90d	0	0	0			
15425	20	2	Above Ceiling Duct Mains and Branches RI	02 JUN 08	10 JUN 08	-36d	90d	0	0	0			
15430	10	1	Above Ceiling Plumbing	01 JUN 08	09 JUN 08	-36d	90d	0	0	0			
15435	10	1	Metal Stud Partitions	01 JUN 08	09 JUN 08	-36d	90d	0	0	0			
15440	10	1	Above Ceiling Mechanical Pipe	01 JUN 08	09 JUN 08	-36d	90d	0	0	0			
15445	10	1	Electrical Feeder Rough-In	01 JUN 08	09 JUN 08	-36d	90d	0	0	0			
15450	5	19	In Wall Mechanical Rough-In - GYB Wall	19 JUN 08	25 JUN 08	7d	90d	0	0	0			
15455	15	2	Electrical Branch RI	02 JUN 08	10 JUN 08	-36d	90d	0	0	0			
15460	5	5	In Wall Electrical RI - GYB Wall	05 JUN 08	11 JUN 08	-36d	90d	0	0	0			
15465	20	16	Above Ceiling Fire Sprinkler Mains and Branch	16 JUN 08	30 JUN 08	7d	90d	0	0	0			
15475	15	8	Install Panels Electrical	08 JUN 08	16 JUN 08	83d	90d	0	0	0			
15480	5	5	Install Security RI / Mounting Devices	05 JUN 08	17 JUN 08	56d	90d	0	0	0			
15485	7	7	Pull Feeder Wire	07 JUN 08	18 JUN 08	81d	90d	0	0	0			

Tompkins Builders Inc.
St. Elizabeth - Update 5/31/08

Start date	01SEP06
Finish date	04DEC08
Date date	31MAY08
Run date	24JUN08
Page number	6A
© Primavera Systems, Inc.	

Early bar	
Process bar	
Critical bar	
Summary bar	
Start milestone point	
Finish milestone point	



Gilbane

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

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	%	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	3349
--------	-------------	----------	---------	-------------	--------------	-------------	---	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

Schedule

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



Gilbane

Act 10	Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	%	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345
-----------	-------------	-------------	------------	----------------	-----------------	----------------	---	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

EXHIBIT N

PART 1

St. Elizabeth's Hospital Project Monthly Summary Report



Gilbane

Month/Year: July 2008 Date: 2 Aug 2008

Construction Manager Summary

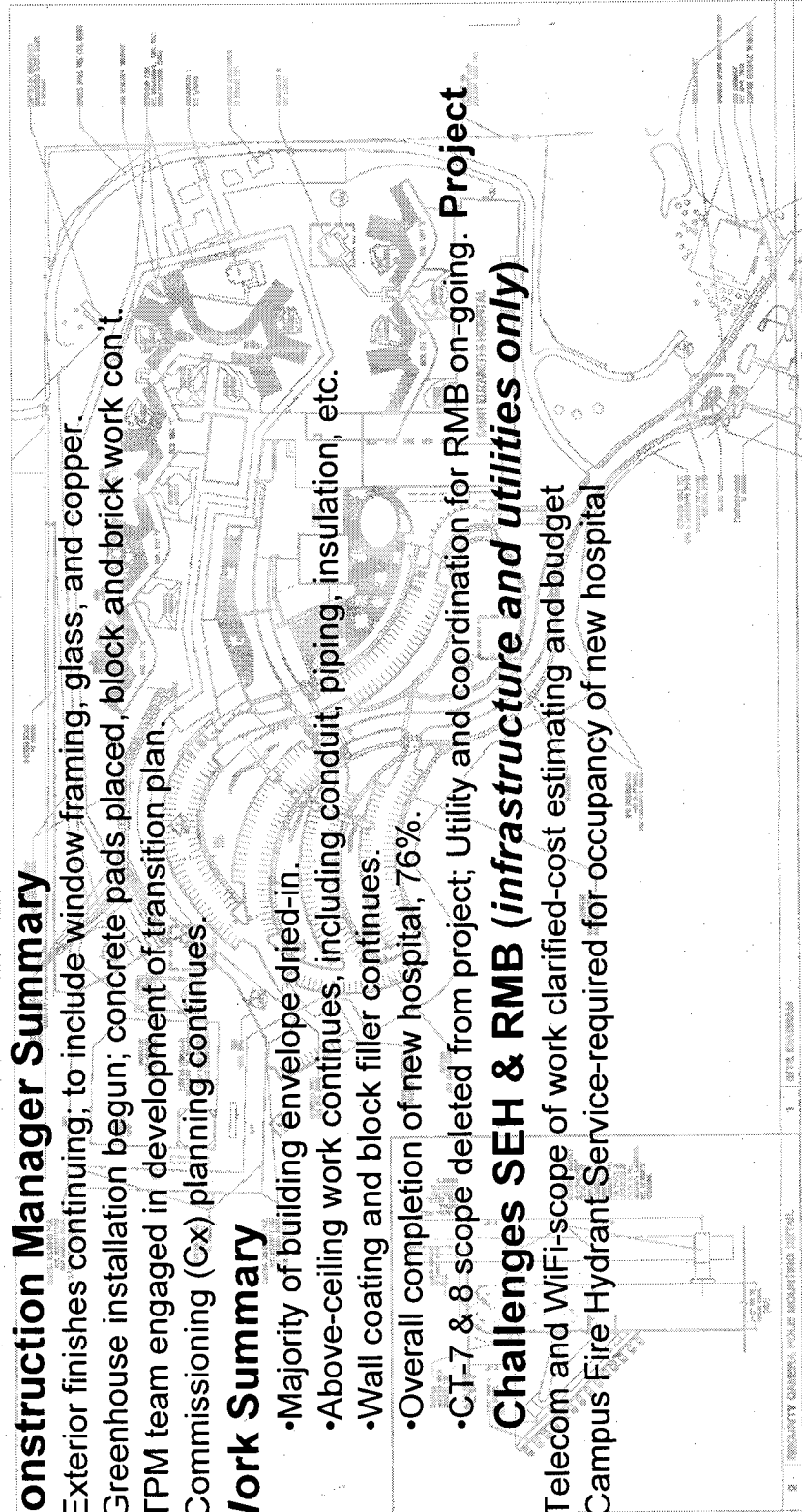
- Exterior finishes continuing; to include window framing, glass, and copper.
- Greenhouse installation begun; concrete pads placed, block and brick work con't.
- TPM team engaged in development of transition plan.
- Commissioning (Cx) planning continues.

Work Summary

- Majority of building envelope dried-in.
- Above-ceiling work continues, including conduit, piping, insulation, etc.
- Wall coating and block filler continues.
- Overall completion of new hospital, 76%.
- CT-7 & 8 scope deleted from project; Utility and coordination for RMB on-going. **Project**

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

- Telecom and WiFi-scope of work clarified-cost estimating and budget
- Campus Fire Hydrant Service-required for occupancy of new hospital

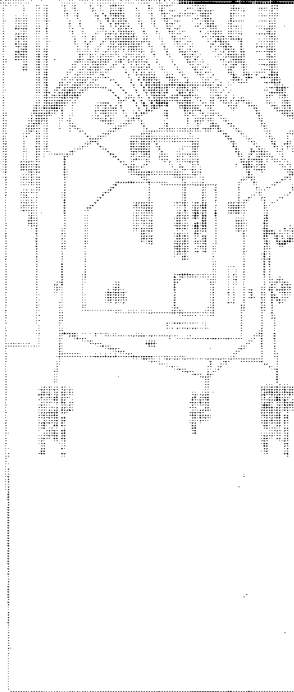
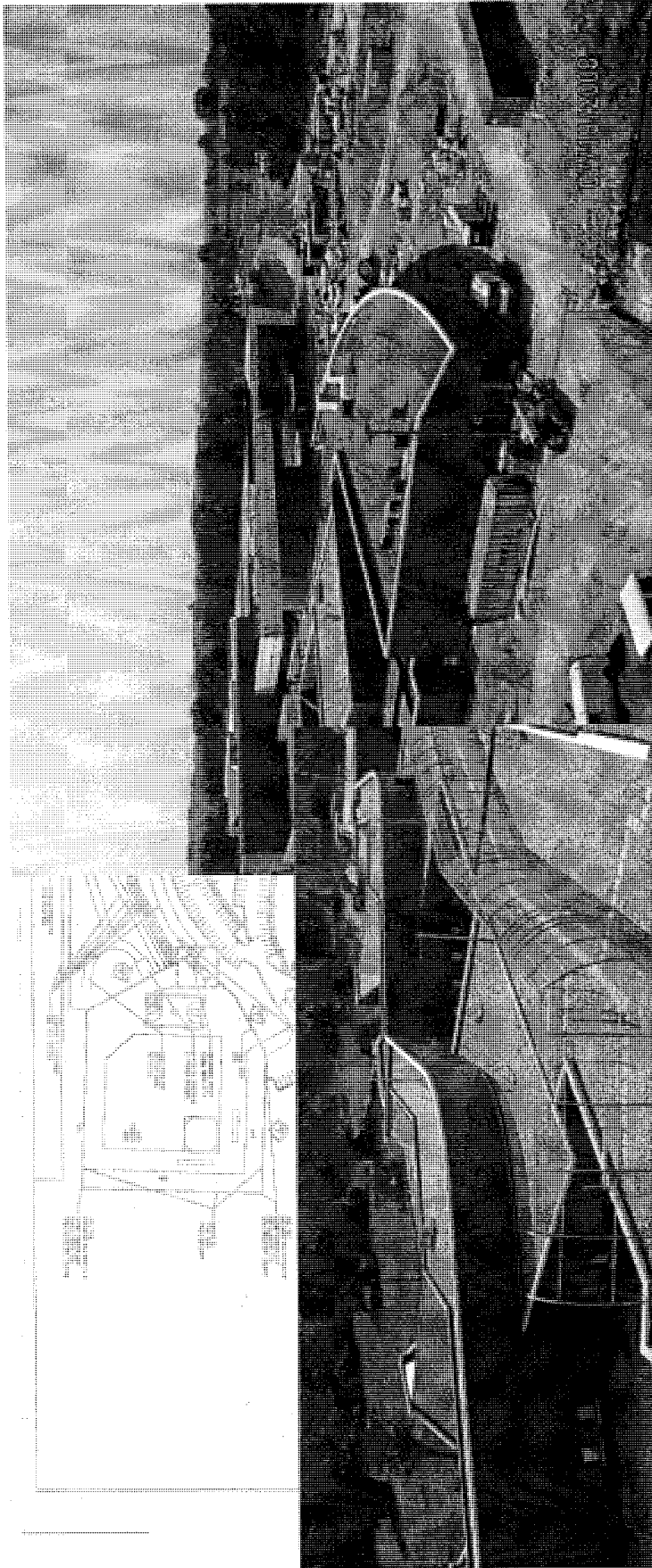


	DEPARTMENT OF PUBLIC HEALTH DIVISION OF COMMUNITY PLANNING AND DEVELOPMENT 100 STATE STREET, 10TH FLOOR BOSTON, MA 02111-1000 TEL: 617-725-7300 FAX: 617-725-7301 WWW.DPH.MA.GOV	PROJECT NO. 08-003 SHEET NO. 08-003-01 DATE: 08/01/08 DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	0003
--	--	---	------

Project Progress Photos



Gilbane



Top: JHP rooftop view of
MEP spaces, Auditorium
and Civil Wing

Bottom: JHP rooftop view
of Forensic Wing

000

07/18/2008

Project Controls Review



Gilbane

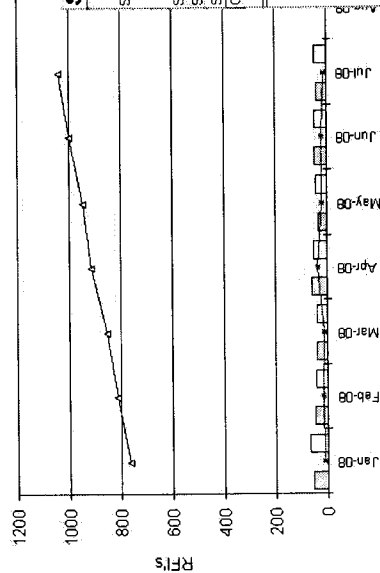
RFI Turnaround

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	33	50	39										
RFIs Resolved by A/E	70	46	41	51	46	49	47										
Cumulative Total RFIs	765	814	854	915	948	998	1037										
Total Open	12	15	14	37	21	20	13										

Chart 1. RFI Turnaround



Submittals Status

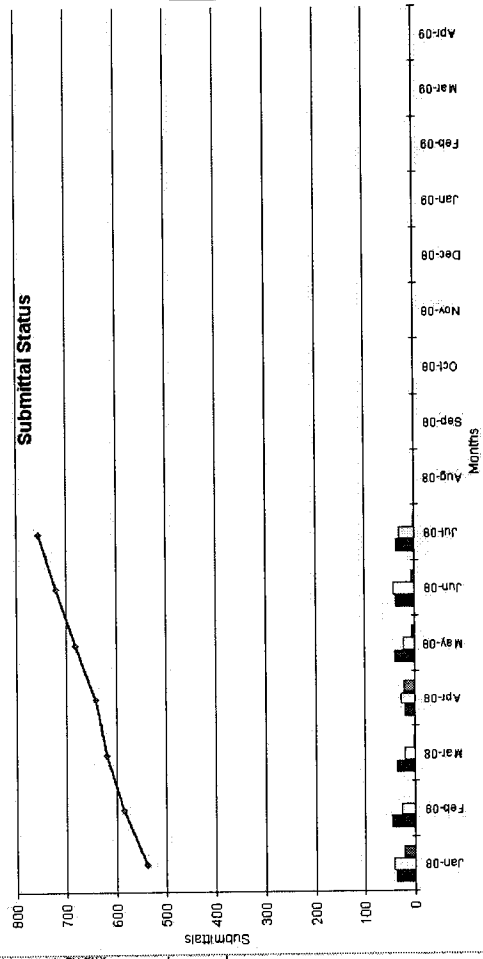
Submittal Turnaround

ST. ELIZABETH'S NEW 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
Submittal to A/E	38	46	36	21	41	38	36									
Submittals Returned	43	26	21	29	23	43	31									
Submittals Late	22	0	3	22	6	7	3									
Cumulative Total Submittals	538	584	620	641	682	720	756									

Submittal Status



RFIs Opened This Month RFIs Resolved by Gilbane

Submittal to A/E
Submittals Returned
Submittals Late
Cumulative Total Submittals

EXHIBIT N

PART 2

(activities scheduled for the month of July 2008)



Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
SITEWORK													
2651	FRP Figs/SOG Grnhouse 1	10	100	0	23JUN08A	15JUL08A		23JUN08A	15JUL08A				
2791	FRP Figs/SOG GRN HSE 2	10	100	0	23JUN08A	15JUL08A		23JUN08A	15JUL08A				
2661	Masonry Load Bearing Walls Gm	5	100	0	21JUL08A	28JUL08A		21JUL08A	28JUL08A				
2671	Mechanical In Wall Rough In	3	100	0	21JUL08A	28JUL08A		21JUL08A	28JUL08A				
2681	Mechanical In Wall Rough In	3	100	0	21JUL08A	28JUL08A		21JUL08A	28JUL08A				
2691	Plumbing In Wall Rough In	3	100	0	21JUL08A	28JUL08A		21JUL08A	28JUL08A				
2741	Exterior Masonry Brick	3	100	0	21JUL08A	28JUL08A		21JUL08A	28JUL08A				
3870	Excavation for Fuel Oil Tanks	20	100	0	23JUL08A	28JUL08A		23JUL08A	28JUL08A				
3880	Set Fuel Oil Tanks	5	0	5	31JUL08	08AUG08	17	25AUG08	29AUG08	17			
390	FRP Figs Guard House	10	0	10	31JUL08*	13AUG08	62	28OCT08	10NOV08	62			
2801	Masonry Load Bearing Walls Gm hse	5	50	3	24JUL08A	18AUG08	63	24JUL08A	14NOV08	63			
2811	Electrical In Wall Rough In	3	50	2	24JUL08A	18AUG08	99	24JUL08A	08JAN09	99			
2821	Mechanical In Wall Rough In	3	50	2	24JUL08A	18AUG08	99	24JUL08A	08JAN09	99			
2831	Plumbing In Wall Rough In	3	50	2	24JUL08A	18AUG08	101	24JUL08A	11JAN09	101			
280	FRP Curb and Gutter	20	45	11	07MAY08A	21NOV08	47	07MAY08A	28JAN09	47			
280	FRP Sidewalks	20	45	11	12MAY08A	09DEC08	52	12MAY08A	20FEB09	52			
SKIN													
3250	Install Windows	10	100	0	29APR08A	15JUL08A		29APR08A	15JUL08A				
6210	Install Windows	10	100	0	29APR08A	15JUL08A		29APR08A	15JUL08A				
7210	Curtainwall Framing	5	100	0	18JUN08A	15JUL08A		18JUN08A	15JUL08A				
10210	Install Windows	10	100	0	07APR08A	15JUL08A		07APR08A	15JUL08A				
15210	Storefront Windows	10	100	0	12MAY08A	15JUL08A		12MAY08A	15JUL08A				
17220	Curtainwall/Storefront Framing	5	100	0	18JUN08A	15JUL08A		18JUN08A	15JUL08A				
28200	Install Windows	10	100	0	19MAY08A	15JUL08A		19MAY08A	15JUL08A				
8220	Install Windows	10	100	0	24APR08A	18JUL08A		24APR08A	18JUL08A				
13220	Install Windows	10	100	0	25APR08A	18JUL08A		25APR08A	18JUL08A				
14220	Install Windows	10	100	0	05MAY08A	18JUL08A		05MAY08A	18JUL08A				
16220	Install Windows	10	100	0	05MAY08A	18JUL08A		05MAY08A	18JUL08A				
<div> <div>01SEP08</div> <div>01JAN10</div> <div>31JUL08</div> <div>06AUG08 0717</div> </div> <div> <div>Early Bar</div> <div>Progress Bar</div> <div>Critical Activity</div> </div> <div> <div>5823</div> <div>Tompkins Builders Inc.</div> <div>St. Elizabeth - Update 7/31/08</div> </div> <div> <div>Start Date</div> <div>Finish Date</div> <div>Date Date</div> <div>Run Date</div> </div> <div> <div>01SEP08</div> <div>01JAN10</div> <div>31JUL08</div> <div>06AUG08 0717</div> </div> <div> <div>Early Bar</div> <div>Progress Bar</div> <div>Critical Activity</div> </div> <div> <div>5823</div> <div>Tompkins Builders Inc.</div> <div>St. Elizabeth - Update 7/31/08</div> </div> <div> <div>Start Date</div> <div>Finish Date</div> <div>Date Date</div> <div>Run Date</div> </div>													

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
27230	Strip Window Framing	15	100	0	01JUL08A	16JUL08A		01JUL08A	18JUL08A		J	A	S
27240	Install Strip Windows	5	100	0	01JUL08A	18JUL08A		01JUL08A	18JUL08A		J	A	S
29200	Install Windows	5	80	1	19MAY08A	31JUL08	31	19MAY08A	15SEP08	31	J	A	S
7220	Install Curtain Wall Glass	3	50	2	21JUL08A	01AUG08	3	21JUL08A	06AUG08	3	J	A	S
30210	Standing Seam Metal Roof	12	80	2	15APR08A	01AUG08	-18	15APR08A	08JUL08	-18	J	A	S
31215	Standing Seam Metal Roof	12	80	2	15APR08A	05AUG08	-2	15APR08A	01AUG08	-2	J	A	S
9210	Curtainwall/ Storefront Windows	10	50	5	12MAY08A	06AUG08	1	12MAY08A	07AUG08	1	J	A	S
23220	Install Strip Window Framing	5	0	5	02JUN08A	08AUG08	10	02JUN08A	20AUG08	10	J	A	S
19210	Install Windows	10	80	2	12MAY08A	08AUG08	30	12MAY08A	22SEP08	30	J	A	S
20210	Install Windows	10	80	2	12MAY08A	12AUG08	30	12MAY08A	24SEP08	30	J	A	S
23230	Install Strip Windows	5	0	5	02JUN08A	13AUG08	10	02JUN08A	27AUG08	10	J	A	S
41200	Install Windows	10	0	10	31JUL08	13AUG08	12	18AUG08	29AUG08	12	J	A	S
42200	Install Windows	10	0	10	31JUL08	13AUG08	39	25SEP08	08OCT08	39	J	A	S
22230	Storefront Windows	10	80	2	16JUN08A	18AUG08	28	16JUN08A	26SEP08	28	J	A	S
23240	Install Metal Panel Siding	10	50	5	21JUL08A	20AUG08	10	21JUL08A	04SEP08	10	J	A	S
27250	Install Metal Panel Siding	10	50	5	21JUL08A	20AUG08	38	21JUL08A	14OCT08	38	J	A	S
9170	Install Green Roof	10	60	4	07APR08A	18JAN09	50	07APR08A	27MAR09	50	J	A	S
INTERIOR													
3405	Non Load Bearing Masonry Walls	15	100	0	05SEP07A	03JUL08A		05SEP07A	03JUL08A		J	A	S
3410	In Wall Mechanical	15	100	0	05SEP07A	03JUL08A		05SEP07A	03JUL08A		J	A	S
3420	In Wall Electrical RI	15	100	0	05SEP07A	03JUL08A		05SEP07A	03JUL08A		J	A	S
6405	Non Load Bearing Masonry Walls	15	100	0	26SEP07A	03JUL08A		26SEP07A	03JUL08A		J	A	S
6410	In Wall Mechanical	15	100	0	26SEP07A	03JUL08A		26SEP07A	03JUL08A		J	A	S
6420	In Wall Electrical RI	15	100	0	26SEP07A	03JUL08A		26SEP07A	03JUL08A		J	A	S
13405	Non Load Bearing Masonry Walls	15	100	0	25OCT07A	03JUL08A		25OCT07A	03JUL08A		J	A	S
13415	Install Door Frames	5	100	0	01NOV07A	03JUL08A		01NOV07A	03JUL08A		J	A	S
13455	Install Panels Electrical	5	100	0	02JUN08A	03JUL08A		02JUN08A	03JUL08A		J	A	S
32420	Set Penthouse Mechanical Equipment	10	100	0	03MAR08A	03JUL08A		03MAR08A	03JUL08A		J	A	S
32470	Above Ceiling Plumbing	10	100	0	24MAR08A	03JUL08A		24MAR08A	03JUL08A		J	A	S
9405	Non Load Bearing Masonry Walls	15	100	0	09OCT07A	10JUL08A		09OCT07A	10JUL08A		J	A	S
9410	In Wall Mechanical	15	100	0	17OCT07A	10JUL08A		17OCT07A	10JUL08A		J	A	S
9415	Install Door Frames	5	100	0	09OCT07A	10JUL08A		09OCT07A	10JUL08A		J	A	S
9420	In Wall Electrical RI	15	100	0	17OCT07A	10JUL08A		17OCT07A	10JUL08A		J	A	S
9430	Above Ceiling Plumbing	10	100	0	17OCT07A	10JUL08A		17OCT07A	10JUL08A		J	A	S

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
9445	Electrical Feeder Rough-In	10	100	0	17OCT07A	10JUL08A		17OCT07A	10JUL08A		J	A	S
9450	Electrical Branch RI	15	100	0	17OCT07A	10JUL08A		17OCT07A	10JUL08A		J	A	S
21400	Scaffold for Non Load Bearing	5	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
21410	Non Load Bearing Masonry Walls	15	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
21415	In Wall Mechanical	15	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
21420	Install Door Frames	5	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
21425	In Wall Electrical RI	15	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
21430	Above Ceiling Duct Mains and	20	100	0	28FEB08A	11JUL08A		28FEB08A	11JUL08A		J	A	S
21435	Above Ceiling Plumbing	10	100	0	21JAN08A	11JUL08A		21JAN08A	11JUL08A		J	A	S
21440	Above Ceiling Mechanical Pipe	10	100	0	21JAN08A	11JUL08A		21JAN08A	11JUL08A		J	A	S
21445	Electrical Feeder Rough-In	10	100	0	21JAN08A	11JUL08A		21JAN08A	11JUL08A		J	A	S
21450	Electrical Branch RI	15	100	0	21JAN08A	11JUL08A		21JAN08A	11JUL08A		J	A	S
22875	Above Ceiling Plumbing	5	100	0	10MAR08A	11JUL08A		10MAR08A	11JUL08A		J	A	S
22880	Above Ceiling Electrical Rough In	10	100	0	10MAR08A	11JUL08A		10MAR08A	11JUL08A		J	A	S
23410	Non Load Bearing Masonry Walls	15	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
23415	In Wall Mechanical	15	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
23420	Install Door Frames	5	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
23425	In Wall Electrical RI	15	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
23430	Above Ceiling Duct Mains and	20	100	0	21JAN08A	11JUL08A		21JAN08A	11JUL08A		J	A	S
23435	Above Ceiling Plumbing	10	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
23440	Above Ceiling Mechanical Pipe	10	100	0	17DEC07A	11JUL08A		17DEC07A	11JUL08A		J	A	S
23445	Electrical Feeder Rough-In	10	100	0	14JAN08A	11JUL08A		14JAN08A	11JUL08A		J	A	S
23450	Electrical Branch RI	15	100	0	14JAN08A	11JUL08A		14JAN08A	11JUL08A		J	A	S
30565	Spray Fireproof	5	100	0	27JUN08A	11JUL08A		27JUN08A	11JUL08A		J	A	S
31570	Spray Fireproof	5	100	0	23JUN08A	11JUL08A		23JUN08A	11JUL08A		J	A	S
41635	Metal Stud Partitions	10	100	0	12MAY08A	11JUL08A		12MAY08A	11JUL08A		J	A	S
41690	Scaffold for Masonry Walls	4	100	0	04FEB08A	11JUL08A		04FEB08A	11JUL08A		J	A	S
41695	Masonry Non Load Bearing Walls	10	100	0	04FEB08A	11JUL08A		04FEB08A	11JUL08A		J	A	S
41700	In Wall Electrical Rough In	10	100	0	04FEB08A	11JUL08A		04FEB08A	11JUL08A		J	A	S
41705	In Wall Mechanical Rough In	10	100	0	04FEB08A	11JUL08A		04FEB08A	11JUL08A		J	A	S
42640	Set & Connect Substations	40	100	0	01FEB08A	14JUL08A		01FEB08A	14JUL08A		J	A	S
42665	Energize Substations	20	100	0	02JUN08A	14JUL08A		02JUN08A	14JUL08A		J	A	S
7405	Non Load Bearing Masonry Walls	15	100	0	08OCT07A	15JUL08A		08OCT07A	15JUL08A		J	A	S
7410	In Wall Mechanical	15	100	0	23OCT07A	15JUL08A		23OCT07A	15JUL08A		J	A	S
7420	In Wall Electrical RI	15	100	0	17OCT07A	15JUL08A		17OCT07A	15JUL08A		J	A	S

EXHIBIT N

PART 3

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
11415	Penthouse Duct Mains and Branches	20	100	0	28FEB08A	15JUL08A		28FEB08A	15JUL08A		J	A	S
11445	Set VAV(s)	15	100	0	04JUN08A	15JUL08A		04JUN08A	15JUL08A		J	A	S
12415	Penthouse Duct Mains and Branches	20	100	0	15MAR08A	15JUL08A		15MAR08A	15JUL08A		J	A	S
12420	Electrical Feeder Rough-In	15	100	0	11APR08A	15JUL08A		11APR08A	15JUL08A		J	A	S
12425	Electrical Branch Rough-In	15	100	0	11APR08A	15JUL08A		11APR08A	15JUL08A		J	A	S
12440	Mechanical Piping Rough In	20	100	0	05MAY08A	15JUL08A		05MAY08A	15JUL08A		J	A	S
20450	Hang and Insulate One Side GYB	15	100	0	07JUL08A	15JUL08A		07JUL08A	15JUL08A		J	A	S
41400	Scaffold for Non Load Bearing	5	100	0	11FEB08A	15JUL08A		11FEB08A	15JUL08A		J	A	S
41405	Non Load Bearing Masonry Walls	15	100	0	11FEB08A	15JUL08A		11FEB08A	15JUL08A		J	A	S
41410	In Wall Mechanical	15	100	0	11FEB08A	15JUL08A		11FEB08A	15JUL08A		J	A	S
41415	Install Door Frames	5	100	0	11FEB08A	15JUL08A		11FEB08A	15JUL08A		J	A	S
41420	In Wall Electrical RI	15	100	0	11FEB08A	15JUL08A		11FEB08A	15JUL08A		J	A	S
41425	Above Ceiling Duct Mains and	20	100	0	12MAY08A	15JUL08A		12MAY08A	15JUL08A		J	A	S
41430	Above Ceiling Plumbing	10	100	0	26FEB08A	15JUL08A		26FEB08A	15JUL08A		J	A	S
41435	Above Ceiling Mechanical Pipe	10	100	0	26FEB08A	15JUL08A		26FEB08A	15JUL08A		J	A	S
41440	Electrical Feeder Rough-In	10	100	0	25FEB08A	15JUL08A		25FEB08A	15JUL08A		J	A	S
41445	Electrical Branch RI	15	100	0	25FEB08A	15JUL08A		25FEB08A	15JUL08A		J	A	S
41650	Hang and Insulate One Side GYB	10	100	0	07JUL08A	15JUL08A		07JUL08A	15JUL08A		J	A	S
1525	Ceramic Tile	7	100	0	10JUN08A	18JUL08A		10JUN08A	18JUL08A		J	A	S
2525	Ceramic Tile	7	100	0	12JUN08A	18JUL08A		12JUN08A	18JUL08A		J	A	S
4485	Frame Drywall Ceiling	20	100	0	24APR08A	18JUL08A		24APR08A	18JUL08A		J	A	S
5525	Ceramic Tile	7	100	0	27MAY08A	18JUL08A		27MAY08A	18JUL08A		J	A	S
18415	Penthouse Duct Mains and Branches	20	100	0	21MAR08A	18JUL08A		21MAR08A	18JUL08A		J	A	S
18430	Above Ceiling Plumbing	10	100	0	05MAY08A	18JUL08A		05MAY08A	18JUL08A		J	A	S
18445	Set VAV(s)	15	100	0	02JUN08A	18JUL08A		02JUN08A	18JUL08A		J	A	S
24415	Penthouse Duct Mains and Branches	20	100	0	24MAR08A	18JUL08A		24MAR08A	18JUL08A		J	A	S
24445	Set VAV(s)	15	100	0	02JUN08A	18JUL08A		02JUN08A	18JUL08A		J	A	S
17425	Above Ceiling Duct Mains and	20	100	0	16JAN08A	25JUL08A		16JAN08A	25JUL08A		J	A	S
17430	Above Ceiling Plumbing	10	100	0	16JAN08A	25JUL08A		16JAN08A	25JUL08A		J	A	S
17435	Metal Stud Partitions	10	100	0	17MAR08A	25JUL08A		17MAR08A	25JUL08A		J	A	S
17440	Above Ceiling Mechanical Pipe	10	100	0	03JAN08A	25JUL08A		03JAN08A	25JUL08A		J	A	S
17445	Electrical Feeder Rough-In	10	100	0	16JAN08A	25JUL08A		16JAN08A	25JUL08A		J	A	S
17450	In Wall Mechanical Rough In - GYB	5	100	0	16JAN08A	25JUL08A		16JAN08A	25JUL08A		J	A	S
17455	Electrical Branch RI	15	100	0	16JAN08A	25JUL08A		16JAN08A	25JUL08A		J	A	S
17460	In Wall Electrical RI - GYB Wall	5	100	0	16JAN08A	25JUL08A		16JAN08A	25JUL08A		J	A	S

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
											J A S O N D J F M A M J J A S O N D J F		
26445	Above Ceiling Plumbing	15	100	0	21JAN08A	28JUL08A		21JAN08A	28JUL08A				
26455	Above Ceiling Mechanical Pipe	15	100	0	21JAN08A	28JUL08A		21JAN08A	28JUL08A				
26460	Electrical Feeder Rough-In	15	100	0	14APR08A	28JUL08A		14APR08A	28JUL08A				
26465	Electrical Branch RI	20	100	0	14APR08A	28JUL08A		14APR08A	28JUL08A				
33470	Above Ceiling Plumbing	10	100	0	24MAR08A	28JUL08A		24MAR08A	28JUL08A				
19400	Scaffold for Non Load Bearing	5	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
19405	Non Load Bearing Masonry Walls	15	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
19410	In Wall Mechanical	15	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
19415	Install Door Frames	5	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
19420	In Wall Electrical RI	15	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
19430	Above Ceiling Plumbing	10	100	0	02JAN08A	30JUL08A		02JAN08A	30JUL08A				
19435	Above Ceiling Mechanical Pipe	10	100	0	02JAN08A	30JUL08A		02JAN08A	30JUL08A				
19440	Electrical Feeder Rough-In	10	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
19445	Electrical Branch RI	15	100	0	17DEC07A	30JUL08A		17DEC07A	30JUL08A				
20400	Scaffold for Non Load Bearing	5	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
20405	Non Load Bearing Masonry Walls	15	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
20410	In Wall Mechanical	15	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
20415	Install Door Frames	5	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
20420	In Wall Electrical RI	15	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
20430	Above Ceiling Plumbing	10	100	0	10DEC07A	30JUL08A		10DEC07A	30JUL08A				
20435	Above Ceiling Mechanical Pipe	10	100	0	03JAN08A	30JUL08A		03JAN08A	30JUL08A				
20440	Electrical Feeder Rough-In	10	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
20445	Electrical Branch RI	15	100	0	12NOV07A	30JUL08A		12NOV07A	30JUL08A				
8415	Install Door Frames	5	95	0	01NOV07A	30JUL08	-41	01NOV07A	02JUN08	-41			
12410	Set Penthouse Mechanical Equipment	10	100	0	10MAR08A			10MAR08A					
14410	In Wall Mechanical	15	100	0	19NOV07A			19NOV07A					
14415	Install Door Frames	5	100	0	19NOV07A			19NOV07A					
14420	In Wall Electrical RI	15	100	0	19NOV07A			19NOV07A					
42645	Set & Connect Switchboards	30	100	0	12MAY08A			12MAY08A					
42655	Install/Connect MCC	15	100	0	27MAY08A			27MAY08A					
1455	Install Panels Electrical	5	85	1	19MAY08A	31JUL08	61	19MAY08A	27OCT08	61			
1460	Pull Feeder Wire	7	90	1	27SEP07A	31JUL08	62	27SEP07A	28OCT08	62			
1465	Install Security RI	5	75	1	31JUL08	31JUL08	-54	14MAY08	14MAY08	-54			
2465	Install Panels Electrical	5	85	1	20MAY08A	31JUL08	69	20MAY08A	08NOV08	69			
2460	Install Security RI	5	75	1	20MAY08A	31JUL08	40	20MAY08A	26SEP08	40			

EXHIBIT N

PART 4



Gilbane

Sheet 7 of 15



Gilbane

Schedule

[illegible]

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float
1485	Frame Drywall Ceiling	20	80	4	18MAY08A	05AUG08	-66	18MAY08A	01MAY08	-66
2475	Pull Fire Alarm Wire	7	90	1	05NOV07A	05AUG08	82	05NOV07A	01DEC08	82
5485	Frame Drywall Ceiling	20	95	1	19MAY08A	05AUG08	-55	19MAY08A	18MAY08	-55
7450	Above Ceiling Fire Sprinkler Mains and	20	80	4	07JAN08A	05AUG08	-22	07JAN08A	03JUL08	-22
9480	Install Security RI	5	20	4	31JUL08	05AUG08	-4	25JUL08	30JUL08	-4
11420	Electrical Feeder Rough-In	15	75	4	11APR08A	05AUG08	15	11APR08A	26AUG08	15
11425	Electrical Branch Rough-In	15	75	4	11APR08A	05AUG08	20	11APR08A	03SEP08	20
12445	Set VAV(s)	15	75	4	04JUN08A	05AUG08	10	04JUN08A	19AUG08	10
14485	Above Ceiling Fire Sprinkler Mains and	20	80	4	17MAR08A	05AUG08	12	17MAR08A	21AUG08	12
15425	Above Ceiling Duct Mains and	20	90	2	04DEC07A	05AUG08	-66	04DEC07A	01MAY08	-66
15450	In Wall Mechanical Rough In - GYB	5	75	1	10JUN08A	05AUG08	-21	10JUN08A	07JUL08	-21
15460	In Wall Electrical RI - GYB Wall	5	75	1	10JUN08A	05AUG08	-21	10JUN08A	07JUL08	-21
16465	Above Ceiling Fire Sprinkler Mains and	20	80	4	17MAR08A	05AUG08	16	17MAR08A	27AUG08	16
17465	Above Ceiling Fire Sprinkler Mains and	20	80	4	12MAY08A	05AUG08	26	12MAY08A	11SEP08	26
18435	Install Security RI	5	75	1	02JUN08A	05AUG08	26	02JUN08A	11SEP08	26
24430	Above Ceiling Plumbing	10	90	1	14APR08A	05AUG08	24	14APR08A	08SEP08	24
26480	Install Security RI	8	50	4	07JUL08A	05AUG08	79	07JUL08A	25NOV08	79
28400	Scaffold for Non Load Bearing	5	90	1	26FEB08A	05AUG08	-30	26FEB08A	23JUN08	-30
32490	Set VAV(s)	15	75	4	31JUL08	05AUG08	46	08OCT08	08OCT08	46
3465	Pull Feeder Wire	7	30	5	12NOV07A	06AUG08	53	12NOV07A	21OCT08	53
6485	Pull Feeder Wire	7	30	5	02JAN08A	06AUG08	74	02JAN08A	19NOV08	74
7485	Pull Feeder Wire	7	30	5	21JAN08A	06AUG08	74	21JAN08A	19NOV08	74
9455	In Wall Mechanical Rough In - GYB	5	70	2	14APR08A	06AUG08	-38	14APR08A	12JUN08	-38
9480	In Wall Electrical RI - GYB Wall	5	70	2	14APR08A	06AUG08	-38	14APR08A	12JUN08	-38
9485	Pull Feeder Wire	7	30	5	31JUL08	06AUG08	38	24SEP08	30SEP08	38
11440	Mechanical Piping Rough In	20	80	4	06MAY08A	06AUG08	9	05MAY08A	19AUG08	9
11455	Install Panels/Transformers - Electrical	5	85	1	04JUN08A	06AUG08	15	04JUN08A	27AUG08	15
14490	Pull Feeder Wire	7	30	5	02JUN08A	06AUG08	74	02JUN08A	19NOV08	74
15475	Install Panels Electrical	5	85	1	10JUN08A	06AUG08	47	10JUN08A	13OCT08	47
16480	Pull Feeder Wire	7	30	5	02JUN08A	06AUG08	78	02JUN08A	25NOV08	78
17470	Hang and Insulate One Side GYB	10	80	2	02JUL08A	06AUG08	22	02JUL08A	08SEP08	22
17485	Pull Feeder Wire	7	30	5	02JUN08A	06AUG08	76	02JUN08A	21NOV08	76
21470	Pull Feeder Wire	7	30	5	02JUN08A	06AUG08	80	02JUN08A	28NOV08	80
23470	Pull Feeder Wire	7	30	5	02JUN08A	06AUG08	74	02JUN08A	19NOV08	74
23845	Set Equipment	5	0	5	31JUL08	06AUG08	70	07NOV08	13NOV08	70



Gilbane

Schedule

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008												2009											
											J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D						
26505	Wall Close In Inspection	5	0	5	31JUL08	06AUG08	48	08OCT08	14OCT08	48	Wall Close In Inspection																							
28415	Install Door Frames	5	90	1	25FEB08A	06AUG08	-29	25FEB08A	25JUN08	-29	Install Door Frames																							
30410	Set Penthouse Mechanical Equipment	10	50	5	10MAR08A	06AUG08	-21	10MAR08A	08JUL08	-21	Set Penthouse Mechanical Equipment																							
31410	Set Penthouse Mechanical Equipment	10	50	5	10MAR08A	06AUG08	-3	10MAR08A	01AUG08	-3	Set Penthouse Mechanical Equipment																							
32430	Penthouse Duct Mains and Branches	20	75	5	14APR08A	06AUG08	24	14APR08A	10SEP08	24	Penthouse Duct Mains and Branches RI																							
3470	Pull Branch Wire	5	30	4	12NOV07A	07AUG08	53	12NOV07A	22OCT08	53	Pull Branch Wire																							
6470	Pull Branch Wire	5	30	4	03DEC07A	07AUG08	74	03DEC07A	20NOV08	74	Pull Branch Wire																							
6480	Terminate Panels & Transformers	5	20	4	01JUL08A	07AUG08	74	01JUL08A	20NOV08	74	Terminate Panels & Transformers																							
7470	Pull Branch Wire	5	30	4	21JAN08A	07AUG08	74	21JAN08A	20NOV08	74	Pull Branch Wire																							
7475	Terminate Panels & Transformers	5	20	4	02JUN08A	07AUG08	74	02JUN08A	20NOV08	74	Terminate Panels & Transformers																							
8470	Pull Branch Wire	5	70	2	02JUN08A	07AUG08	61	02JUN08A	03NOV08	61	Pull Branch Wire																							
10455	Install Panels Electrical	5	85	1	18MAY08A	07AUG08	50	18MAY08A	17OCT08	50	Install Panels Electrical																							
12465	Pull Feeder Wire	7	30	5	05MAY08A	07AUG08	17	05MAY08A	02SEP08	17	Pull Feeder Wire																							
13470	Pull Branch Wire	5	70	2	02JUN08A	07AUG08	66	02JUN08A	10NOV08	66	Pull Branch Wire																							
14495	Pull Branch Wire	5	30	4	02JUN08A	07AUG08	74	02JUN08A	20NOV08	74	Pull Branch Wire																							
14500	Terminate Panels & Transformers	5	20	4	12JUN08A	07AUG08	74	12JUN08A	20NOV08	74	Terminate Panels & Transformers																							
15467	Above Ceiling Fire Sprinkler Mains and	20	80	4	10JUN08A	07AUG08	-20	10JUN08A	10JUL08	-20	Above Ceiling Fire Sprinkler Mains and Branch RI																							
16495	Pull Branch Wire	5	30	4	02JUN08A	07AUG08	78	02JUN08A	28NOV08	78	Pull Branch Wire																							
16500	Terminate Panels & Transformers	5	20	4	02JUN08A	07AUG08	78	02JUN08A	28NOV08	78	Terminate Panels & Transformers																							
19425	Above Ceiling Duct Mains and	20	90	2	24JAN08A	07AUG08	-66	24JAN08A	05MAY08	-66	Above Ceiling Duct Mains and Branches RI																							
21475	Pull Branch Wire	5	30	4	02JUN08A	07AUG08	80	02JUN08A	01DEC08	80	Pull Branch Wire																							
21655	Install Rails	10	60	4	12JUN08A	07AUG08	77	12JUN08A	25NOV08	77	Install Rails																							
23475	Pull Branch Wire	5	30	4	03MAR08A	07AUG08	74	03MAR08A	20NOV08	74	Pull Branch Wire																							
23480	Terminate Panels & Transformers	5	20	4	02JUN08A	07AUG08	74	02JUN08A	20NOV08	74	Terminate Panels & Transformers																							
28405	Non Load Bearing Masonry Walls	15	90	2	26FEB08A	07AUG08	-30	26FEB08A	25JUN08	-30	Non Load Bearing Masonry Walls																							
28410	In Wall Mechanical	15	90	2	25FEB08A	07AUG08	-30	25FEB08A	25JUN08	-30	In Wall Mechanical																							
28420	In Wall Electrical RI	15	90	2	25FEB08A	07AUG08	50	25FEB08A	17OCT08	50	In Wall Electrical RI																							
3475	Terminate Panels & Transformers	5	20	4	01JUL08A	08AUG08	53	01JUL08A	23OCT08	53	Terminate Panels & Transformers																							
8475	Terminate Panels & Transformers	5	50	3	02JUN08A	08AUG08	61	02JUN08A	04NOV08	61	Terminate Panels & Transformers																							
10465	Pull Feeder Wire	7	30	5	19MAY08A	08AUG08	52	19MAY08A	22OCT08	52	Pull Feeder Wire																							
12470	Pull Branch Wire	5	30	4	05MAY08A	08AUG08	17	05MAY08A	03SEP08	17	Pull Branch Wire																							
13475	Terminate Panels & Transformers	5	50	3	02JUN08A	08AUG08	66	02JUN08A	11NOV08	66	Terminate Panels & Transformers																							
15485	Pull Feeder Wire	7	30	5	02JUN08A	08AUG08	48	10JUN08A	1NOV08	48	Pull Feeder Wire																							
17480	Pull Branch Wire	5	30	4	02JUN08A	08AUG08	76	02JUN08A	25NOV08	76	Pull Branch Wire																							
17495	Terminate Panels & Transformers	5	20	4	02JUN08A	08AUG08	76	02JUN08A	25NOV08	76	Terminate Panels & Transformers																							

Sheet 10 of 15

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
18420	Electrical Feeder Rough-In	15	75	4	05MAY08A	08AUG08	18	05MAY08A	04SEP08	18	J	A	S
18425	Electrical Branch Rough-In	15	75	4	05MAY08A	08AUG08	23	05MAY08A	11SEP08	23	J	A	S
20455	Install Panels Electrical	5	85	1	02JUN08A	08AUG08	49	02JUN08A	17OCT08	49	J	A	S
20480	Install Security RI	5	75	1	02JUL08A	08AUG08	2	02JUL08A	12AUG08	2	J	A	S
29400	Scaffold for Non Load Bearing	5	90	1	04FEB08A	08AUG08	-18	04FEB08A	15JUL08	-18	J	A	S
2485	Frame Drywall Ceiling	20	80	4	20MAY08A	11AUG08	-66	20MAY08A	07MAY08	-66	J	A	S
3480	Pull Fire Alarm Wire	7	30	5	12NOV07A	11AUG08	77	12NOV07A	28NOV08	77	J	A	S
6475	Pull Fire Alarm Wire	7	30	5	02JUN08A	11AUG08	82	02JUN08A	05DEC08	82	J	A	S
7480	Pull Fire Alarm Wire	7	30	5	02JUN08A	11AUG08	82	02JUN08A	05DEC08	82	J	A	S
8485	Frame Drywall Ceiling	20	80	4	08MAY08A	11AUG08	-41	08MAY08A	12JUN08	-41	J	A	S
10470	Pull Branch Wire	5	30	4	18MAY08A	11AUG08	52	18MAY08A	23OCT08	52	J	A	S
10485	Frame Drywall Ceiling	20	80	4	23MAY08A	11AUG08	-54	23MAY08A	23MAY08	-54	J	A	S
13485	Frame Drywall Ceiling	20	80	4	18MAY08A	11AUG08	-21	18MAY08A	11JUL08	-21	J	A	S
14505	Pull Fire Alarm Wire	7	30	5	02JUN08A	11AUG08	82	02JUN08A	05DEC08	82	J	A	S
15490	Pull Branch Wire	5	30	4	10JUN08A	11AUG08	52	10JUN08A	23OCT08	52	J	A	S
16505	Pull Fire Alarm Wire	7	30	5	02JUN08A	11AUG08	86	02JUN08A	11DEC08	86	J	A	S
18455	Install Panels Electrical	5	85	1	02JUN08A	11AUG08	44	02JUN08A	13OCT08	44	J	A	S
20425	Above Ceiling Duct Mains and	20	90	2	09JAN08A	11AUG08	-48	09JAN08A	03JUN08	-48	J	A	S
21455	Above Ceiling Fire Sprinkler Mains and	20	60	8	23JAN08A	11AUG08	-16	23JAN08A	18JUL08	-16	J	A	S
21485	Pull Fire Alarm Wire	7	30	5	02JUN08A	11AUG08	94	02JUN08A	23DEC08	94	J	A	S
23485	Pull Fire Alarm Wire	7	30	5	02JUN08A	11AUG08	82	02JUN08A	05DEC08	82	J	A	S
29415	Install Door Frames	5	90	1	04FEB08A	11AUG08	-17	04FEB08A	17JUL08	-17	J	A	S
29420	In Wall Electrical RI	15	90	2	04FEB08A	11AUG08	-17	04FEB08A	17JUL08	-17	J	A	S
8480	Pull Fire Alarm Wire	7	70	2	02JUN08A	12AUG08	73	02JUN08A	24NOV08	73	J	A	S
13480	Pull Fire Alarm Wire	7	70	2	02JUN08A	12AUG08	76	02JUN08A	28NOV08	76	J	A	S
18440	Mechanical Piping Rough In	20	80	4	05MAY08A	12AUG08	9	05MAY08A	25AUG08	9	J	A	S
19465	Pull Feeder Wire	7	30	5	02JUN08A	12AUG08	46	02JUN08A	16OCT08	46	J	A	S
22430	Above Ceiling Plumbing	10	90	1	09JAN08A	12AUG08	-18	09JAN08A	17JUL08	-18	J	A	S
22435	Above Ceiling Mechanical Pipe	10	90	1	17DEC07A	12AUG08	-18	17DEC07A	17JUL08	-18	J	A	S
22445	Electrical Feeder Rough-In	10	90	1	09JAN08A	12AUG08	-18	09JAN08A	17JUL08	-18	J	A	S
24420	Electrical Feeder Rough-In	15	60	6	14APR08A	12AUG08	19	14APR08A	09SEP08	19	J	A	S
24425	Electrical Branch Rough-In	15	60	6	14APR08A	12AUG08	26	14APR08A	18SEP08	26	J	A	S
29405	Non Load Bearing Masonry Walls	15	90	2	04FEB08A	12AUG08	-18	04FEB08A	17JUL08	-18	J	A	S
29410	In Wall Mechanical	15	90	2	04FEB08A	12AUG08	-18	04FEB08A	17JUL08	-18	J	A	S
33480	Set VAV(s)	15	75	4	25JUL08A	12AUG08	48	25JUL08A	20OCT08	48	J	A	S

EXHIBIT N

PART 5

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
42715	Set Mechanical Equipment	40	80	8	03MAR08A	12AUG08	-17	03MAR08A	18JUL08	-17	J	A	S
3490	Install Ceiling Grid	10	0	10	31JUL08	13AUG08	-48	22MAY08	05JUN08	-48	S	J	J
3650	Above Ceiling Fire Sprinkler	10	0	10	31JUL08	13AUG08	34	18SEP08	01OCT08	34	J	F	A
9490	Pull Branch Wire	5	30	4	12MAY08A	13AUG08	36	12MAY08A	07OCT08	36	A	M	O
9495	Terminate Panels & Transformers	5	20	4	12MAY08A	13AUG08	36	12MAY08A	07OCT08	36	N	D	J
10475	Terminate Panels & Transformers	5	20	4	20JUN08A	13AUG08	50	20JUN08A	23OCT08	50			
10480	Pull Fire Alarm Wire	7	30	5	19MAY08A	13AUG08	60	19MAY08A	08NOV08	60			
11465	Pull Feeder Wire	7	30	5	05MAY08A	13AUG08	15	05MAY08A	04SEP08	15			
15500	Pull Fire Alarm Wire	7	30	5	10JUN08A	13AUG08	60	10JUN08A	08NOV08	60			
17500	Pull Fire Alarm Wire	7	30	5	02JUN08A	13AUG08	83	02JUN08A	10DEC08	83			
18455	Install Panels/Transformers - Electrical	5	50	3	02JUN08A	13AUG08	18	02JUN08A	08SEP08	18			
19470	Pull Branch Wire	5	30	4	02JUN08A	13AUG08	50	02JUN08A	23OCT08	50			
22425	Above Ceiling Duct Mains and Electrical Branch RI	20	90	2	08JUN08A	13AUG08	-36	08JUN08A	23JUN08	-36			
22450	Install Panels/Transformers - Electrical	5	85	1	02JUN08A	13AUG08	-4	09JAN08A	07AUG08	-4			
32530	Pull Feeder Wire	7	30	5	02JUN08A	13AUG08	43	02JUN08A	11SEP08	43			
20465	Pull Feeder Wire	7	30	5	02JUN08A	13AUG08	48	02JUN08A	14OCT08	48			
21690	Electrical Wiring	5	10	5	28JUL08A	14AUG08	77	28JUL08A	22OCT08	77			
28485	Pull Feeder Wire	10	30	7	02JUN08A	14AUG08	90	02JUN08A	22DEC08	90			
28430	Above Ceiling Plumbing	10	90	1	24MAR08A	14AUG08	-36	24MAR08A	24JUN08	-36			
28435	Above Ceiling Mechanical Pipe	10	90	1	05MAY08A	14AUG08	-36	05MAY08A	24JUN08	-36			
28440	Electrical Feeder Rough-In	10	90	1	17MAR08A	14AUG08	-36	17MAR08A	24JUN08	-36			
41455	Install Panels Electrical	5	85	1	12MAY08A	14AUG08	56	12MAY08A	03NOV08	56			
41480	Install Security RI	5	75	1	02JUN08A	14AUG08	34	02JUN08A	02OCT08	34			
41640	In Wall Mechanical Rough In - GYB Wall	5	75	1	12MAY08A	14AUG08	11	12MAY08A	28AUG08	11			
41645	In Wall Electrical RI - GYB Wall	5	75	1	12MAY08A	14AUG08	11	12MAY08A	28AUG08	11			
42430	Above Ceiling Plumbing	10	90	1	03MAR08A	14AUG08	6	03MAR08A	22AUG08	6			
20470	Pull Branch Wire	5	30	4	02JUN08A	15AUG08	48	02JUN08A	23OCT08	48			
20475	Terminate Panels & Transformers	5	20	4	02JUN08A	15AUG08	48	02JUN08A	23OCT08	48			
23655	Install Ralls	10	33	7	14JUL08A	15AUG08	70	14JUL08A	24NOV08	70			
28425	Above Ceiling Duct Mains and Electrical Branch RI	20	90	2	05MAY08A	15AUG08	-36	05MAY08A	25JUN08	-36			
28445	Electrical Branch RI	15	90	2	17MAR08A	15AUG08	-18	17MAR08A	22JUL08	-18			
28455	Install Panels Electrical	5	85	1	02JUN08A	15AUG08	30	02JUN08A	29SEP08	30			
42425	Above Ceiling Duct Mains and Electrical Branch RI	20	90	2	24MAR08A	15AUG08	6	24MAR08A	25AUG08	6			
11470	Pull Branch Wire	5	30	4	05MAY08A	18AUG08	15	05MAY08A	06SEP08	15			



Gilbane

Schedule

[illegible]



Gilbane

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

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float	2008	2009	2010
41475	Terminate Panels & Transformers	5	20	4	02JUN08A	21AUG08	55	02JUN08A	07NOV08	55	J	A	S
11475	Pull Fire Alarm Wire	7	30	5	11JUL08A	22AUG08	50	11JUL08A	03NOV08	50	O	N	D
22490	Pull Branch Wire	5	30	4	02JUN08A	22AUG08	41	02JUN08A	21OCT08	41	J	F	M
28470	Pull Branch Wire	5	30	4	02JUN08A	22AUG08	43	02JUN08A	23OCT08	43	A	M	A
32510	Install Return and Supply Plenums	15	20	12	14APR08A	22AUG08	43	14APR08A	23OCT08	43	J	J	J
32560	Pull Fire Alarm Wire	7	30	5	02JUN08A	22AUG08	69	02JUN08A	01DEC08	69	A	S	O
41480	Pull Fire Alarm Wire	7	30	5	07JUL08A	25AUG08	70	07JUL08A	03DEC08	70	N	D	J
24440	Mechanical Piping Rough In	20	50	10	02JUN08A	26AUG08	9	02JUN08A	08SEP08	9	J	F	M
24470	Pull Branch Wire	5	30	4	02JUN08A	26AUG08	20	02JUN08A	24SEP08	20	A	M	A
26500	Pull Fire Alarm Wire	8	30	6	02JUN08A	26AUG08	131	02JUN08A	02MAR09	131	J	J	J
26465	Pull Feeder Wire	7	30	5	02JUN08A	26AUG08	39	02JUN08A	21OCT08	39	A	S	O
33460	Mechanical Piping Rough In	20	50	10	12MAY08A	26AUG08	48	12MAY08A	03NOV08	48	N	D	J
18475	Pull Fire Alarm Wire	7	30	5	02JUN08A	27AUG08	46	02JUN08A	31OCT08	46	J	F	M
19450	Above Ceiling Fire Sprinkler Mains and	20	20	16	01JUL08A	27AUG08	-66	01JUL08A	23MAY08	-66	A	S	O
29470	Pull Branch Wire	5	30	4	02JUN08A	27AUG08	43	02JUN08A	28OCT08	43	N	D	J
42450	Above Ceiling Fire Sprinkler Mains and	20	50	10	25JUN08A	27AUG08	6	25JUN08A	05SEP08	6	J	F	M
22500	Pull Fire Alarm Wire	7	30	5	02JUN08A	28AUG08	47	02JUN08A	04NOV08	47	A	M	A
20450	Above Ceiling Fire Sprinkler Mains and	20	20	16	15FEB08A	29AUG08	-48	15FEB08A	23JUN08	-48	J	J	J
30415	Penthouse Duct Mains and Branches	20	10	18	28JUL08A	02SEP08	-21	28JUL08A	01AUG08	-21	A	S	O
33530	Pull Feeder Wire	7	30	5	02JUN08A	02SEP08	35	02JUN08A	21OCT08	35	N	D	J
22455	Above Ceiling Fire Sprinkler Mains and	20	20	16	15FEB08A	03SEP08	-18	15FEB08A	07AUG08	-18	J	F	M
34440	Electrical Feeder Rough-In	15	40	9	05MAY08A	03SEP08	30	05MAY08A	15OCT08	30	A	M	A
34450	Electrical Branch Rough-In	15	40	9	05MAY08A	03SEP08	46	05MAY08A	08NOV08	46	J	J	J
4510	Prime/1st Coat Walls & Ceilings	8	80	2	10APR08A	04SEP08	17	10APR08A	28SEP08	17	A	S	O
33540	Pull Branch Wire	5	30	4	02JUN08A	05SEP08	35	02JUN08A	24OCT08	35	N	D	J
30420	Electrical Feeder Rough-In	15	10	14	16JUN08A	08SEP08	-7	16JUN08A	27AUG08	-7	J	F	M
30425	Electrical Branch Rough-In	15	10	14	16JUN08A	08SEP08	5	16JUN08A	15SEP08	5	A	M	A
33510	Install Return and Supply Plenums	15	20	12	12MAY08A	08SEP08	42	12MAY08A	05NOV08	42	J	J	J
34430	Penthouse Duct Mains and Branches	20	40	12	05MAY08A	08SEP08	24	05MAY08A	10OCT08	24	A	S	O
15110	Prime/1st Coat Walls & Ceilings	10	75	3	08MAY08A	11SEP08	28	08MAY08A	21OCT08	28	N	D	J
31435	Above Ceiling Plumbing	10	50	5	05MAY08A	12SEP08	26	05MAY08A	20OCT08	26	J	F	M
42720	Pipe Up Mech Equip	40	30	28	14APR08A	22SEP08	-17	14APR08A	27AUG08	-17	A	M	A
31420	Electrical Feeder Rough-In	15	10	14	02JUN08A	25SEP08	-3	02JUN08A	22SEP08	-3	J	J	J
31425	Electrical Branch Rough-In	15	10	14	02JUN08A	25SEP08	13	02JUN08A	14OCT08	13	A	S	O
30440	Mechanical Piping Rough In	20	10	18	16JUN08A	26SEP08	14	16JUN08A	16OCT08	14	N	D	J

Schedule

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



Gilbane

Activity ID	Activity Description	Orig Dur	% Comp	Rem Dur	Early Start	Early Finish	Total Float	Late Start	Late Finish	Total Float
41715	Metal Stud Partitions	10	40	6	08JUL08A	26SEP08	8	08JUL08A	08OCT08	8
31415	Penthouse Duct Mains and Branches RI	20	0	20	29JUL08A	30SEP08	-21	29JUL08A	29AUG08	-21
34480	Mechanical Piping Rough In	20	30	14	12MAY08A	01OCT08	24	12MAY08A	04NOV08	24
5510	Prime/1st Coat Walls & Ceilings	8	60	3	19MAY08A	03OCT08	1	19MAY08A	06OCT08	1
41720	In Wall Mechanical Rough In - GYB	10	40	6	08JUL08A	06OCT08	8	08JUL08A	16OCT08	8
41725	In Wall Electrical Rough In - GYB	10	40	6	08JUL08A	06OCT08	8	08JUL08A	16OCT08	8
2510	Prime/1st Coat Walls & Ceilings	10	70	3	19MAY08A	09OCT08	17	19MAY08A	03NOV08	17
8510	Prime/1st Coat Walls & Ceilings	8	60	3	19MAY08A	09OCT08	8	19MAY08A	21OCT08	8
42660	Set & Connect Emergency Generators	40	75	10	12MAY08A	09OCT08	7	12MAY08A	20OCT08	7
8525	Ceramic Tile	7	50	4	18JUL08A	15OCT08	37	18JUL08A	08DEC08	37
3510	Prime/1st Coat Walls & Ceilings	10	70	3	23MAY08A	21OCT08	-11	23MAY08A	08OCT08	-11
31440	Mechanical Piping Rough In	20	10	18	02JUN08A	24OCT08	-6	02JUN08A	16OCT08	-6
10510	Prime/1st Coat Walls & Ceilings	8	60	3	16JUN08A	31OCT08	-9	16JUN08A	20OCT08	-9
10525	Ceramic Tile	7	90	1	24JUN08A	03NOV08	14	24JUN08A	21NOV08	14
13510	Prime/1st Coat Walls & Ceilings	8	80	3	19MAY08A	08NOV08	-7	19MAY08A	28OCT08	-7
13525	Ceramic Tile	7	50	4	18JUL08A	12NOV08	22	18JUL08A	15DEC08	22
15540	Prime/1st Coat Walls & Ceilings	8	60	3	09JUN08A	12NOV08	-17	09JUN08A	20OCT08	-17
6510	Prime/1st Coat Walls & Ceilings	8	50	4	01JUL08A	13NOV08	-24	01JUL08A	10OCT08	-24
28465	Frame Drywall Ceiling	20	25	15	07JUL08A	13NOV08	-66	07JUL08A	12AUG08	-66
19510	Prime/1st Coat Walls & Ceilings	8	20	6	23JUN08A	04DEC08	-32	23JUN08A	20OCT08	-32
7510	Prime/1st Coat Walls & Ceilings	8	20	6	01JUL08A	16DEC08	-40	01JUL08A	20OCT08	-40
28510	Prime/1st Coat Walls & Ceilings	8	33	5	07JUL08A	29JAN09	-71	07JUL08A	20OCT08	-71
21515	Prime/1st Coat Walls & Ceilings	8	0	8	01JUL08A	13FEB09	-66	01JUL08A	11NOV08	-66