



**REQUEST FOR TASK ORDER PROPOSAL
AGAINST THE DC SUPPLY SCHEDULE CONTRACTS**

To: **POTENTIAL OFFERORS**

Solicitation No.: **DCBY-2010-F-0502**

Caption: **Billing, Collections and Accounting Services**

Issuance Date: **July 30, 2010**

Due Date: **August 12, 2010**

The District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf, of the District of Columbia Office of Aging (DCOA) is seeking the services of a Contractor who is classified as a Certified Public Accounting Firm with experience in Medicare and Medicaid billing and claims to provide billing, collections and accounting services including cost reports and electronic submission of Minimum Data Set (MDS), private-pay and other third party payments for services provided to residents of the Washington Center for Aging Services (WCAS) nursing facility and geriatric adult day care program (Center Care) located at 2601 18th Street, NE Washington, DC 20019.

The task order quote shall be prepared in accordance with the instructions listed below and all hourly rates shall be at a minimum in accordance with the hourly rates in the Contractor's DC Supply Schedule (DCSS):

1. Submission Requirements

The task order quote shall be submitted as "Task Order Quotation in response to Request for Task Order DCBY-2010-F-0502, Billing, Collections and Accounting Services"

To determine the Offeror's responsibility, the response to this request shall include at a minimum:

- a. Previous Experience: A list of the Offeror's previous clients for which Medicaid and Medicare Billing and Collection services were provided. The list shall include the name of the client/company, address, telephone, email, contact person and the amount of the Contract.
- b. Past Performance Evaluation: The Offeror shall submit past performance evaluations from previous clients on the past performance evaluation form in Attachment B. The form shall be signed and dated by the previous client and submitted along with the quote.
- c. The Offeror shall demonstrate in a narrative its experience in performing Medicaid, Medicare, and private insurance billing or similar accounts involving long-term care institutions.
- d. Resumes of the Principal and Accounting Clerk I and Accounting Clerk II assigned to the contract.
- e. A copy of its DC Supply Schedule Pricing Schedule.
- f. Completed Price Schedule on Attachment B of this document.
- g. A Tax Certification Affidavit notarized, signed, and dated (See Attachment E).

2. Delivery of Solicitation

Responses to this Request for Task Order Quote shall be submitted to the following address:

**Office of Contracting and Procurement
Bid Counter
441 4th Street, NW, Room 700 South
Washington, DC 20001
Attn: Yvette Henry**

Response to: "Request for Task Order Proposal: DCBY-2010-F-0502, Billing, Collections and Accounting Services"

3. Quote Submission Date

The closing date for receipt of proposals is **10:00 a.m., Local Time, Wednesday, August 12, 2010.**

4. Evaluation for Award

- (a) The District will make award to the responsive and responsible bidder who submits the lowest fair and reasonable price in accordance with the Scope of Work in Attachment A, Section 2 of this document and the Submission Requirements in Section 2 on page 2 and 3 of this document.

5. Term of Contract

The period of performance shall be one year from the date of contract award.

6. Attachments

Attachment A – Statement of Work
Attachment B – Price Schedule
Attachment C – Past Performance Evaluation Form
Attachment D - Service Contract Wage Determination
Attachment E – Tax Affidavit

Questions may be referred to by email at yvette.henry@dc.gov. Questions regarding the solicitation must be received no later than 10:00 A.M. on Friday, August 6, 2010.

Contractor may mail or hand delivery the response to the attention of Bid Counter, Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 South, Washington, DC 20001, Attention: Yvette Henry.



Courtney Lattimore
Contracting Officer

ATTACHMENT A

SPECIFICATIONS/WORK STATEMENT

1 SCOPE

The District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf, of the District of Columbia Office of Aging (DCOA) is seeking the services of a Certified Public Accounting Firm to provide a fiscal closeout of the Washington Center on Aging Services (WCAS) which was previously managed under a contract with Vital Management Team Inc. (VMT). WCAS ceased operations on July 20, 2010. Services to be provided by the Contractor are billing, collections and accounting services (including cost reports and electronic submission of Minimum Data Set (MDS)), private-pay and other third party payments for services provided on behalf of the residents of the Washington Center for Aging Services (WCAS) nursing home and geriatric adult day care program (Center Care) located at 2601 18th Street, NE Washington, DC 20019. There are approximately \$4 million in claims that require reconciliation.

The period of performance shall be one year from date of contract award.

1.1 APPLICABLE DOCUMENTS

<i>Document Type</i>	<i>Title</i>	<i>Date</i>
Code of Federal Regulations, Volume 42 Part 483	Public Health, Requirements for Long Term Care Facilities	October 1, 1999, as amended
Code of Federal Regulations, Volume 45, Parts 160 and 164, Subparts A and E	Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 42 U.S.C. 1320d et seq	
22 D.C. Municipal Regulations	Public Health and Medicine, Chapter 32 Nursing Facilities	January 27, 1995, as amended
District Law 6-108, D.C. Code 44-1001	The Nursing Home and Community Residence Facility Residents' Protection Act of 1985	1985
District Law 5-48, D.C. Code 44-503	The Health Care and Community Residence Facility Hospice and Home Care Licensure Act of 1983	1984, as amended

29 D.C. Municipal Regulations	Reimbursement to Nursing Facilities by the D.C. Medicaid Program Chapter 9	May 29, 1998, as amended December 17, 1999
29 D.C. Municipal Regulations	Conditions for Participation of Providers of Day Treatment Programs in the D.C. Medical Assistance (Medicaid) Program Chapter 7	January 27, 1984

1.2 DEFINITIONS

- 1.2.1 Licensed and Certified Medicaid and Medicare Nursing Facility:** A nursing facility that has met the required District DCMR regulations for licensure and the federal conditions for participation in the Medicare and Medicaid programs.
- 1.2.2 Minimum Data Set (MDS):** Part of the U.S. federally mandated process for clinical assessment of all residents in Medicare or Medicaid certified nursing homes. This process provides a comprehensive assessment of each resident's functional capabilities and helps nursing home staff identify health problems.
- 1.2.3 Nursing Facility:** A 259 bed licensed and Medicare and Medicaid certified nursing facility located within the former Washington Center for Aging Services which included 31 skilled nursing and 231 nursing facility beds in accordance with federal and District laws and regulations.
- 1.2.4 Geriatric Adult Day Care Program (“Center Care”):** A city- wide Medicaid certified adult day care program housed within the nursing facility and specialized in serving older people with dementia with a capacity to serve 55 older people five days per week.
- 1.2.6 Residents:** The elderly who resided at the WCAS and received nursing facility services.

1.3 BACKGROUND

The WCAS was a District-owned licensed and certified Medicare/Medicaid nursing facility. It was a 259-bed long-term care facility that provided skilled and intermediate nursing care to residents 60 years of age and older. The facility also had a geriatric adult day care program (Center Care), an Alzheimer’s special care unit, and offered respite care or short-term relief for caregivers. WCAS had been under a management contract with the VMT for the past 20 years.

However, the contractual relationship between VMT and District ended at midnight on July 20, 2010. Starting July 21, 2010, the District's Department of Real Estate Services (DRES) entered into a new-long term ground lease with Stoddard Baptist Foundation to fully manage and operate the facility as a private long term care facility.

2. SCOPE OF WORK

2.1 Requirements

As the District winds up the business of WCAS, it would like to ensure that its financial interests are protected. The successful contractor shall complete the following:

- 2.1.1** The Contractor shall review the billing and collection data on all account services conducted by VMT for all Medicare, Medicaid, private pay, and other third party payment accounts at WCAS from the period of October 1, 2009 through July 20, 2010.
- 2.1.2** The Contractor shall bill and collect outstanding payments and accounts receivable incurred during the period of October 1, 2009 and July 20, 2010. This requirement shall be completed by the Contractor one year from date of contract award. All payments shall be made to the WCAS for deposit in the District Government controlled account.
- 2.1.3** The Contractor shall ensure accountability of all payments and accounts receivables. The Contractor shall document and post all payments and receipts in the general ledger and review the general ledger with the Contract Administrator (CA) on a monthly basis. The time and date set for the review of general ledger shall be mutually agreed upon between the Contractor and the CA within 10 days after contract award.
- 2.1.4** The Contractor shall oversee disbursements from the depository and compile a monthly report for the CA of all disbursements at a time mutually agreed upon between the CA and the Contractor.
- 2.1.5** The Contractor shall perform tax analysis and deductions and compile a report for the CA regarding the analysis and outcomes. The deliverable date for the report and the format for the report shall be mutually agreed upon between the Contractor and the CA within 45 days after Contract Award with a final delivery date no later than January 31, 2011.

- 2.1.6** The Contractor shall provide the CA with a monthly financial report for the previous month by the 10th day of each month.
- 2.1.7** The Contractor shall meet with the CA within 24 hours upon request and as required by the CA for briefings on the contract.
- 2.1.8** The Contractor shall confirm and provide to the CA all outstanding balances and provide a report to the CA on a monthly basis. In confirming the outstanding balances, the Contractor shall use appropriate financial statements.
- 2.1.9** The Contractor shall document and compile tax reports and financial close-outs for the CA as requested and required for the period of October 1, 2009 through July 20, 2010. The deliverable date for the tax reports and financial close-outs shall be mutually agreed upon between the Contractor and the CA within 30 days after contract award.
- 2.1.10** The Contractor shall provide in report form to the CA outcomes and actions resulting from Medicaid rebasing and audit process. The format and time for receipt of the report shall be mutually agreed upon between the Contractor and the CA within 30 days after Contract Award.
- 2.1.11** The Contractor shall meet with the CA within 5 days after Contract award and before work begins on the contract.
- 2.1.12** The Contractor shall provide by the 5th day of each month the time sheets for the previous month for each of the Contractor's employees assigned to the contract. The Contractor shall include along with the report a summary of the work provided by each employee during the previous month.
- 2.1.13** The Contractor shall be perform all work required by the Contract on location at WCAS. The District will provide to the Contractor with office space, a fax machine, and telephones at the former WCAS site. The Contractor will responsible for all other supplies required to perform the services under the contract.
- 2.1.14** The Contractor shall maintain an auditable program and financial accounting and reporting system as dictated by generally acceptable accounting practices for this type of facility during the term of the contract.
- 2.1.15** The Contractor shall maintain an integrated automated payroll, account payable, receivable and general ledger system during the term of the contract.

2.2 PERFORMANCE AND DELIVERY SCHEDULE

Following award, the District will provide instructions and forms for submission of the following deliverables:

2.2.1 DELIVERABLES

Reference	Deliverable	Quantity	Format/Method of Delivery	Due Date
2.1.1	The contractor shall bill and collect outstanding payments incurred during the period of October 1, 2009 through July 20, 2010.	N/A	Standard Accounting Procedures	To be completed one year after contract award.
2.1.3	Document and post all payments and receipts in the general ledger and review the general ledger with the CA on a monthly basis.	12	TBD	Monthly at a date and time to be mutually agreed with 10 days after contract award between the CA and the Contractor within 10 days after contract award.
2.1.4	Compile a monthly report for the CA of all disbursements	12	TBD	Format and deliverable date are to be mutually agreed upon between the CA and the Contractor.
2.1.5	The provide to the CA a report regarding tax analysis and deductions	As required	TBD	To be mutually agreed upon between the CA and Contractor within 45 days after contract award with completion date no later than January 21, 2011.
2.1.6	Monthly Financial Report to CA by Contractor	12	TBD	10 th day of each month
2.1.7	Initial Meeting with the CA	Not applicable	N/A	24 hours after contract award
2.1.9	Prepare tax reports and related financial close-outs from the period of October 1, 2009 through July 20, 2010	As required	TBD	Mutually agreed upon between the CA and Contractor within 30 days after contract award
2.1.10	Report on the outcomes and actions	TBD upon the CA and Contractor within 30 days		TBD

	resulting from Medicaid rebasing and audit process.	after contract award.		
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2.3 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Courtney Lattimore
 Contracting Officer
 Office of Contracting and Procurement
 District of Columbia Government
 441 4th Street, NW Suite 700 South
 Washington, DC 20001
 (202) 724-4233
 (202) 727-8843 (fax)
courtney.lattimore@dc.gov

2.4 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 2.4.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 2.4.2 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 CO.
- 2.4.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

2.5 CONTRACT ADMINISTRATOR (CA)

- 2.5.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- 2.5.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- 2.5.1.2 Coordinating site entry for Contractor personnel, if applicable;
- 2.5.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 2.5.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 2.5.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

2.5.2 The address and telephone number of the CA is:

Dr. Clarence Brown
Executive Director
District of Columbia Office of Aging
441- Fourth Street, NW Suite 900S
(202) 724-5622
(202) 724-4979 (facsimile)

2.5.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

2.6 INVOICE PAYMENT

2.6.1 The District will make payments to the Contractor, upon the submission of proper invoices or vouchers and timesheets, at the labor rates stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. Hourly rates shall be computed by multiplying the appropriate hourly rates in Attachment B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses, and profit.

2.6.2 The District will pay the Contractor on or before the 30th day of each month after receiving a proper invoice.

2.6.3 INVOICE SUBMITTAL

2.6.3.1 The Contractor shall submit to the CA a monthly invoice on the Contractor's letterhead, signed and dated by the Contractor by the 5th working day of each month for work performed in the previous month.

2.6.3.2 The Contractor shall submit one electronic copy of the invoice package to the CA by the 5th day of each month.

2.6.3.3 The Contractor shall include a detailed timesheet on the Contractor's letterhead that is signed and dated by the employee assigned to the contract and the Contractor.

2.6.3.4 The Contractor shall include along with the invoice and timesheets a brief summary describing the work completed by each of the contractor's employees for which timesheets are provided and any other information mutually agreed upon by the CA and the Contractor within 10 days after contract award.

3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY COMPLIANCE

3.1 The Contractor shall refer to and abide by the HIPAA Privacy Compliance as follows below:

(1) Definitions

(a) *Business Associate*. "Business Associate" shall mean [Insert the Name of the Contractor].

(b) *Covered Entity*. "Covered Entity" shall mean the **Washington Center for Aging Services**.

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 64.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) **Obligations and Activities of Business Associate**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of

Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

ATTACHMENT B

B SUPPLIES OR SERVICES AND PRICE

B.1 The District of Columbia (District), Office of Contracting and Procurement (OCP), on behalf, of the District of Columbia Office of Aging seeks a Certified Public Accounting Firm to provide a fiscal closeout of Washington Center for Aging Services.

B.2 TYPE OF CONTRACT

The District contemplates award of a requirements contract with firm fixed labor rates and in accordance with the terms and conditions in Contractor’s District of Columbia Supply Contract (DCSS).

B.3 PRICE SCHEDULE

Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses, and profit. The labor rates must be, at a minimum, in accordance with the Service Contract Act Wage Determination in Attachment E of this document.

The Contractor shall provide a breakdown on a separate spreadsheet of all costs included in the hourly rate for each Contract Line Item. The cost breakdown shall be submitted along with the bid at the time of bid opening.

Contract Line Item No. (CLIN)	Description of Services and Supplies	Unit	Estimated Labor Hours	Hourly Rate	Total Amount
0001A	Principal Accountant	1	2,080		
0001B	Accounting Clerk I	2	4,160		
0001C	Accounting Clerk II	2	4,160		
0001D	Total Not to Exceed Amount				

B.4 HOURLY RATE CEILING

B.4.1 The ceilings for specified hourly rate items are set forth in Sections B.3.

- B.4.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.3.
- B.4.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- B.4.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- B.4.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- B.4.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.3, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- B.4.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- B.4.8** If any hourly rate ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- B.4.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section B.3, unless the change order specifically increases the hourly rate ceilings.