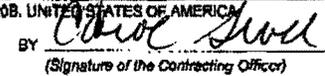


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| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 330) | | PAGE OF PAGES 1 62 | | | | | |
| 2. CONTRACT (Proc. Incl. Ident.) NO. HHS-500-2005-00010C | | | 3. EFFECTIVE DATE 05/11/2005 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 778-5-691401 | | | | | |
| 5. ISSUED BY CODE | | DSC | 6. ADMINISTERED BY (If other than Item 5) BARBARA RUFO Contracting Officer (410) 786-5589 | | CODE AGG/BR | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) NDHealth Corp NDC Plaza Atlanta GA 30329-2010 Attn: Scott Mackenzie | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | 9. DISCOUNT FOR PROMPT PAYMENT Net 30 | | | | |
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | | ITEM | | | | | | | |
| 11. SHIP TO/MARK FOR CODE 4047282507 | | FACILITY CODE | 12. PAYMENT WILL BE MADE BY DHHS, CMS, OFM, FSG Div. of Financial Operations, P.O. Box 7520 Baltimore MD 21207-0520 | | CODE ACCT | | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 USC 2304 (c) () 41 USC 283 (c) () | | 14. ACCOUNTING AND APPROPRIATION DATA 754/50511, 5998627, 252Z | | | | | | | |
| 15A. ITEM | 15B. SUPPLIES/SERVICES | | | 15C. QTY | 15D. UNIT | | | | |
| | | | | | | | | | |
| | Continued | | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$416,711.00 | | | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | | | |
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | | 18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) Randolph L. M. Hutto, EVP & General Counsel | | | | | 20A. NAME OF CONTRACTING OFFICER CAROL G. SEVEL | | | | |
| 19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign) | | | | | 19C. DATE SIGNED 5/10/05 | | 20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer) | | 20C. DATE SIGNED 5/11/05 |

ORIGINAL

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NAME OF OFFEROR OR CONTRACTOR

NDCHealth Corp

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | Tax ID Number: 042978528 DUNS Number: 042978528 Delivery: 05/12/2006 FOB: Destination Period of Performance: 05/11/2005 to 05/10/2006 Calculation of Beneficiary TROOP Level Obligated Amount: \$416,711.00 Total amount of award: \$416,711.00. The obligation for this award is shown in box 15G. | | | | 416,711.00 |

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| AWARD/CONTRACT | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF PAGES 1 62 |
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|--|---------------------------------|---|
| 2. CONTRACT (Proc. Inst. Ident.) NO. HHSM-500-2005-00010C | 3. EFFECTIVE DATE 05/11/2005 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 778-5-691401 |
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| | |
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| 5. ISSUED BY CODE DSC CMS, OAGM, AGG, DSC 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850 | 6. ADMINISTERED BY (if other than Item 5) CODE AGG/BR BARBARA RUFO Contracting Officer (410) 786-5589 |
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| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) NDCHealth Corp NDC Plaza Atlanta GA 30329-2010 Attn: Scott Mackenzie | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
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| | |
|-----------------|---------------|
| CODE 4047282507 | FACILITY CODE |
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|---|---|
| 11. SHIP TO/MARK FOR CODE N/A Not Applicable | 12. PAYMENT WILL BE MADE BY CODE ACCT DHHS, CMS, OFM, FSG Div. of Financial Operations, P.O. Box 7520 Baltimore MD 21207-0520 |
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| 15A. ITEM | 15B. SUPPLIES/SERVICES | 15C. QTY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
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15G. TOTAL AMOUNT OF CONTRACT \$416,711.00

| 16. TABLE OF CONTENTS | | | | | | | |
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| X | G | CONTRACT ADMINISTRATION DATA | 9 | | | | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 6 | PART VI - EVALUATION FACTORS FOR AWARD | | | |
| | | | | | M | EVALUATION FACTORS FOR AWARD | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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| 19A. NAME AND TITLE OF SIGNER (Type or print) | 20A. NAME OF CONTRACTING OFFICER CAROL G. SEVEL |
| 19B. NAME OF CONTRACTOR | 20B. UNITED STATES OF AMERICA |
| BY _____ (Signature of person authorized to sign) | BY _____ (Signature of the Contracting Officer) |
| 19C. DATE SIGNED | 20C. DATE SIGNED |

| | | | |
|-----------------------|---|----|-------------------------|
| AWARD/CONTRACT | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 260) | RA | PAGE OF PAGES 1 / 62 |
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| 2. CONTRACT (Proc. Inst. Ident.) NO. HHSN-500-2005-00010C | 3. EFFECTIVE DATE 05/11/2005 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 778-5-691401 |
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CMS, OAGM, AGG, DSC
7500 SECURITY BLVD., MS: C2-21-15
BALTIMORE MD 21244-1850

BARBARA RUFO
Contracting Officer
(410) 786-5589

| | |
|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
|--|--|

NDCHealth Corp
NDC Plaza
Atlanta GA 30329-2010

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

| | |
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| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | EM |
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| Attn: Scott Mackenzie CODE 4047282507 | FACILITY CODE |
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| 11. SHIP TO/MARK FOR CODE | N/A | 12. PAYMENT WILL BE MADE BY CODE | ACCT |
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Not Applicable

DHHS, CMS, OEM, FSG
Div. of Financial Operations,
P.O. Box 7520
Baltimore MD 21207-0520

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| 15G. TOTAL AMOUNT OF CONTRACT | \$416,711.00 |
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|---|--|

| | |
|--|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) Randolph M. Hu... EVP & General Counsel | 20A. NAME OF CONTRACTING OFFICER CAROL G. SEVEL |
| 19B. NAME OF CONTRACTOR BY: [Signature] | 20B. UNITED STATES OF AMERICA BY: [Signature] |
| 19C. DATE SIGNED 5/10/05 | 20C. DATE SIGNED 5/11/2005 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

NDHealth Corp

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
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CONTINUATION SHEET

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- B.3 CONSIDERATION AND PAYMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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- G.5 TECHNICAL DIRECTION
- G.6 CONTRACTING OFFICER RESPONSIBILITY
- G.7 PROJECT DIRECTOR/PROJECT MANAGER
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- I.2 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR) INCORPORATED BY REFERENCE 352.252-20
- I.3 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL LITEMS (MAY 2002)
- I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.5 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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- J.2 Representations, Certifications, and Other Statements of Offerors or Quoters
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- J.5 Estimate of potential Part D supplemental transactions— for system sizing purposes only
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- J.11 IT Project Management Report
- J.12 CMS IT SDLC Contract Schedule Template
- J.13 CMS data use agreement

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DESCRIPTION OF SERVICES

This is a contract with an organization to serve as the True Out of Pocket (TrOOP) contractor under the Medicare Part D program. The TrOOP shall be responsible for establishing the procedures for determining if costs for Part D enrollees are being reimbursed by other payors and for alerting Prescription Drug Plans (PDP) sponsors and Medicare Advantage (MA) organizations about such arrangements.

B.2 TYPE OF CONTRACT

This is a fixed price/rate contract comprised of a fixed price for all development costs and a fixed rate per transaction cost.

B.3. CONSIDERATION AND PAYMENT

For the purpose of work performed under the terms and conditions of this contract, the following is a breakout of the firm fixed price developmental costs and shall apply for the duration of the contract:

- A. CLIN 0001 – Base Period - The Contractor shall provide the Developmental phase of the contract in accordance with Section C, Statement of Work, for the base period in the Fixed Price amount of \$416,711. CLIN 0001 consists of all SOW requirements except Optional Task 2.

The contractor shall submit monthly vouchers in accordance with the vouchering procedures defined in Section G of this contract. The fixed price portion of the effort shall be paid to the contractor in accordance with contract Section B.3.a., Payment Schedule.

- B. CLIN 0002 (Optional) – Base Period Fixed Transaction Rate

The total not-to-exceed value of this contract is (b)(4), which assumes a maximum of (b)(4) transactions.

B.3.a. PAYMENT SCHEDULE

The contractor shall submit monthly vouchers in accordance with the vouchering procedures defined in Section G of this contract. The fixed price portion of this contract shall be broken out in equal amounts as identified in the following payment schedule:

Base Period - CLIN 0001

| <u>Month</u> | <u>Payment</u> |
|--------------|----------------|
| 1-11 | \$34,726/month |
| 12 | \$34,725 |
| TOTAL | \$416,711 |

Optional Period - CLIN 0002 (Task 2)

| <u>Month</u> | <u>Payment</u> |
|--------------|----------------|
| X | TBD/per month |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. STATEMENT OF WORK

A. BACKGROUND AND SCOPE

Section 1860D-2 of the MMA requires the tracking of beneficiaries' "true out-of-pocket" (TrOOP) expenditures. This section specifies the incurred costs that count toward TrOOP. Costs are treated as "incurred" only if they were paid by the individual (or by another person, such as a family member, on behalf of the individual), paid on behalf of a low-income subsidy-eligible individual under the § 1860D-14 provisions, or paid under a State Pharmaceutical Assistance Program (SPAP) as defined in § 1860D-23. Costs do not count as "incurred" when: 1) no benefits are provided because of the application of either a formulary or the Medicare Secondary Payer rules, or 2) when costs are reimbursed "through insurance or otherwise, a group health plan, or other third party arrangement." Therefore, only certain costs not paid for by the Part D plan count toward TrOOP. Section 1860D-2(a)(4)(D)(i) authorizes the CMS to establish procedures for a) determining whether costs for Part D enrollees are being reimbursed by excluded payers and b) alerting Part D plans about the existence of such payers.

To calculate TrOOP, Medicare Part D plans have to determine what other entities made payments on covered drugs. Section 1860D-23 requires the CMS to coordinate with SPAPs, and § 1860D-24 requires that the CMS apply the same coordination requirements to "Rx plans" (as defined in that section). The CMS is establishing a "TrOOP facilitation process" that captures TrOOP-relevant data from SPAPs and Rx plans either online or in a batch process and sends it to the relevant Part D plan for TrOOP calculation. Because of the § 1860D-23 requirement, this process *SHALL* be performed for SPAP transactions even though the Part D plan does not need to subtract SPAP payments from TrOOP.

B. Concept of Operations

The contractor:

- Shall maintain the Part D Eligibility Index provided by CMS
- May use the Part D Eligibility Index to provide responses to pharmacy queries for beneficiary eligibility information, and

The contractor SHALL:

- Support the TrOOP Facilitation Process by:
 - identifying claims secondary to Part D,
 - using the claim to build an NCPDP v5.1 N1 transaction modified to include the CMS-required data elements¹, and
 - sending the N1 to the relevant Part D Plan
- Send a copy of the N1 to the CMS for audit purposes

C. Explanation of process

- A Part D beneficiary enters a pharmacy to fill a prescription (If the beneficiary does not have a card and does not know which Part D plan they are in, the pharmacy may execute an E1 transaction to determine plan enrollment);
- The pharmacy submits the claim to the Part D plan;
- The Part D plan sends a response file to the pharmacy with payment information along with supplemental payer information including that payer's unique RxBIN/PCN;
- The pharmacy will then generate a secondary claim to the supplemental payer, placing its unique RxBIN/PCN in the claim headers, and will route the claim through the TrOOP facilitator;
- The supplemental payer will send a response back to the pharmacy routed through the TrOOP facilitator,
- The TrOOP facilitator shall build an NCPDP N1 transaction from the response and shall send it to the appropriate Part D Plan;
- The TrOOP facilitator shall forward a copy of that N1 transaction to the CMS.

D. Assumptions and Constraints

- a. The Contractor SHALL develop the system at the Contractor facility and test it in accordance with the approved test plan submitted to the CMS Project Officer.
- b. Standards, Policies and Procedure References

The Contractor SHALL comply with the standards, policies, and procedures below. In the event of conflicts between the referenced documents and this SOW, the SOW SHALL take precedence.

¹ The data element request form is being submitted through the NCPDP modification process. Any N1, N2, and N3 transaction referenced in this document refers to the N1, N2, or N3 as proposed. See attachment J.

FEDERAL STANDARDS, POLICIES AND PROCEDURES

- Health Insurance Portability and Accountability Act (HIPAA)
- OMB Circular A-130 Management of Federal Information Resources, Appendix III, "Security of Federal Automated Information Systems"
- MIL-HDBK-881 - Department of Defense Handbook, Work Breakdown Structure
- DI-MGMT-81466 - Cost Performance Reporting
- MIL-HDBK-61 - Configuration Management Guidance
- ANSI/EIA Standard 748, Industry Guidelines for Earned Value Management Systems
- Privacy Act of 1974
- Pubic Law 93-579, as amended
- Rehabilitation Act, Section 508, Accessibility Standards
- 29 U.S.C 794d (Rehabilitation Act as amended)
- 36 CFR 1194 (508 Standards)
- www.access-board.gov/sec508/508standards.htm (508 standards)

CMS/HHS STANDARDS, POLICIES AND PROCEDURES

Architecture

(i) CMS Enterprise Architecture

(<http://www.cms.hhs.gov/it/enterprisearchitecture/default.asp>)

- CMS Technical Reference Model

(<http://www.cms.hhs.gov/it/roadmap/standards/TRM.pdf>)

(iii) CMS Internet Architecture

Security

CMS IT Security (<http://www.cms.hhs.gov/it/security/default.asp>)

E. Government Furnished Information (GFI), Equipment and Facilities

CMS will provide the Contractor with Medicare Part D eligibility and COB data in the form of an Eligibility file. The Contractor *SHALL NOT* use any of this data for any purpose, commercial or otherwise, outside of the purpose(s) required or indicated as part of supporting the function of the eligibility query of the NCPDP transaction by this Contract.

The Contractor *SHALL* abide by the CMS Data Use Agreement (see Attachment K).

CMS will not provide any equipment or office facilities at the CMS site for contractor personnel.

II. REQUIREMENTS:

A. Specific Requirements:

Specific tasks to be performed under this contract are as follows:

Task 1: Receive and Maintain the Part D Eligibility Index:

Task #1 is the functional requirements necessary to receive, store and maintain data necessary to support an eligibility request (usually originating from a pharmacy point-of-sale system). A pharmacy would perform the eligibility request to determine what Part D plan a beneficiary is enrolled in and/or what other coverage he/she has when the beneficiary cannot produce some or all of that information (*i.e.*, does not have his/her cards) and the pharmacy does not contain the information in its system (*e.g.*, the first time the beneficiary comes to the pharmacy after switching plans).

Attachment A contains the CMS specifications for matching Medicare beneficiary data.

Attachment B contains the record layout for the Eligibility Index, which contains the individual Medicare beneficiary's Part D and other health insurance information (*e.g.*, SPAP, group health plan, liability) and will be provided by the CMS.

Attachment C outlines sizing metrics for bidding purposes.

Attachment D provides the high-level assumptions the contractor must know in order to develop its initial design.

Attachment E explains how the contractor shall establish connectivity to the Medicare Data Communication Network (MDCN).

Task 2 (Optional): Provide Responses to Pharmacy Eligibility Queries:

Task #2 imposes certain requirements in the event the contractor responds to an eligibility query request (usually originating from a pharmacy point-of-sale system) to determine what Part D plan a beneficiary is enrolled in and/or what other coverage he/she has when the beneficiary cannot produce some or all of that information (*i.e.*, does not have his/her cards) and the pharmacy does not possess the information in its system (*e.g.*, the first time the beneficiary comes to the pharmacy after switching plans). The format for the response message will be the NCPDP v5.1 E1 response segment of the transaction.

If the contractor utilizes the Medicare Part D Eligibility Index in an eligibility query response (usually from a pharmacy), the contractor shall:

- Receive the eligibility request and provide a response utilizing the NCPDP v5.1 E1 standard transaction. Attachment F contains the E1 request/response record layout.
- Use the minimum matching criteria contained in Attachment A to match the E1 request to the Part D Eligibility Index.
- If, and when the contractor uses the CMS provided Medicare Eligibility Data for the eligibility query request, ensure the E1 request/response meets the CMS security and privacy standards contained in Attachment G.

Requirements for supporting the NCPDP E1:

- Proposed Eligibility Transaction (E1) Request
 - RxBIN/PCN would be specific to TrOOP facilitator used by pharmacy to process claims.
 - Required fields that can be used for patient matching contained in Attachment A.
- Proposed Eligibility Transaction E1 Response
 - Accepted Claim with message:
 - MEDICARE ELIG CHECK:
 - Primary and Other insurance information included in standardized messaging format
 - Use field 504-F4 (Message field)
 - Carry over information into 546-FQ (Additional Message Information)
 - Include Help Desk number of TrOOP facilitator or Medicare.
 - Rejected with message:
 - MEDICARE ELIG CHECK: No single match was found
 - Use field 504-F4 (Message field)
 - Carry over information into 546-FQ (Additional Message Information)
 - Can use Reject codes if this would assist pharmacy in obtaining patient match (e.g. M/I Patient Date of Birth)
 - Include Help Desk number of TrOOP facilitator or Medicare.
- Standardized Messaging Rules
 - Messaging displayed in field 504-F4 and overflow in 526-FQ
 - Should not split each individual message between fields
 - Message should be truncated whenever possible following NCPDP truncation rules
 - RxBIN and PCN may not be truncated – send zeros or spaces

- If other fields are not required by plan, must send field name with no value.]
- Field Separators
 - Colon (:) separates field name from value
 - Semi colon (;) separated different fields
 - Ampersand (&) separates different messages
- Processor messages
 - AFTER insurance information on PAID response
 - BEFORE insurance information on REJECT response if reject is not 41 reject (e.g., NDC Not Covered)

Task 3: Capture Paid Claims Data, Create an NCPDP v5.1 N1 Transaction, and Route the N1 Transaction to the Part D Plan:

Task #3 is the functional requirement to, in real time, receive and route supplemental paid claims data to the relevant Part D plan. The contractor shall identify a claim that is supplemental to Part D and match it to the Part D Eligibility Index to identify the beneficiary's Part D plan. After the paid claims data is matched, the contractor shall create an NCPDP v5.1 N1 transaction modified to include the CMS-required data elements² and route the N1 to that Part D plan.

At a minimum, the contractor SHALL:

- Establish file transmission capabilities with the CMS using Connect:Direct via the MDCN;
- Receive the Eligibility Index from the CMS and subsequent daily updates
- Receive supplemental claims transactions where Part D was the primary payer;
- Match the claims to the Part D Eligibility Index;
- Create an N1 transaction in the format described in Attachment H when there is a match;
- Route the N1 to the appropriate Part D plan;
- Handle adjustments and reversals using the NCPDP N2 and N3 transactions in the format described in Attachment H
- Propose alternate process and matching criteria when there is no match to Part D Eligibility Index to enable routing of N1 to the appropriate Part D Plan.
- Process the transaction consistent with industry standards for timely online processing.

Each offeror SHALL propose a pricing mechanism based on the following volumes (in millions) to develop pricing schemes: 40, 80, 120, 160, and 200 transactions. CMS will evaluate the proposals based on individual offeror's pricing for each increment of the scale, from 40 to 200 million transactions.

² See Footnote 1 for explanation.

Task 4: Capture and Route Supplemental Payer Data Via a Batch Process:

Task #4 is the functional requirement to receive batch claims data from the supplemental payers and route them to the relevant Part D plan. The contractor SHALL have a batch process available for claims that it receives in a manner other than real time. These claims include those from programs such as the Indian Health Service (IHS) or those presented by the beneficiary to its supplemental payer in hard copy (e.g., out-of-network claims). The supplemental payer will send its paid claims data directly to the contractor in batch form. Once the contractor receives the batched paid claims data, it SHALL follow the same online process, creating the NCPDP N1 transaction and sending it to the relevant Part D plan.

At a minimum, the contractor SHALL:

- Receive supplemental claims data directly from the supplemental payer;
- Match the claim to the Part D Eligibility Index utilizing the matching criteria contained in Attachment A;
- Create the N1 transaction in the format described in Attachment H when there is a match;
- Route the N1 to the appropriate Part D plan;
- Handle adjustments and reversals using the NCPDP N2 and N3 transactions in the format described in Attachment H; and
- Propose alternate process and matching criteria when there is no match to Part D Eligibility Index to enable routing of N1 to the appropriate Part D Plan.

Note:

Any specifications related to Tasks 1 through 4 are dependent on the final outcome of NCPDP's process for approving the modifications necessary to accommodate TrOOP and Medicare Part D implementation. Bidders should proceed as though the approval is final.

DERF 706 has been submitted during the March 5th NCPDP Annual conference Workgroup session requesting modification to the NCPDP v5.1. In conjunction with DERF 706, NCPDP is developing an Implementation Guide for Medicare Part D. Workgroup 1 is leading the effort in developing the specifications necessary for TrOOP and bringing up for ballot during the May 11th Technical Workgroup meeting in Austin, TX. The final NCPDP Implementation Guide for Medicare Part D will contain the information necessary for the industry to conduct TrOOP facilitation within the current standards framework. The TrOOP facilitation statement of work contained in the RFP will rely on the final NCPDP Implementation Guide specifications.

Task 5: Provide the CMS with Copies of the N1 Transactions:

Task #5 is the functional requirement to send copies of the N1 transactions directly to the CMS. The CMS will audit Part D plans' TrOOP calculations for beneficiaries for whom reinsurance amounts are claimed. To do this, the CMS will require a record of the N1 transactions that are sent to the Part D Plans.

At a minimum, the contractor SHALL transmit a copy of all non-rejected, non-pending N1 transactions transmitted and accepted by Part D plans to the CMS in a batch process (frequency and format to be determined).

Task 6: Maintain a Help Desk:

Task #6 is the functional requirement to maintain a help desk.

The contractor SHALL maintain a help desk to answer questions related to eligibility queries and TrOOP Facilitation.

Hours of Operation SHALL be maintained as follows:

May 15, 2006 is the end of the initial enrollment period, after which updates to the Eligibility Index should slow down and processes should become routine. Thus, between Jan. 1, 2006 and May 15, 2006, the help desk should operate 24 hours a day. Beginning May 16, the help desk should be functional for 8 hours per day local prevailing time for normal conduct of business for pharmacies and plans in all time zones that the contractor performs its contract-related functions.

B. PROJECT MANAGEMENT

The Contractor SHALL perform all project management including technical and business management functions, in order to plan, implement, track, report, and deliver the required elements stated in each of the tasks.

1. Key Personnel

Project Director

Duties and Responsibilities - The Project Director is a senior manager responsible for managing all work performed under this Contract, including coordinating and overseeing the work of subcontractors, team members and vendors. The Project Director SHALL:

- Have broad and deep knowledge of business administration, human resource management, and customer service;
- Have excellent oral and written communications skills.
- Have experience as a senior-level manager of a project of this size and magnitude;
- Provide expert leadership in all Contract tasks and, as appropriate, in specialized technical areas;
- Act as the central point of contact with the CMS by reporting directly to the CMS Project Officer
- Have the full authority to act for the Contractor in the performance of the required work and services under the Contract;
- Be responsible for all phases of performance, including Contract management, Contract cost control, project management, coordination of resource needs, and coordination with corporate resources and management;
- Be directly accountable for the technical accuracy, timeliness, and quality of deliverables; and
- Manage all subcontractors, consultants, vendors, and other parties that are engaged in performing work under the Contract.

2. Planning

The Contractor SHALL provide, implement and maintain an integrated project management approach that combines the technical plans, schedule plans and the plans to meet cost objectives.

(a) System Development Management Plan (SDMP)

The Contractor SHALL develop and deliver the SDMP in accordance with the following requirements. The Contractor SHALL update and maintain the SDMP throughout the life of the contract. Upon CMS approval, the Contractor SHALL perform in accordance with the SDMP.

The SDMP SHALL address:

- a. Assumptions and Constraints: List the assumptions and constraints that affect this project;
- b. Management Approach: A description of the overall project management approach;
- c. Staffing Approach: To include:
 - i. Project Organization (Labor Category roles and responsibilities profile);
Organization chart;
 - ii. Personnel/Staffing Resource Requirements: Provide the approach to estimating levels of resources required (e.g. staff effort in hours by labor category and by CMS SDLC phase).
- d. Schedule Management Approach: To include identification of the critical path. It should address all milestones, task duration, task dependencies, task resources,

- external system and personnel dependencies, CMS dependencies, risks and the possible affected areas;
- e. **Configuration Management Approach**: Define the configuration management activities to be performed during the life cycle of the project. Describe the responsibilities and authorities for accomplishing the planned configuration management activities. Identify the required coordination of configuration management activities with other project activities. Identify the tools and physical and human resources required for execution of the plan. The plan **SHALL** address the following activities: configuration management process implementation, configuration identification, configuration control, configuration status accounting, configuration evaluation and release management and delivery. These activities **SHALL** include:
- i. Use of documented, repeatable development environment checkout/check-in procedures;
 - ii. Release package preparation procedures;
 - iii. Software migration procedures;
 - iv. Software Configuration Management (SCM) library maintenance procedures;
 - v. A description of any tools.
- f. **Quality Assurance (QA) Approach**: Provide a description and table of methods, standards, measurements, reviews, documentation of findings and schedule used to ensure the quality of the development process and products. If standard QA practices are to be used or if the information exists elsewhere, references to the appropriate documents are sufficient. Identify the person responsible for QA;
- g. **Communication Approach**: The Contractor **SHALL** provide a communications matrix showing the Contractor's own review and approval of deliverables;
- h. **Development Approach**: Describe the Software Development and Integration Facility (SDIF) to include Commercial-off-the- Shelf (COTS) software, hardware and programming languages to be used.
1. **Implementation Strategy**: Describe the approach for identifying, managing, controlling and implementing releases.
 2. **Activities, Tools, Products, Methodologies, and Standards**: For each SDLC phase (*Requirements Analysis, Design and Engineering, Development, Testing, and Implementation*), provide a matrix that shows the major activities to be performed, the methodologies and Computer Aided Software Engineering (CASE) tools to be applied, the products/artifacts of the phase and specific procedures and standards for analysis, design, and coding artifacts. Describe the requirements analysis approach, design methods, development approach and test approach.
 3. **Metrics**: Describe the approach for identifying objective measures to assess software design complexity and quality. Describe all metrics to be collected, when they will be collected, how they will be collected, how

they will be reported (graph, etc.) and how they will be analyzed and used to manage the project.

4. **Size Estimate for software work products:** Describe the process for estimating software size (e.g., function points, source lines of code), computer resources (e.g., Million Instructions per second (MIPS)), communications network capacity (local area network (LAN) and wide area network (WAN)), and data storage.
 - i. **Risk Management Approach** – Document the process, methods, tools and resources that will be applied to the project for risk management. Describe how risks will be identified and analyzed, the basis for prioritizing risks, how risk responses will be developed and implemented, and how the success of those responses will be measured.

C. Reporting Requirements:

All written documents for this project shall be delivered via a single hard copy plus an electronic version via E-mail attachment, 3.5-inch diskette, or compact disk. The Project Officer may request additional hard copies as necessary. All electronic files shall be submitted in a format that is compatible with Microsoft Office 2000. This is subject to change and the Contractor shall be prepared to submit deliverables in any new CMS standard.

The Project Officer shall provide the Contractor with comments on draft reports within two (2) weeks of receipt of the draft report(s), unless otherwise identified herein. If no response is received within two (2) weeks, the Contractor shall assume that the draft report is approved for development of final report(s) unless otherwise identified herein.

1. The Contractor **SHALL** provide the following reports.

(a) IT Project Management Report

The IT Project Management Report (Attachment A) **SHALL** be the reporting medium for supplying select schedule, financial and metrics data to CMS. The IT Project Management Report is an Excel Workbook.

The Contractor's management procedures **SHALL** provide for:

- Establishing the time-phased budgeted cost of work scheduled (including work authorization, budgeting and scheduling), the budgeted cost of work performed, the actual cost of work performed, the budget at completion, the estimate at completion and provisions for subcontractor performance measurement and reporting;

- Applying all direct and indirect costs and provisions for use and control of management reserve and undistributed budget;
- Incorporating changes to the contract budget base for both CMS-directed changes and internal replanning;
- Establishing constraints to preclude subjective adjustment of data to ensure performance measurement remains realistic. Unless the Contracting Officer provides prior written approval, in no case **SHALL** the total allocated budget exceed the contract budget base. For cost reimbursement contracts, the contract budget **SHALL** exclude changes for cost growth increases, other than for authorized changes to the contract scope; and
- Establishing the capability to accurately identify and explain significant cost and schedule variances, on a current basis, a cumulative basis and a projected-at-completion basis.

The Contracting Officer or designated representative reserves the right to visit the Contractor's facility to review implementation of the Contractor's procedures used to satisfy the EVMS requirements and to verify that the procedures employed provide timely and reliable data. If CMS opts to conduct a facility visit, the Contractor **SHALL** provide necessary documents and data which describe the methods of planning, control, and data generation in actual operation and satisfy the requirements of paragraphs (1-5) above.

(b) Letter of Readiness

Upon validation of contractor's compliance with the specified requirements of the Tasks listed in Section C.2.4 CLIN, the contractor shall submit a written attestation of the readiness of the "system."

(c) Monthly Progress Report

Shall include status of major milestones, unforeseen issues that have arisen, and what affect they will have on successful completion of development.

(d) Weekly Status Calls

Conference calls between the CMS Project Officer and the Contractor Project Manager.

(e) Financial Report

The Contractor **SHALL** provide financial reports to reflect the work performed by both the prime contractor and subcontractors. The financial report **SHALL** report the content of pending invoices and **SHALL** include the following information:

- a. Contract name;
- b. Period of performance;
- c. Current month, hours and cost expended for each labor category;
- d. Cumulative hours and cost expended for each labor category; and
- e. Projected monthly hours and costs for the remainder of the contract period.

(f) Project Schedule

The Contractor SHALL provide and maintain a baseline integrated project schedule. The schedule SHALL be created using the current CMS version of Microsoft Project. The Contractor SHALL deliver an electronic version of a CMS SDLC Schedule template in accordance with Attachment B.

(g) Meeting Minutes

The Contractor SHALL prepare and provide Meeting Minutes. The Meeting Minutes SHALL contain:

- a. The meeting date(s);
- b. The participants of the meeting;
- c. Purpose of the meeting;
- d. Decisions reached during the meeting; and
- e. Action items identified (including party responsible for action and due date for action to be completed).

(h) Risk Report

The Contractor SHALL provide status on risk identification, risk analysis and risk mitigation plans in the Risk Report. The Risk Report SHALL contain a list of all risks categorized by:

- a. The priority;
- b. The CMS SDLC phase affected;
- c. The probability of happening;
- d. Classification: classify the risk as primarily a technical, security, project or schedule type of risk;
- e. The severity impact;
- f. The date when it is likely to occur;
- g. What steps are being taken to avoid, neutralize or mitigate; and
- h. The risk owner responsible for implementing the risk response.

(i) Management Review

The Contractor SHALL conduct Management Reviews as a forum for the Contractor and CMS to discuss project status. The primary focus will be the status against the plans baselined in the SDMP and the Performance Measurement Baseline (PMB). The Management Review SHALL include:

- a. An overview of the project status with a focus on outstanding issues and risks;
- b. A detailed overview of tasks planned for the next three months;
- c. A high-level overview of major milestones planned for the next 12 months; and
- d. A description of the progress that has been made in Software Process Improvement activities.

(j) Closeout Certifications

The Contractor SHALL prepare closeout certifications. These SHALL consist of a statement that the contract is complete, including: all deliverables have been provided; all services are complete, and there are no outstanding contractual issues.

(k) Performance Measurement Baseline (PMB)

The Contractor and CMS SHALL mutually agree upon cost, schedule and technical plan baselines. These baselines SHALL be the basis for monitoring and reporting progress throughout the life of the contract.

(l) Integrated Baseline Review (IBR) Artifacts

The Contractor SHALL provide IBR Artifacts to be the source of the baselines and systems reviewed in the IBR. The Contractor SHALL update and maintain the IBR Artifacts throughout the life of the contract. Changes SHALL be subject to review and approval by CMS. Once approved, the Contractor SHALL adhere to the PMB.

The IBR artifacts SHALL include the following:

- a. Work Breakdown Structure (WBS);
- b. WBS Dictionary;
- c. Responsibility Assignment Matrix (RAM);
- d. Budget by CLIN allocated to Control Accounts and Work Packages;
- e. Basis of Estimate for activities contained in the WBS and project schedule;
- f. Corporate Standards and Procedures for system development;

- g. System Development Management Plan;
- h. Initial version of the CMS IT Project Management Report;
- i. Initial version of the Risk Report; and
- j. Project Schedule, for the CLINs reviewed in the IBR, to include:

- All system development activities by WBS;
- All task dependencies;
- Identification of the critical path;
- Software Process Improvement activities; and
- Risk mitigation activities.

(m) Integrated Baseline Review (IBR)

In the IBR, the Contractor and CMS SHALL walk through the Contractor's planned baselines. The IBR is conducted to achieve confidence that the baselines accurately capture the entire technical scope of work, are consistent with contract schedule requirements, are reasonably and logically planned, and have adequate resources assigned. A separate IBR SHALL be conducted for each CLIN.

In the IBR, the Contractor SHALL:

- a. Demonstrate that there is a logical sequence of effort consistent with the contract schedule;
- b. Demonstrate the validity of the allocated cost accounts and budgets, both in terms of total resources and scheduling;
- c. Support CMS's technical assessment of the earned value methods and variance analysis reporting thresholds that the Contractor is using to measure progress;
- d. Support CMS's technical assessment of quality metrics;
- e. Verify that the cost, schedule, and technical plans are integrated. (The technical content of control accounts and work packages is consistent with the contract scope of work, the WBS and the WBS dictionary); and
- f. Support CMS's technical assessment of the SDMP, project standards and procedures for system development.

D. Independent Verification and Validation (IV&V)

CMS may obtain additional contractor support to perform IV&V of the Contractor's services. The IV&V contractor will support CMS in evaluating work products delivered by the Contractor, assess the progress made by the Contractor, and evaluate the processes used by Contractor.

It is agreed by the CMS, the Prime Contractors, and any Prime Subcontractors, that as a condition of award of this contract: CMS SHALL have an unlimited right of access and disclosure in and to the Prime Contractor's and any Prime Subcontractor's technical proposal(s) identified, dated and revised as follows:

The unlimited right of access and disclosure SHALL also apply to CMS contractors that would provide independent technical verification and validation support to CMS to evaluate the technical performance and processes of the Prime Contractor and the Prime subcontractor under this contract and any modification hereto. The unlimited right of access and disclosure SHALL include all background materials, reports, data, product deliverables, recommendations, analysis, contractor corrective action plans, and post-award technical submissions that may be requested.

CMS's rights under this contract provision are solely for the purpose of administering all aspects of contract performance. CMS agrees to take all reasonable precautions to protect unauthorized disclosure of proprietary information and will consult with the Contractor on what constitutes reasonable precautions; however, the final determination will rest with CMS.

E. Software Capability Evaluation (SCE)

CMS reserves the right to conduct an SCE to evaluate the maturity of the Contractor's software development process. Upon request, the Contractor SHALL support CMS's SCE in accordance with the Software Engineering Institute (SEI) Capability Maturity Model (CMM) procedures.

F. REQUIREMENTS ANALYSIS

a. The Contractor SHALL perform an analysis of the requirements provided in the Task descriptions to ensure that they are correct, complete, clear, consistent, testable, traceable, feasible, modular and design-independent. The Contractor SHALL complete the system requirements portion of this document. The Contractor SHALL ensure that these requirements capture the required technical capabilities and constraints of the system being developed.

b. System Requirements Specification (SyRS)

Following analysis, the Contractor SHALL update the SyRS. The SyRS SHALL contain the verified information and the new system requirements as specified in the CMS Requirements Writer's Guide titled, "Directions for Completing a System Requirements Specification Outline," will be posted on www.Fedbizopps.gov.

c. The Contractor SHALL also provide a matrix (i.e. a table or chart) that shows which higher-level requirement is associated with which lower-level requirement. The matrix SHALL define the relationship(s) between the business requirements and the user requirements, between the business requirements and the system requirements and between the user requirements and the system requirements.

d. The requirements management tool at CMS is DOORS and CMS recommends its use for storing and managing requirements. If the Contractor uses a tool other than DOORS, the Contractor SHALL use a tool that will generate formats that are importable into DOORS. Microsoft Word can produce importable formats if appropriate heading styles are used. Microsoft Excel can produce importable formats if the spreadsheet is saved as a comma delimited file. At contract completion, the Contractor SHALL deliver a softcopy of the SyRS, with all applicable links between business, user and system requirements established, in a format that is importable into DOORS.

e. System Requirements Review (SyRR)

The Contractor SHALL conduct a formal review of the SyRS with CMS staff. The purpose of this review is to affirm final agreement regarding the content of the SyRS. Upon successful completion of this review, the SyRS SHALL be baselined. The Contractor SHALL manage the SyRS baseline. Following establishment of the baseline, changes to the SyRS will require CMS approval. In addition, the Contractor SHALL notify CMS if changes to the SyRS will impact contract cost or schedule.

f. Test Plan

The Contractor SHALL document the Test Plan. The Test Plan SHALL include:

- i. Scope/purpose;
- ii. Requirements being and not being tested;
- iii. Testing approach to include unit and integration testing;
- iv. Pass/Fail criteria;
- v. Environmental needs;
- vi. Roles and responsibilities;
- vii. Test schedule.

g. Logical Data Model

The Contractor SHALL provide the fully attributed key-based Logical Data Model in ERwin. Other tools may be used, but the model must be converted to ERwin before it can be reviewed and approved. The model SHALL adhere to the CMS Data Administration standards and must contain the Entity-Relationship diagrams (ERD), correct naming conventions, projected volumes, and a working knowledge of data being developed.

G. DESIGN AND ENGINEERING

The Contractor SHALL develop the design for the architecture, software components, interfaces and the physical database. The Contractor SHALL document the system design and allocate the system requirements in the SyRS to the design elements.

The Contractor SHALL use Computer Software Configuration Items (CSCIs) and Computer Software Components (CSCs) as logical elements of the system design. Specific guidelines governing the selection and use of CSCIs can be found in MIL-HDBK-61. CSCs are defined as a level of design decomposition below the CSCIs that SHALL exist entirely within a release.

1. System Design Document (SDD)

In the System Design Document, the Contractor SHALL document the system level design to define the major design elements, the Computer Software Configuration Items (CSCIs), the Computer Software Components (CSCs), the interfaces to those elements, and traceability back to the system requirements. The SDD SHALL provide:

- a) System architectural design, including a diagram. This design contains the identified hardware platform, the operating system and licensing requirements and any areas where change in requirements or the use of tools and products not identified as a CMS standard has occurred;
- b) Software architectural design, including an analysis of the preferred design, functional hierarchy diagrams, the identification of CSCIs and CSCs and the rationale for the CSCI and CSC design;
- c) Data Flow Diagrams (DFDs) decomposed to the primitive process level (describing how each input is processed/transformed into the resulting output), and are generated and maintained using a CASE tool;
- d) Data Dictionary that includes definitions of all processes, data flows, data elements, and data stores;
- e) Concept of Execution/Operations;
- f) Identification of anticipated operational COTS software and rationale. Identify name of manufacturer, version number, number and type (e.g. seat, named) of licenses needed;
- g) Object Models (if applicable);
- h) Specifications for back-up and restore, including disaster recovery;
- i) Description of user roles, total number of users anticipated, maximum number of concurrent users and number of external users;
- j) Computer resource estimates of processor capacity, memory, on-line storage, auxiliary storage, and communications network capacity (LAN and WAN) needed to install and execute each application on each platform;
- k) Platform specifications for mainframe, mid-tier, and desktop. Identify operating system and version needed;
- l) Source Lines of Code (SLOC) estimates for each CSCI and CSC, by language; and
- m) System Architectural Design-to-System Requirements Traceability.

2. Interface Control Document (ICD)

The Contractor SHALL prepare an Interface Control Document (ICD). The ICD SHALL:

- a) Document the physical design of the internal interfaces among the CSCIs and CSCs, and of the external interfaces between the system and other CMS systems. If remote connectivity is required, identify the method of access from outside the CMS network; and

b) Include:

- i. A diagram depicting all interfaces;
- ii. Specific message format and required protocols;
- iii. Error checking and error handling procedures;
- iv. For each Application Programming Interface (API):
 - v. Name and Purpose;
 - vi. Synopsis (summarize use of call and lists arguments);
 - vii. Description (detailed description of function and arguments passed);
 - viii. Return Value;
 - ix. Examples (provide usage examples); and
 - x. List all transactions (input and response)
- xi. For each transaction:
 1. Estimate of size (use maximum if variable);
 2. Frequency (average number of transactions per day); and
 3. Peak periods (indicate whether there are peak periods, and if so indicate the frequency during those periods.

3. Test Case Specification

The Contractor SHALL document Test Cases. The Test Case Specification SHALL include:

- a) Test case summary to include a short description;
- b) Test case-to-requirements traceability matrix;
- c) Test procedures shall include the following:
 - i. Test objective;
 - ii. Test items;
 - iii. Inputs;
 - iv. Expected results;
 - v. Pass/Fail criteria;
 - vi. Environment to include step up;
 - vii. Inter-Case dependencies;
 - viii. Step-by-step execution instructions.

A separate Test Case Specification is required for each system release.

System Security Plan (SSP) or Information Security Risk Assessment (RA)

It is required that all federal systems must be covered by an SSP and each system must have the level of risk to the agency assessed. In the case of this SOW, CMS needs to have an understanding of the security and risks associated with TrOOP Facilitation at the contractor's location. To assist in CMS' understanding of the security and risk concerns, the contractor SHALL address potential security or risk issues by briefing the CMS Project Officer or designee

using the CMS Information Security RA Methodology and deliver an Information Security RA. The CMS Information Security Risk Assessment Methodology can be found at http://cms.hhs.gov/it/security/docs/RA_meth.pdf.

4. Preliminary Design Review (PDR)

In the Preliminary Design Review (PDR) the Contractor SHALL present the SyRS, the SDD, the Release Plan, the Test Plan, the ICD, the Risk Reports, and the initial version of the SSP or the initial version of the Information Security RA Report. The PDR is conducted to achieve confidence that the design accurately satisfies the System Requirements, and the documentation is complete and consistent with CMS standards. This review and materials SHALL address:

- a) An overview of the requirements analysis, including a high level explanation of the modifications made to the original set of requirements in each of the Tasks listed in C.2.4, CLIN Section and what the changes were and why the changes were made;
- b) An overview of the system architectural design (i.e., identified hardware platform, operating system, licensing requirements and any areas where change in requirements or the use of tools and products not identified as a CMS standard has occurred);
- c) An overview of the software architectural design (i.e., documented historical account of selection process, advantages of preferred software architecture, and diagram of preferred software architecture);
- d) An overview of how the requirements relate to the preferred system and software architecture designs;
- e) An overview of the project risks and mitigation strategy that includes a Risk Analysis and Mitigation Matrix (high, medium, low) at the system and security levels (physical and data concerns - confidentiality, integrity, availability), and that describes how risks are mitigated by the preferred architecture; and
- f) An overview of the capacity planning estimates.

5. Software Requirements Specification (SRS)

For each release, the Contractor SHALL develop an SRS that is based upon the set of system requirements documented in the baselined SyRS. The SRS SHALL document the essential requirements (functions, performance, design constraints and attributes) of the software and its external interfaces.

The SRS SHALL also contain a matrix (i.e. a table or chart) that shows which higher-level requirement is associated with which lower-level requirement. The matrix SHALL define the relationship(s) between system requirements and software requirements and to which CSC a particular software requirement is allocated.

6. Software Requirements Review (SRR)

The Contractor SHALL conduct a formal review of the SRS with CMS staff for each system release. The purpose of this review is to affirm final agreement regarding the content of the SRS. Upon successful completion of this review, the SRS SHALL be baselined. The Contractor SHALL manage the SRS baseline.

Following establishment of the baseline, changes to the SRS will require CMS approval. In addition, the Contractor SHALL notify CMS if changes to the SRS will impact contract cost or schedule.

7. Database Design Document

The Contractor SHALL provide a Database Design Document. The Database Design Document SHALL include:

- A Physical Database Design (in third-normal form, where practical) to include:
 - a) A complete description of the logical model in ANSI standard SQL Data Definition Language (DDL);
 - b) A Data Dictionary to define all data elements, files, tables, and attributes, including:
 - Name/Unique Identifier
 - Alias
 - Description
 - Size and format
 - Units
 - Range
 - Accuracy and precision
 - Default values
 - Retention Rules
 - Key (and type of key);
 - (c) Data integrity rules;
 - (d) Audit data needed for updates and other changes;
 - (e) Security provisions;
 - (f) Use of stored procedures;
 - (g) Use of role based security;
 - (h) Data replication strategies and/or other means to keep data in sync; and
 - (i) Database tuning and optimizing considerations (including use of keys, indexes, etc).

8. Critical Design Review (CDR)

The Contractor SHALL conduct a CDR prior to coding. The CDR is conducted to achieve confidence that the detailed design captures the agreed upon functionality and is sufficient to support a basis for coding. If the Contractor is utilizing releases, then a separate CDR is required for each release.

H. DEVELOPMENT

The Contractor SHALL develop and document code and conduct software unit and integration testing.

1. Code

The Contractor SHALL develop the required software to meet the validated requirements. The code SHALL include a softcopy of all developed software, to include source code and executables. This SHALL include any operational software, test software, scripts and data that have been developed. The CMS owns and reserves the right to request at any time, the source code developed for the contract. The code SHALL be documented as follows:

- a) Each unit SHALL contain a prologue that contains:
 - The name of the unit;
 - The name of the programmer that developed the unit;
 - The date the unit was written; and
 - A description of the unit.
- b) Each function, procedure, or complex code structure SHALL be preceded by comments that explain in detail the purpose of the function, procedure or complex code structure. These comments SHALL include a description of all input variables, output variables, and the processing of each.
- c) Each unit SHALL contain a revision history.

2. Version Description Document (VDD)

The Contractor SHALL provide a VDD in hardcopy and softcopy. The VDD shall include:

- a) Description of each module, including inputs and outputs;
- b) Run frequencies;

- c) Version and release descriptions to include a complete Software Configuration Management (SCM) listing;
- d) Software language;
- e) COTS software identification (version and license number);
- f) Platform (mainframe, personal computer, server, etc);
- g) Processing mode (on-line or batch);
- h) A process flow depicting the processing order of the programs;
- i) Library names; and
- j) Release notes.

3. Unit and Integration Testing

The Contractor SHALL conduct unit and integration testing on the system to evaluate the system's compliance with its specified requirements. The Contractor SHALL document the results of the testing in a Unit/Integration Test Summary Report.

4. Software Development Files (SDF)

The Contractor SHALL establish and maintain Software Development Files (SDF) that include, but are not limited to, requirements, design, technical reports, code listings, test plans, test results, problem reports, schedules, and notes for the software units.

I. VALIDATION TESTING

The Contractor SHALL conduct validation testing on the complete, integrated system to evaluate the system's compliance with its specified requirements.

If the Contractor is utilizing releases, then a separate validation test is required for each release.

1. Validation Readiness Review (VRR)

The Contractor SHALL conduct a VRR. A separate VRR is required for each release. The Contractor SHALL provide information to support a CMS decision to proceed with validation testing. The Contractor SHALL present the following at the VRR:

- a) Test Plan to include a testing schedule at the test case level;
- b) Test Case Specification;
- c) Unit/Integration Test Summary Report including outstanding problems/incidents.

2. Validation Test Summary Report

Following execution of each validation test, the Contractor SHALL deliver a Validation Test Summary Report. A separate Validation Test Summary Report is required for each system release. The Validation Test Summary Report SHALL include:

- a) Summary of the test including the test cases, dates tested, and pass/fail;
- b) Any variances from the Test Plan;
- c) Results including resolved problems/incidents and their resolutions and unresolved problems/incidents and plan of action for resolution.

J. IMPLEMENTATION

The Contractor SHALL assist in the installation of the system in the CMS production environment.

1. Implementation Plan

The Contractor SHALL produce an Implementation Plan in hardcopy and softcopy. The Implementation Plan SHALL:

- a. Describe process for integrating the functions for TrOOP facilitation and E1 eligibility;
- b. Describe process for load/initialize databases with the TrOOP facilitation and E1 eligibility specific data;
- c. Describe the strategy and process for TrOOP facilitation and E1 eligibility operations at the contractor's facility.

2. Implementation Readiness Review (IRR)

An IRR SHALL be conducted after validation testing and prior to release of the new or changed system into production. The purpose of the IRR is to ensure that all prerequisites leading up to production implementation have been met; this includes, but is not limited to, implementation planning including data conversion needs, if appropriate, QA processes, security plans and environmental needs. A separate IRR is required for each release. The Contractor SHALL present the following at the IRR:

- a) Validation Test Summary Report including outstanding problems/incidents;

- b) Version Description Document (VDD);
- c) Vendor Documentation;
- d) Application Service Level Agreements (SLA);
- e) Implementation Plan;
- f) Training Plan.

K. GLOSSARY

Computer Software Component (CSC) - A functionally or logically distinct part of a Computer Software Configuration Item (CSCI), typically an aggregate of two or more software units.

Computer Software Configuration Item (CSCI) - An aggregation of software that is designated for configuration management and treated as a single entity in the configuration management process. It is a logical element in the design. CSCIs may occur at different levels of a hierarchy and may consist of other CSCIs. Typically, a CSCI will exist for each major functional area within the software system such that each CSCI can be independently tested, integrated and managed throughout the system development life cycle. Specific guidelines governing the selection and use of CSCIs can be found in MIL-HDBK-61.

Contract Line Item Number (CLIN) - Contracts may identify the items or services to be acquired as separately identified line items. Contract line items should provide unit prices or lump sum prices for separately identifiable contract deliverables, and associated delivery schedules or performance periods. Line items may be further subdivided or stratified for administrative purposes (e.g., to provide for traceable accounting classification citations). Typically, CLINs will be established for one or more SDLC phases.

Earned Value - A method that allows both government and contractor program managers to have visibility into technical, cost and schedule progress on their contracts. The implementation of an earned value management system is a recognized function of program management. It ensures that cost, schedule and technical aspects of the contract are truly integrated.

Integration Testing - Testing in which software components, hardware components, or both are combined and tested to evaluate the interaction between them.

Performance Measurement Baseline - A time-phased budget plan against which project performance is measured. It is formed by the budgets assigned to schedule control accounts and the applicable indirect budgets. For future effort, not planned to the control account level, the performance measurement baseline also includes budgets assigned to higher level work breakdown structure elements, and undistributed budgets. It equals the total allocated budget less management reserve

Project - A temporary endeavor undertaken to create a unique project or service. *Temporary* means that every project has a definite beginning and a definite end. *Unique* means that the product or service is different in some distinguishing characteristic from all similar products or services. Projects are to be differentiated from ongoing operations of the organization.

Project Management - The application of knowledge, skills, tools and techniques to project activities in order to meet or exceed stakeholder expectations.

Service Level Agreement (SLA) - This documents describes the IT products and services to be provided, the expected quality and reliability of service, and the penalties and remedies the vendor faces for failure to perform as contracted.

Software Development Files (SDF) - This is a collection of material that is pertinent to the development of a given software unit or a set of related units. Contents typically include requirements, design, technical reports, code listings, test plans, test results, problem reports, schedules, and notes for the units.

Software Unit - The lowest level design component in the software hierarchy. Typically, this might be a single program or function. Optimally, a software unit will AVERAGE less than 100 SLOC.

Source Lines of Code (SLOC) - It includes all executable statements, but does not include comments or blank lines.

Stress Testing - Testing conducted to evaluate a system or component at or beyond the limits of its specified requirements. The testing team subjects the system to an unreasonable load while denying it the resources needed to process that load, which will "stress" the system to the breaking point and, as a result, ensure that the break will not cause potentially harmful bugs; this must be conducted in a production-like environment.

Systems Development Life Cycle (SDLC) - A systems development lifecycle (SDLC) is any logical process used by a systems analyst to develop an information system, including requirements, validation, training, and user ownership. An SDLC should result in a high quality system that meets or exceeds customer expectations, within time and cost estimates, and works effectively and efficiently in the current and planned information technology infrastructure. An SDLC establishes a logical order of events for conducting system development that is controlled, measured, documented, and ultimately, improved. CMS has established a common SDLC framework that is based on the IEEE/EIA 12207.0 standard.

Technical Reference Model (TRM) - A model that identifies and defines the major CMS infrastructure services, applications, hardware, telecommunications and environment needed to support enterprise business functions, information and systems.

Traceability - The degree to which a relationship can be established between two or more products, especially products having a predecessor-successor or master-subordinate relationship to one another. For example, the degree to which the requirement and design of a given software component match.

Unit Testing - Testing of individual hardware or software units or groups of related units. For example, developers test their code as an isolated unit to ensure it functions correctly and to ensure all paths in the code logic are exercised and that boundary and error conditions are handled properly.

Validation Testing - Formal testing (1) conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements, including stress testing; (2) to enable a user, customer, or other authorized entity to determine whether to accept a system or component (IEEE Std. 610-12-1990). Acceptance criteria include user requirements and system requirements.

Work Breakdown Structure (WBS) - A decomposition of the planned work effort into specific phases, tasks, activities, milestones and deliverables necessary to accomplish project objectives. A WBS is a task-oriented or deliverable-oriented grouping of identified elements or components of a project, which organizes and defines the total scope of the project. A WBS follows an outline structure where each descending level represents an increasingly detailed definition of a project component. Project components may be products or services. There are no time, cost, or resource assignments associated with a WBS.

Work Package - Detailed jobs, or material items, identified by the contractor for accomplishing work required to complete the contractor. A work package has the following characteristics: it represents units of work at levels where work is performed; it is clearly distinguished from all other work packages; is assigned a single organizational element; it has scheduled start and completion dates and, as applicable, interim milestones which are representative of physical accomplishment; it has a budget or assigned value expressed in terms of dollars, man-hours, or other measurable units; its duration is limited to a relatively short period of time, or it is subdivided by discrete value milestones to facilitate the objective measurement of work performed, or it is level of effort; it is integrated with detailed engineering, manufacturing, or other schedules.

III. APPENDICES:

Appendix J.1 - Wage Determinations

Appendix J.2 – Representations, Certifications, and Other Statements of Offerors or Quoters

Appendix J.3 - Matching Criteria for the Part D Eligibility Index Query

Appendix J.4 -Eligibility Data Elements

Appendix J.5 - Estimate of potential part d supplemental transactions— for system sizing purposes only

Appendix J.6 -Assumptions

Appendix J.7 -Connectivity request for the MDCN

Appendix J.8 -Proposed formats for Eligibility Transaction for Medicare Part D Claims

Appendix J.9 -HIPAA Security Compliance Plan

Appendix J.10 - N1, N2, and n3 requirements

Appendix J.11 - IT Project Management Report

Appendix J.12 - CMS IT SDLC Contract Schedule Template

Appendix J.13 - CMS data use agreement

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

All deliverables shall be marked clearly using the contract number and shall follow any directions provided in Section F.2, Deliverable Schedule.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far/

Federal Acquisition Regulation (FAR) Clauses:

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E.2 INSPECTION AND ACCEPTANCE

- a. All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the Government.
- b. The Government's Project Officer or Government Task Leader are duly authorized representatives of the Government and are responsible for inspection and acceptance of all items to be delivered under this contract.
- c. Inspection and acceptance of the Contractor's performance shall be in accordance with the applicable FAR Clauses in Section E.1 above.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this contract shall be from May 11, 2005 to May 10, 2006. Performance beyond the base period may be required by the exercise of an option period as follows:

- Option Period I - 12 months from end of the base period
- Option Period II - 12 months from end of Option Period I
- Option Period III - 12 months from end of Option Period II

F.2 ITEMS TO BE FURNISHED AND DELIVERY SCHEDULE

The Contractor shall furnish the reports and deliverables required under this contract in accordance with the Delivery Schedule and Reporting Instructions as set forth below:

In performing the services and providing the support described in the Statement of Work, the Contractor *SHALL* provide the deliverables NO LATER THAN the dates in the following schedule:

Days =Calendar Days

IAW =In accordance With

DAGC =Days After Government Comments

| SOW # | Deliverable | Recurring | Non-Recurring |
|--------------|---|--|--|
| C.II.B.2 | System Development Management Plan (SDMP) | | Initial: Proposal Draft: 28 days prior to Integrated Baseline Review (IBR) Final: 14 days after (IBR) Updates: As Mutually Agreed (recommend quarterly when changes available) |
| C.II.C.1.(a) | IT Project Management Report | 1st Due: 3rd month after contract award Recurring: 15th of each month | |
| C.II.C.1(c) | Monthly Progress Report | The first business day of the month following the award | |

| | | | |
|--------------|--|---|--|
| | | date, and the first business day of each month until the successful completion of development | |
| C.II.C.1.(d) | Weekly Status Calls | Weekly, starting after project kick-off meeting. To be scheduled after award. | |
| C.II.C.1.(b) | Letter of Readiness | | Due: Prior to November 15 th , 2005 |
| C.II.C.1.(e) | Financial Report | 1st Due: 3rd month after contract award Recurring: 15th of each month | |
| C.II.C.1.(f) | Project Schedule | 1st Due: 3rd month after contract award Recurring: 15th of each month | |
| C.II.C.1.(g) | Meeting Minutes | Within 1 week of meeting date | |
| C.II.C.1.(h) | Risk Report | 1st Due: with the IBR artifacts Recurring: Monthly | |
| C.II.C.1.(i) | Management Review | 1st Due: 30 days after IBR Recurring: Quarterly | |
| C.II.C.1.(j) | Closeout Certifications | | Due: Upon Request |
| C.II.C.1.(l) | Integrated Baseline Review (IBR) Artifacts | | Draft: Due: 14 days prior to IBR (C.5.10) Final: 14 days after IBR Updates: Upon Changes |
| C.II.C.1.(m) | Integrated Baseline Review (IBR) | | Held: 90 days after contract award for each CLIN |
| C.II.F. | System Requirements Specification (SyRS) | | Draft: 14 days prior to SyRR (C.3.2) Final: 14 days after SyRR (C.3.2) |

| | | | |
|------------|--|--|--|
| | | | Updates: Upon Approved CMS changes |
| C.II.F.(e) | System Requirements Review (SyRR) | | Held: IAW SDMP Schedule |
| C.II.F.(f) | Test Plan | | 1 st Draft: 30 days after SyRR. 2 nd Draft: 30 days after CDR. Final: 14 days prior to VRR. Updates: As Mutually Agreed |
| C.II.F.(g) | Logical Data Model | | Held: IAW SDMP Schedule |
| C.II.G.(a) | System Design Document (SDD) | | Draft: 14 days prior to PDR Final: 7 days after PDR Updates: As Mutually Agreed |
| C.II.G.(b) | Interface Control Document (ICD) | | Draft: 14 Days prior to PDR Final: 7 days after PDR Updates: As Mutually Agreed |
| C.II.G.3 | Test Case Specification | | 1 st Draft: 14 days after CDR. Final: 7 days prior to VRR. |
| C.II.G.3 | System Security Plan (SSP) or Information Security Risk Assessment (RA) Report | | Analysis Phase: 14 days prior to PDR Development Phase: Concurrent with DDD Testing: 7 days after successful completion of validation testing Updates: As mutually agreed |
| C.II.G.4 | Preliminary Design Review (PDR) | | Held: IAW SDMP Schedule |
| C.II.G.5 | Software Requirements Specification (SRS) | | Draft: 14 days prior to SRR (C.4.9) Final: 14 days after |

| | | | |
|-----------------|--|--|---|
| | | | SRR (C.4.9) Updates: Upon Approved CMS changes |
| C.II.G.6 | Software Requirements Review (SRR) | | Held: IAW SDMP Schedule |
| C.II.G.7 | Database Design Document | | Draft: 14 days prior to CDR Final: 14 days after CDR Updates: As Mutually Agreed |
| C.II.G.8 | Critical Design Review (CDR) | | Held: IAW SDMP Schedule |
| C.II.H.1 | Code | | Draft: 14 days prior to VRR Final: 14 days prior to IRR Updates: As Mutually Agreed |
| C.II.H.2 | Version Description Document | | Draft: 14 days prior to VRR Final: 14 days prior to IRR Updates: As Mutually Agreed |
| C.II.H.3 | Unit/Integration Test Summary Report | | 14 days prior to VRR |
| C.II.I.1 | Validation Readiness Review (VRR) | | Held: Prior to validation testing |
| C.II.I.2 | Validation Test Summary Report | | 14 days prior to IRR. |
| C.II.J.1 | Implementation Plan | | Draft: 4 months prior to IRR Final: 14 days prior to IRR Updates: As Mutually Agreed |
| C.II.J.2 | Implementation Readiness Review (IRR) | | Held: Prior to production release. |

F.3 ACCEPTANCE OF DELIVERABLES

All required contract deliverables shall be reviewed by the Project Officer to determine their technical acceptance. The Project Officer will respond within 30 days from receipt of any contract deliverable indicating if final acceptance has been granted. If deficiencies in the Contractor's deliverables are identified, the Project Officer shall provide feedback to the Contractor prior to the 30-day timeframe for final acceptance. If the Contractor does not receive an indication from the Project Officer within 30 days, the Contractor shall consider the deliverable to be accepted.

F.4 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
www.arnet.gov/far/

Federal Acquisition Regulation (FAR) Clauses:

52.242-15 STOP-WORK ORDER. (AUG 1989) -- ALTERNATE I (APR 1984)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

The following accounting and appropriation data are applicable to the funding of this contract:

Requisition No. 778-5-6914-01
CAN No.: 5998627
Object Class: 252Z
Appropriation. No.: 754/50511
Dollar Amount: \$416,711

G.2 INVOICING AND PAYMENT

a. Submission of Invoice/Vouchers:

1. Invoices/vouchers shall be prepared and submitted with an original and four copies unless otherwise specified. The contractor shall invoice by contract line item number (i.e. CLIN 0001). A complete invoice/voucher shall consist of the following forms and shall clearly identify the following information:

- Standard Form (SF) 1034, Public Voucher for Purchases and Services Other than Personal;
- Any additional supporting documentation

Invoices/vouchers shall be submitted in hard copy format only.

Each invoice/voucher shall identify the contract number, the invoice/voucher number the period covered by the invoice/voucher.

2. To expedite payment, invoices/vouchers shall be submitted as follows:

- (a) One original and four copies shall be submitted to the address below:

Department of Health and Human Services
Centers for Medicare and Medicaid Services
P.O. Box 7520
Baltimore, Maryland 21207-0520

For overnight delivery of invoices:

Department of Health and Human Services
Centers for Medicare and Medicaid Services
7500 Security Boulevard
Mail Stop C3-09-27
Baltimore, Maryland 21244-1850

- (b) One copy shall be sent to the Project Officer simultaneously as a courtesy.
- (c) Invoices shall contain the following information, at a minimum:
 - Contractor's Name;

- Invoice Date;
- Period of Performance Covered by Invoice;
- Contract Number;
- Description, cost or price and quantity of property and/or services actually delivered or rendered;
- Other substantiating documentation or information as required and as considered necessary to support the invoice;
- Name, title and complete mailing address of the corporate individual to whom payment is to be sent.

b. **Payment of Invoices/Vouchers**

1. **Payment Schedule**

Payment shall be made within 30 days of the close of the previous month and shall be paid under the terms and conditions of the Prompt Payment Act.

Any discrepancies found as a result of Project Officer/Contracting Officer review of a monthly voucher may result in the issuance of a suspension notice.

Contractors may log into the following website maintained by the Department of Treasury in order to check on voucher payment status:

<http://fms.treas.gov/paid>

2. **Electronic Payment**

Payments will only be made by electronic funds transfer (EFT) using the Contractor's EFT information from the CCR database. In the event that during the performance of this contract, the Contractor elects to designate a different financial institution for receipt of payment using the electronic funds transfer procedures, the contractor shall notify CMS's Division of Accounting Operations of all EFT and address changes made in CCR via the following email address: CCRChanges@cms.hhs.gov. The contractor's email notification must contain the contractor's name, DUNS or DUNS +4 number, contract and/or order number, and the name, title and telephone number of the Contractor's official representative authorized to provide the information.

3. **Interest on Overdue Payment**

- a. The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 .S.C. 1801) is applicable to payments under this contract and requires the payment of contractors of interest on overdue payments and improperly taken discounts.

- b. Determinations of interest due shall be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.3 PROJECT OFFICER/ GOVERNMENT TASK LEADER

- a. Project Officer (PO):

Mr. Henry Chao is hereby designated as the Project Officer. The Project Officer responsibilities shall include continuous overall monitoring of the Contractor's compliance with all substantive project objectives. Specific duties and responsibilities are identified in G.5, Technical Direction.

G.4 OTHER TECHNICAL PERSONNEL

Through performance of this statement of work, each TrOOP has the potential to interact with some or all of the following workgroups/personnel (this list is not all-inclusive):

Government Task Leaders

As a result of this contract, the TrOOP shall recognize that only the Project Officer identified, above, has the legal authority to issue technical direction. In the event that the contractor believes that technical direction has been issued by any other person/group such as those noted above, the contractor shall follow the procedures established in G.5. for resolution.

G.5 TECHNICAL DIRECTION

- a. Performance of the work under this contract shall be subject to the technical direction of the PO. The term "technical direction" is defined to include, without limitation, the following:
- Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
 - Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

- b. Technical direction must be within the general Statement of Work stated in the contract. The PO does not have the authority to and may not issue any technical directions which:
- (1) Constitutes an assignment of additional work outside the general Statement of Work of the contract.
 - (2) Constitutes a change as defined in the FAR contract clause entitled:
52.243-1 CHANGES - FIXED-PRICE (AUG 1987) --ALTERNATE I
(APR 1984)
 - (3) In any manner cause an increase or decrease in the total contract cost or the time required for contract performance.
 - (4) Change any of the expressed terms, conditions, or specifications of the contract.
- c. All technical direction shall be issued in writing by the PO or shall be confirmed by him/her in writing within 5 working days after issuance.
- d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the PO in the manner prescribed by this article and within his/her authority under the provisions of this article.
- e. If, in the opinion of the Contractor, any instruction or direction issued by the PO is within one of the categories as defined in b(1) through b(4) above, the Contractor shall not proceed but shall notify the Contracting Officer in accordance with FAR 52.243-7, Notification of Changes.

G.6 CONTRACTING OFFICER RESPONSIBILITY

In accordance with FAR 52.201-1 Definitions, The term Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority delegated by the Contracting Officer.

Notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the ONLY individual authorized to:

- a. enter into and commit/bind the Government by contract for supplies or services;
- b. accept nonconforming work or waive any requirement of this Contract;

- c. authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract, and
- d. modify any term or condition of this Contract, i.e., make any changes in the Statement of Work; modify/extend the period of performance; change the delivery schedule.

G.7 PROJECT DIRECTOR/PROJECT MANAGER

Mr. Brian Eidex will serve as Project Director/Project Manager. It will be his responsibility to obtain the staff necessary and to direct the work for the conduct of this project. The Government reserves the right to approve any necessary successor to be designated as Project Director/Project Manager.

G.8 HHSAR 352.270-5 KEY PERSONNEL

A. The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification* (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by the clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

B. KEY PERSONNEL

1. Mr. Brian Eidex is the Project Director for this contract. This position is defined as a Key Personnel in accordance with HHSAR 352.270-5, as provided above. It is his/her responsibility to lead the organization and obtain the staff and resources necessary to conduct the contract.
2. The Project Director shall be responsible for all staff employed under this contract and shall meet all the requirements as defined in Section C of the contract.
3. The Project Director shall be responsible for all work performed under this contract and shall be held accountable for the outcomes of the TrOOP and the resolution of obstacles to achieving the outcomes necessary for success under this contract

G.9 PROPERTY ADMINISTRATION

- a. The Contractor is responsible for an annual physical inventory accounting for all Government property under this contract. The inventory must be conducted by September 30th and the form 565 Report of Accountable Personal Property submitted by October 31st of each year.
- b. The inventory report shall include all items acquired, furnished, rented or leased under the contract and shall include subcontractor inventory information as well. Employees who conduct the inventories should not be the same individuals who maintain the property records. Following the physical inventory, the Contractor shall prepare an inventory report and submit the report to the CMS Property Administrator at the following address:

Centers for Medicare & Medicaid Services
OOM, Administrative Services Group
Division of Property and Space Management
7500 Security Boulevard, MS SLL-14-06
Baltimore, Maryland 21244-1850

- c. Commercially leased software is subject to these reporting requirements.
- d. The final inventory report shall indicate that all items required for continued contract performance are acceptable and free from contamination. Property that is no longer usable or required shall be reported and disposition requested

G.10 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's Representations and Certifications provided in response to Section K of the Request for Proposal are incorporated at G.10 by reference, and provided in J-2 in full text.

G.11 SUBCONTRACTING PROGRAM FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AND HUBZONES

- a. A non-profit TrOOP is considered a large business and shall submit a subcontracting plan and reports. A for-profit TrOOP shall follow the size standards provided at www.SBA.gov in order to determine the applicability of the subcontracting plan and subsequent reports.
- b. The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this contract is incorporated into the contract.

c. The required subcontracting reports shall be submitted to both the Contracting Officer and to the CMS Small Business Specialist:

1. Standard form (SF) 294, Subcontracting Report of Individual Contracts submitted semi-annually during the life of the contract for the 6 month period ending March 31 and September 31. A final report is required at contract completion.
2. A standard form SF 295, Summary of Subcontract Report submitted annually for the 12-month period ending September 30.
3. Distribution of the SF294 and SF 295:

Distribution

1 original

1 copy

Addressee

Contracting Officer

CMS
Small and Disadvantaged Business
Utilization Specialist
Attn: Sharon McKinney
Acquisition and Grants Group
Room C2-21-15
7500 Security Boulevard
Baltimore, MD 21244-1850

G.12. CONSENT TO SUBCONTRACT

- a. The Contractor shall be in compliance with FAR Part 44 when entering into a subcontract arrangement for the purpose of performing this contract.
- b. The TrOOP shall be required to complete and submit the Subcontract Checklist in order to obtain subcontract consent after award of the contract.
- c. Consent is granted to the following subcontracts:

N/A

G.13. PAST PERFORMANCE REGISTRATION

In accordance with the past performance requirements of the FAR, CMS shall require the TrOOP to register with the National Institutes of Health (NIH) Contractor Performance System. This

database allows for the electronic collection, maintenance and dissemination of contractor performance information.

G.14. BIENNIAL WAGE DETERMINATIONS

This contract shall be conducted in accordance with the Service Contract Act. As such, on an annual basis, calculated from the anniversary date of the contract, the Contracting Officer will obtain from the Department of Labor a revised wage determination for the TrOOP based upon the place of performance. The TrOOP contract will be modified accordingly and within 45 days, the TrOOP shall implement the wage determination established in the modification.

G.15 DISSEMINATION, PUBLICATION AND DISTRIBUTION OF INFORMATION

- a. Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract, shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the Contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the Contracting Officer.
- b. Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings which could create erroneous conclusions are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.
- c. Any questions about use or release of the data or information or handling of material under this contract, shall be referred to the Contracting Officer who must render a written determination. The Contracting Officer's determinations will reflect the results of internal coordination with appropriate program and legal officials.
- d. Written advance notice of at least forty-five (45) days shall be provided to the Contracting Officer of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the Contracting Officer's determinations, and if this disagreement cannot be settled by the Contractor and the Contracting Officer in a mutually satisfactory manner, then the issue will be settled pursuant to the Disputes clause.
- e. Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the PO/GTL before dissemination, publication, or distribution. Presentation includes, but is not limited to,

papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that would be available under the Federal Freedom of Information Act.

- f. The PO/GTL review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending materials is removed or until the Contracting Officer makes a formal determination, in writing, that the privacy of individuals is not being violated.
- g. If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the PO/GTL shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the PO/GTL may insist that the presentation contain, in a manner of equal importance, materials which show the government's problem with the presentation.
- h. The Contractor agrees to acknowledge support by HCFA whenever reports of projects funding, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgment substantially, as follows:

"The analyses upon which this publication is based were performed under Contract Number [], entitled, [], sponsored by the Health Care Financing Administration, Department of Health and Human Services."

Any deviation from the above legend shall be approved, in writing, by the Contracting Officer.

G.16 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices), submitted under this contact shall be subject to the following procedures:

- a. Technical Correspondence - Technical correspondence (as used herein, this term excludes technical correspondence which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this contract) shall be addressed to the PO/GTL with an informational copy of the basic correspondence to the Contracting Officer.
- b. Other Correspondence - All other correspondence shall be addressed to the Contracting Officer, in duplicate, with an informational copy of the basic correspondence to the PO/GTL.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 EXERCISE OF OPTION YEARS

In the event the Government chooses to exercise an option year under this contract, the dollar value will be negotiated with the contractor prior to execution. The Government shall notify the Contractor of its intent to renew in a reasonable timeframe to allow for negotiations.

H.2. CONDITIONS FOR PERFORMANCE

In addition to the performance requirements as set forth under Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, the Contractor is required to comply with the requirements of any revisions in legislation or regulations which may be enacted or implemented during the contract term as they are directly applicable to the performance requirements. Such requirements shall become a part of this contract effort only through the Contracting Officer's execution of a modification to the contract. The CO shall afford the contractor an opportunity to consult and participate in negotiations, which may be necessary to effect the contract modification.

H.3. PERFORMANCE EVALUATION

During the term of the contract, the Project Officer, in concert with the necessary Government Task Leaders and other CMS personnel, shall monitor and conduct reviews of the performance of the TrOOP.

H.4. USE OF DATA

If the Contractor in the performance of this contract obtains access to information, such as HHS plans, policies, reports, studies, financial plans, or data which has not been released to the public, the Contractor agrees not to (a) use such information for any private purpose unless the information has been released to the public; (b) disclose such information for a period of six (6) months after the completion of this contract, or the release of such information to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after the release of such information to the public; or (d) release such information without prior written approval by the Contracting Officer.

The Contractor agrees that to the extent it receives or is given access to proprietary data or other confidential technical, business or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

The Contractor may access the Part D Eligibility Data and other CMS data for purposes of responding to pharmacy eligibility queries, and any other purposes that may be authorized by the

terms of this contract. Any unauthorized use and access to the Part D Eligibility Index or any other CMS data, or any unauthorized disclosure of data or information in the Part D Eligibility Index or any other CMS data, may result in the termination of this contract, and such other penalties as may be authorized by law.

The Contractor shall use any data received by CMS under this contract only in the performance of this contract.

H.5 CONFIDENTIALITY

The Contractor shall not divulge any information relating to this procurement to any public, private and government sector without the prior written consent for the Centers for Medicare and Medicaid Services or until the time the information becomes public, whichever comes first.

If the information specified in this procurement never becomes public knowledge, the Contractor is prohibited from ever discussing the information and findings herein.

H.6 CONFLICT OF INTEREST

- a. General: It is essential that the Contractor and the services provided to Medicare beneficiaries under this contract be free, to the greatest extent possible, of all conflicts of interest. Except as provided below, the Contracting Officer shall not enter into a contract with an offeror or maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved organizational conflict of interest.
- b. Disclosure: Contractors must disclose all actual, apparent and potential conflicts of interest to the Contracting Officer during the term of the contract. The Contractor shall have programs in place to identify, evaluate and mitigate all actual, apparent and potential conflicts of interest that preclude, or would appear to preclude, the Contractor from rendering impartial assistance or advise on work performed for this contract. The Contractor's Organizational Conflict of Interest Certificate, that includes the Contractor's plan to mitigate all actual, apparent and potential conflicts of interest identified during the term of the contract and certification that all work to be performed under this contract is free of unresolved conflicts of interest, is incorporated at Attachment J-X.

H.7 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

HIPAA BUSINESS ASSOCIATE PROVISION II

Definitions:

All terms used herein and not otherwise defined shall have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," 42 U.S.C. sec. 1320d) and the corresponding implementing regulations. Provisions governing the Contractor's duties and obligations under the Privacy Act (including data use agreements) are covered elsewhere in the contract.

"Business Associate" shall mean the Contractor.

"Covered Entity" shall mean CMS' Medicare Fee for Service program and/or Medicare's Prescription Drug Discount Care and Transitional Assistance Programs.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or the Secretary's designee.

Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information ("PHI"), as defined in 45 C.F.R. § 160.103, created or received by Business Associate from or on behalf of Covered Entity other than as permitted or required by this Contract or as required by law.

(b) Business Associate agrees to use safeguards to prevent use or disclosure of PHI created or received by Business Associate from or on behalf of Covered Entity other than as provided for by this Contract. Furthermore, Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information ("E PHI"), as defined in 45 C.F.R. 160.103, it creates, receives, maintains or transmits on behalf of the Covered Entity to prevent use or disclosure of such E PHI.

(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 PHI by Business Associate in violation of the requirements of this Contract.

(d) Business Associate agrees to report to Covered Entity any use or disclosure involving PHI it receives/maintains from/on behalf of the Covered Entity that is not provided for by this Contract of which it becomes aware. Furthermore, Business Associate agrees to report to Covered Entity any security incident involving E PHI of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information. Furthermore, Business Associate agrees to ensure that its agents and subcontractors implement reasonable and appropriate safeguards for the PHI received from or on behalf of the Business Associate.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to PHI received by Business Associate in the course of contract performance, 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 PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 upon request of Covered Entity.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the various rules implementing the HIPAA.

(i) Business Associate agrees to document such disclosures of PHI 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 PHI in accordance with 45 CFR § 164.528.

(j) Business Associate agrees to provide to Covered Entity, or an individual identified by the Covered Entity, information collected under this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for purposes of the performance of this Contract, if such use or disclosure of PHI would not violate the HIPAA Privacy or Security Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

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 PHI.

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

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI 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 PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy or Security Rules.

Term of Provision

(a) The term of this Provision shall be effective as of January 26, 2005, and shall terminate when all of the PHI 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 PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation consistent with the termination terms of this Contract. Covered Entity may terminate this Contract for default if the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(2) Consistent with the terms of this Contract, terminate this Contract for default if Business Associate has breached a material term of this Contract and cure is not possible; or

(3) If neither termination nor cure is 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 this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

Miscellaneous

(a) A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.

(b) The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Rules issued under HIPAA.

(c) The respective rights and obligations of Business Associate under paragraph (c) of the section entitled "term of Provision" shall survive the termination of this Contract.

(d) Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Rules implemented under HIPAA.

H.8 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

- a. This contract is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.
- b. The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.
- c. Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:
 - Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
 - In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.
- d. The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy this contract's requirements.

- e. For every EIT product or service accepted under this contact by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal/effective option date, whichever shall occur first.

SECTION I - CONTRACT CLAUSES

I.1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far/fac.html

| <u>Clause No.</u> | <u>Title</u> | <u>Date</u> |
|-------------------|--|-------------|
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 1997 |
| 52.204-4 | PRINTED OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7.1 | CENTRAL CONTRACTOR REGISTRATION - Alternate I | OCT 2003 |

| | | |
|-----------|---|----------|
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS | OCT 1997 |
| 52.217-8 | OPTION TO EXTEND SERVICES | NOV 1999 |
| 52.217-9 | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2000 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN 2002 |
| 52.222-3 | CONVICT LABOR | AUG 1996 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |

| | | |
|-----------|---|----------|
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA , AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | MAY 1989 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | OCT 2000 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL 2000 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-3 | PATENT INDEMNITY | APR 1984 |
| 52.227-17 | RIGHTS IN DATA -SPECIAL WORKS | JUN 1987 |
| 52.227-23 | RIGHTS TO PROPOSAL DATA (TECHNICAL) | JUN 1987 |
| 52.229-3 | FEDERAL, STATE AND LOCAL TAXES | JAN 1991 |
| 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | APR 1998 |
| 52.230-4 | CONSISTENCY IN COST ACCOUNTING PRACTICES | AUG 1992 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | NOV 1999 |
| 52.232-1 | PAYMENTS | APR 1984 |

| | | |
|-----------|---|----------|
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-20 | LIMITATION OF COST | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | FEB 2002 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES - FIXED-PRICE -- ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS | AUG 1998 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.245-2 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) | DEC 1989 |
| 52.245-4 | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) | APR 1984 |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES | FEB 1997 |

| | | |
|----------|---|----------|
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price) | SEP 1996 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR) INCORPORATED BY REFERENCE (52.252-2)

| <u>Clauses No.</u> | <u>Title</u> | <u>Date</u> |
|--------------------|---|-------------|
| 352.202-1 | Definitions | JAN 2001 |
| 352.224-70 | Confidentiality of Information | APR 1984 |
| 352.232-9 | Withholding of Contract Payments | APR 1984 |
| 352.249-14 | Excusable Delays | APR 1984 |
| 352.270-1 | Accessibility of Meetings, Conferences Seminars to Person with Disabilities | JAN 2001 |
| 352.270-4 | Pricing of Adjustments | JAN 2001 |
| 352.270-6 | Publications and Publicity | JUL 1991 |
| 352.270-7 | Paperwork Reduction Act | JAN 2001 |

I.3. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this clause -

“Commercial item” has the meaning contained I the clause at 52.202-1, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-35, Equal Opportunity (Apr 2002) (e.O. 11246)
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S. – Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (Flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d) in subcontracts awarded under this contract.

L4. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.5. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES.
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (20 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for information only and is not a Wage Determination

EMPLOYEE CLASS MONETARY WAGE-FRINGE BENEFIT

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Wage Determination
- J.2 Representations, Certifications, and Other Statements of Offerors or Quoters
- J.3 Matching Criteria for the Part D Eligibility Index Query
- J.4 Eligibility Data Elements
- J.5 Estimate of potential Part D supplemental transactions— for system sizing purposes only
- J.6 Assumptions
- J.7 Connectivity request for the MDCN
- J.8 Proposed formats for Eligibility Transaction for Medicare Part D Claims
- J.9 HIPAA Security Compliance Plan
- J.10 N1, N2, and n3 requirements
- J.11 IT Project Management Report
- J.12 CMS IT SDLC Contract Schedule Template
- J.13 CMS data use agreement

Attachment J-1

94-2133 GA, ATLANTA

WAGE DETERMINATION NO: 94-2133 REV (27) AREA: GA, ATLANTA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2134

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2133
Revision No.: 27
Date Of Revision: 02/18/2005

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 11.38 |
| 01012 - Accounting Clerk II | 13.15 |
| 01013 - Accounting Clerk III | 14.38 |
| 01014 - Accounting Clerk IV | 16.09 |
| 01030 - Court Reporter | 17.37 |
| 01050 - Dispatcher, Motor Vehicle | 18.36 |
| 01060 - Document Preparation Clerk | 12.54 |
| 01070 - Messenger (Courier) | 9.86 |
| 01090 - Duplicating Machine Operator | 12.54 |
| 01110 - Film/Tape Librarian | 12.77 |
| 01115 - General Clerk I | 9.81 |
| 01116 - General Clerk II | 11.37 |
| 01117 - General Clerk III | 13.93 |
| 01118 - General Clerk IV | 14.85 |
| 01120 - Housing Referral Assistant | 19.86 |
| 01131 - Key Entry Operator I | 12.32 |
| 01132 - Key Entry Operator II | 13.98 |
| 01191 - Order Clerk I | 11.11 |
| 01192 - Order Clerk II | 12.64 |
| 01261 - Personnel Assistant (Employment) I | 12.35 |
| 01262 - Personnel Assistant (Employment) II | 14.25 |
| 01263 - Personnel Assistant (Employment) III | 16.74 |
| 01264 - Personnel Assistant (Employment) IV | 18.79 |
| 01270 - Production Control Clerk | 15.58 |
| 01290 - Rental Clerk | 11.85 |
| 01300 - Scheduler, Maintenance | 14.57 |
| 01311 - Secretary I | 14.57 |

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| 01312 - Secretary II | 17.37 |
| 01313 - Secretary III | 19.86 |
| 01314 - Secretary IV | 22.89 |
| 01315 - Secretary V | 28.15 |
| 01320 - Service Order Dispatcher | 15.22 |
| 01341 - Stenographer I | 13.60 |
| 01342 - Stenographer II | 15.85 |
| 01400 - Supply Technician | 21.82 |
| 01420 - Survey Worker (Interviewer) | 15.21 |
| 01460 - Switchboard Operator-Receptionist | 11.53 |
| 01510 - Test Examiner | 17.37 |
| 01520 - Test Proctor | 17.37 |
| 01531 - Travel Clerk I | 12.03 |
| 01532 - Travel Clerk II | 13.14 |
| 01533 - Travel Clerk III | 14.15 |
| 01611 - Word Processor I | 12.55 |
| 01612 - Word Processor II | 14.41 |
| 01613 - Word Processor III | 16.54 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 13.48 |
| 03041 - Computer Operator I | 15.18 |
| 03042 - Computer Operator II | 17.43 |
| 03043 - Computer Operator III | 19.44 |
| 03044 - Computer Operator IV | 21.60 |
| 03045 - Computer Operator V | 24.77 |
| 03071 - Computer Programmer I (1) | 21.41 |
| 03072 - Computer Programmer II (1) | 23.01 |
| 03073 - Computer Programmer III (1) | 27.58 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.62 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 15.18 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 20.01 |
| 05010 - Automotive Glass Installer | 17.71 |
| 05040 - Automotive Worker | 17.71 |
| 05070 - Electrician, Automotive | 18.90 |
| 05100 - Mobile Equipment Servicer | 15.33 |
| 05130 - Motor Equipment Metal Mechanic | 19.90 |
| 05160 - Motor Equipment Metal Worker | 17.71 |
| 05190 - Motor Vehicle Mechanic | 19.90 |
| 05220 - Motor Vehicle Mechanic Helper | 15.40 |
| 05250 - Motor Vehicle Upholstery Worker | 16.71 |
| 05280 - Motor Vehicle Wrecker | 17.71 |
| 05310 - Painter, Automotive | 18.90 |
| 05340 - Radiator Repair Specialist | 17.71 |
| 05370 - Tire Repairer | 13.80 |
| 05400 - Transmission Repair Specialist | 19.90 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 8.53 |
| 07010 - Baker | 11.09 |
| 07041 - Cook I | 10.63 |
| 07042 - Cook II | 12.08 |
| 07070 - Dishwasher | 8.50 |
| 07130 - Meat Cutter | 11.46 |
| 07250 - Waiter/Waitress | 7.59 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.64 |
| 09040 - Furniture Handler | 12.05 |

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| 09070 - Furniture Refinisher | 15.46 |
| 09100 - Furniture Refinisher Helper | 11.95 |
| 09110 - Furniture Repairer, Minor | 14.06 |
| 09130 - Upholsterer | 15.46 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.16 |
| 11060 - Elevator Operator | 9.00 |
| 11090 - Gardener | 12.82 |
| 11121 - House Keeping Aid I | 8.25 |
| 11122 - House Keeping Aid II | 9.00 |
| 11150 - Janitor | 9.83 |
| 11210 - Laborer, Grounds Maintenance | 10.41 |
| 11240 - Maid or Houseman | 8.30 |
| 11270 - Pest Controller | 13.26 |
| 11300 - Refuse Collector | 9.83 |
| 11330 - Tractor Operator | 12.36 |
| 11360 - Window Cleaner | 11.25 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 14.83 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 14.66 |
| 12071 - Licensed Practical Nurse I | 13.15 |
| 12072 - Licensed Practical Nurse II | 14.76 |
| 12073 - Licensed Practical Nurse III | 16.56 |
| 12100 - Medical Assistant | 12.47 |
| 12130 - Medical Laboratory Technician | 13.99 |
| 12160 - Medical Record Clerk | 13.71 |
| 12190 - Medical Record Technician | 15.03 |
| 12221 - Nursing Assistant I | 8.77 |
| 12222 - Nursing Assistant II | 9.86 |
| 12223 - Nursing Assistant III | 10.77 |
| 12224 - Nursing Assistant IV | 12.08 |
| 12250 - Pharmacy Technician | 13.52 |
| 12280 - Phlebotomist | 12.08 |
| 12311 - Registered Nurse I | 20.91 |
| 12312 - Registered Nurse II | 25.29 |
| 12313 - Registered Nurse II, Specialist | 25.29 |
| 12314 - Registered Nurse III | 30.56 |
| 12315 - Registered Nurse III, Anesthetist | 30.56 |
| 12316 - Registered Nurse IV | 36.63 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 20.15 |
| 13011 - Exhibits Specialist I | 16.24 |
| 13012 - Exhibits Specialist II | 20.11 |
| 13013 - Exhibits Specialist III | 24.23 |
| 13041 - Illustrator I | 18.99 |
| 13042 - Illustrator II | 23.52 |
| 13043 - Illustrator III | 28.34 |
| 13047 - Librarian | 25.87 |
| 13050 - Library Technician | 14.50 |
| 13071 - Photographer I | 14.44 |
| 13072 - Photographer II | 15.01 |
| 13073 - Photographer III | 18.59 |
| 13074 - Photographer IV | 22.40 |
| 13075 - Photographer V | 23.86 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 8.55 |
| 15030 - Counter Attendant | 8.55 |
| 15040 - Dry Cleaner | 10.97 |
| 15070 - Finisher, Flatwork, Machine | 8.55 |
| 15090 - Presser, Hand | 8.55 |

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| 15100 - Presser, Machine, Drycleaning | 8.55 |
| 15130 - Presser, Machine, Shirts | 8.55 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 8.55 |
| 15190 - Sewing Machine Operator | 11.85 |
| 15220 - Tailor | 13.06 |
| 15250 - Washer, Machine | 9.68 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 15.46 |
| 19040 - Tool and Die Maker | 22.45 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 16.03 |
| 21020 - Material Coordinator | 17.64 |
| 21030 - Material Expediter | 17.64 |
| 21040 - Material Handling Laborer | 12.00 |
| 21050 - Order Filler | 11.87 |
| 21071 - Forklift Operator | 14.08 |
| 21080 - Production Line Worker (Food Processing) | 14.08 |
| 21100 - Shipping/Receiving Clerk | 13.35 |
| 21130 - Shipping Packer | 13.35 |
| 21140 - Store Worker I | 10.71 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 14.08 |
| 21210 - Tools and Parts Attendant | 14.08 |
| 21400 - Warehouse Specialist | 14.38 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 20.66 |
| 23040 - Aircraft Mechanic Helper | 15.11 |
| 23050 - Aircraft Quality Control Inspector | 21.75 |
| 23060 - Aircraft Servicer | 17.34 |
| 23070 - Aircraft Worker | 18.45 |
| 23100 - Appliance Mechanic | 18.74 |
| 23120 - Bicycle Repairer | 12.83 |
| 23125 - Cable Splicer | 20.60 |
| 23130 - Carpenter, Maintenance | 15.53 |
| 23140 - Carpet Layer | 16.22 |
| 23160 - Electrician, Maintenance | 21.69 |
| 23181 - Electronics Technician, Maintenance I | 17.35 |
| 23182 - Electronics Technician, Maintenance II | 23.51 |
| 23183 - Electronics Technician, Maintenance III | 25.98 |
| 23260 - Fabric Worker | 13.70 |
| 23290 - Fire Alarm System Mechanic | 17.12 |
| 23310 - Fire Extinguisher Repairer | 13.66 |
| 23340 - Fuel Distribution System Mechanic | 18.92 |
| 23370 - General Maintenance Worker | 14.78 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 20.81 |
| 23430 - Heavy Equipment Mechanic | 18.03 |
| 23440 - Heavy Equipment Operator | 18.23 |
| 23460 - Instrument Mechanic | 18.33 |
| 23470 - Laborer | 9.92 |
| 23500 - Locksmith | 15.46 |
| 23530 - Machinery Maintenance Mechanic | 19.00 |
| 23550 - Machinist, Maintenance | 18.32 |
| 23580 - Maintenance Trades Helper | 12.53 |
| 23640 - Millwright | 20.19 |
| 23700 - Office Appliance Repairer | 17.36 |
| 23740 - Painter, Aircraft | 18.56 |
| 23760 - Painter, Maintenance | 15.66 |
| 23790 - Pipefitter, Maintenance | 20.24 |
| 23800 - Plumber, Maintenance | 19.27 |
| 23820 - Pseudraulic Systems Mechanic | 18.33 |
| 23850 - Rigger | 17.96 |

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| 23870 - Scale Mechanic | 16.22 |
| 23890 - Sheet-Metal Worker, Maintenance | 19.19 |
| 23910 - Small Engine Mechanic | 14.58 |
| 23930 - Telecommunication Mechanic I | 19.76 |
| 23931 - Telecommunication Mechanic II | 21.81 |
| 23950 - Telephone Lineman | 19.76 |
| 23960 - Welder, Combination, Maintenance | 16.33 |
| 23965 - Well Driller | 16.33 |
| 23970 - Woodcraft Worker | 17.11 |
| 23980 - Woodworker | 13.76 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.55 |
| 24580 - Child Care Center Clerk | 10.22 |
| 24600 - Chore Aid | 9.94 |
| 24630 - Homemaker | 13.83 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 21.71 |
| 25040 - Sewage Plant Operator | 17.01 |
| 25070 - Stationary Engineer | 21.71 |
| 25190 - Ventilation Equipment Tender | 13.15 |
| 25210 - Water Treatment Plant Operator | 15.46 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 17.27 |
| 27004 - Alarm Monitor | 14.36 |
| 27006 - Corrections Officer | 14.13 |
| 27010 - Court Security Officer | 15.66 |
| 27040 - Detention Officer | 15.32 |
| 27070 - Firefighter | 16.29 |
| 27101 - Guard I | 9.22 |
| 27102 - Guard II | 14.54 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 17.14 |
| 28020 - Hatch Tender | 17.14 |
| 28030 - Line Handler | 17.14 |
| 28040 - Stevedore I | 16.09 |
| 28050 - Stevedore II | 18.38 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 22.27 |
| 29010 - Air Traffic Control Specialist, Center (2) | 32.10 |
| 29011 - Air Traffic Control Specialist, Station (2) | 22.13 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 24.37 |
| 29023 - Archeological Technician I | 16.97 |
| 29024 - Archeological Technician II | 18.99 |
| 29025 - Archeological Technician III | 23.52 |
| 29030 - Cartographic Technician | 23.52 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 27.62 |
| 29040 - Civil Engineering Technician | 18.59 |
| 29061 - Drafter I | 14.41 |
| 29062 - Drafter II | 18.27 |
| 29063 - Drafter III | 18.99 |
| 29064 - Drafter IV | 23.52 |
| 29081 - Engineering Technician I | 15.28 |
| 29082 - Engineering Technician II | 19.31 |
| 29083 - Engineering Technician III | 20.68 |
| 29084 - Engineering Technician IV | 24.19 |
| 29085 - Engineering Technician V | 28.22 |
| 29086 - Engineering Technician VI | 30.59 |
| 29090 - Environmental Technician | 20.68 |
| 29100 - Flight Simulator/Instructor (Pilot) | 30.01 |
| 29160 - Instructor | 25.27 |

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| 29210 - Laboratory Technician | 16.42 |
| 29240 - Mathematical Technician | 18.80 |
| 29361 - Paralegal/Legal Assistant I | 17.52 |
| 29362 - Paralegal/Legal Assistant II | 21.25 |
| 29363 - Paralegal/Legal Assistant III | 25.93 |
| 29364 - Paralegal/Legal Assistant IV | 29.03 |
| 29390 - Photooptics Technician | 22.75 |
| 29480 - Technical Writer | 27.18 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 20.40 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 24.68 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 29.58 |
| 29494 - Unexploded (UXO) Safety Escort | 20.40 |
| 29495 - Unexploded (UXO) Sweep Personnel | 20.40 |
| 29620 - Weather Observer, Senior (3) | 26.41 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 20.09 |
| 29622 - Weather Observer, Upper Air (3) | 20.09 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 14.76 |
| 31260 - Parking and Lot Attendant | 8.15 |
| 31290 - Shuttle Bus Driver | 12.75 |
| 31300 - Taxi Driver | 9.73 |
| 31361 - Truckdriver, Light Truck | 13.00 |
| 31362 - Truckdriver, Medium Truck | 14.55 |
| 31363 - Truckdriver, Heavy Truck | 17.24 |
| 31364 - Truckdriver, Tractor-Trailer | 17.24 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 9.12 |
| 99030 - Cashier | 8.96 |
| 99041 - Carnival Equipment Operator | 10.16 |
| 99042 - Carnival Equipment Repairer | 11.81 |
| 99043 - Carnival Worker | 7.62 |
| 99050 - Desk Clerk | 9.20 |
| 99095 - Embalmer | 18.37 |
| 99300 - Lifeguard | 10.21 |
| 99310 - Mortician | 20.21 |
| 99350 - Park Attendant (Aide) | 11.53 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 10.21 |
| 99500 - Recreation Specialist | 10.25 |
| 99510 - Recycling Worker | 13.07 |
| 99610 - Sales Clerk | 9.69 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 9.83 |
| 99630 - Sport Official | 8.88 |
| 99658 - Survey Party Chief (Chief of Party) | 15.71 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 12.98 |
| 99660 - Surveying Aide | 9.35 |
| 99690 - Swimming Pool Operator | 14.27 |
| 99720 - Vending Machine Attendant | 11.69 |
| 99730 - Vending Machine Repairer | 14.27 |
| 99740 - Vending Machine Repairer Helper | 11.69 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and

with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

following standards as compliance:

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

Attachment J-2

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| 52.225-4 | Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate |
| 52.225-6 | Trade Agreements Certificate |
| 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 52.227-6 | Royalty Information (Alternate 1) |
| 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software |

READ ONLY

I certify that I have read and understand the provision.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by this paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of the date after December 23, 1989-
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress, or an employee of a Member of Congress on his or her behalf in connection with the making of any Federal contract, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited by this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for such failure.

(End of provision) [Back to Top](#)

READ ONLY

I certify that I have read and understand the provision.

52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of FAR 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reporting Requirements for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision) [Back to Top](#)

READ ONLY

I certify that I have read and understand the provision.

52.227-6 Royalty Information (Apr 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for totaling more than \$250, the following information shall be included in the response relating to separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before the contract, the offeror shall furnish a copy of the current license agreement and an identifying applicable claims of specific patents.

(End of provision) Back to Top

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to separate item of royalty or license fee:

52.203-2 Certificate of Independent Price Determination (Apr 1985)

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those Prices
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid) or contract award (in the case of a negotiated solicitation) unless otherwise required by law;
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory
- (1) Is the person in the offeror's organization responsible for determining the prices being offered or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that the principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Scott MacKenzie, Executive Vice President & General Manager, Pharmacia;**
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action cont paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish wtl signed statement setting forth in detail the circumstances of the disclosure.

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52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls a group of corporations that files its Federal income tax returns on a consolidated basis, and of wl offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required t Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other retu TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting cont subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR failure or refusal by the offeror to furnish the information may result in a 31 percent reduction c otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arisir offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is st payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be m IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not l effectively connected with the conduct of a trade or business in the United States and doe an office or place of business or a fiscal paying agent in the United States; ,
- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of tt provision.
- Name: N/A

TIN: TIN not on File with ORCA

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52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of provision) Back to Top

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have Have not , within a three-year period preceding this offer, been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the awarding of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (B) of this provision.
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; part owners; general manager; plant manager; head of a subsidiary, division, or business segment, or other key personnel in similar positions. This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Offeror Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to award, the Offeror learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in

- with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification such additional information as requested by the Contracting Officer may render the Offeror non-
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The burden and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which was placed when making award. If it is later determined that the Offeror knowingly rendered an untruthful certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision) [Back to Top](#)

52.212-3 Offeror Representations and Certifications -Commercial Items (Alternate 1 & 2, 2005)

- (a) Definitions. As used in this provision:
- "Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
- "Forced or indentured child labor" means all work or service-
- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which is accomplished by process or penalties.
- "Service - disabled veteran - owned small business concern"-
- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and which is qualified as a small business under the criteria in 13 CFR part 121 and size standards in this section.
- "Veteran owned small business concern" means a small business concern-
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern" means a small business concern-
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is not required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this section to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting

requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting c subject to the payment reporting requirements described in FAR 4.904, the TIN provided t may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does income effectively connected with the conduct of a trade or business in the United S does not have an office or place of business or a fiscal paying agent in the United St.
- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(5) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a provision.
- Name: N/A
TIN: TIN not on File with ORCA

(c) Offerors must complete the following representations when the resulting contract is to be inside the United States or its outlying areas. Check all that apply.

(1)* Small business concern. The offeror represents as part of its offer that it is, is r business concern. (See below)

| NAICS: | Size Standard: | CCR Data: | Small Business Concern (Yes/NO): |
|--------|-----------------------------------|---------------|----------------------------------|
| 514199 | Unavailable from SBA | - | - |
| 541618 | Average Annual Income:\$6,000,000 | \$436,000,000 | No |

(2)* Veteran-owned small business concern. The offeror represents as part of its offer th is not a veteran-owned small business concern. (See Below)

(3)* Service-disabled veteran-owned small business concern. The offeror represents as p offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. The offeror represents, for general statistic that it is, is not a small disadvantaged business concern as defined in 13 CFR 1

(5)* Women-owned small business concern. The offeror represents that it is, is not owned small business concern.

**Small business concern, Veteran-owned small business concern, Service-disabled owned small business concern, and Women-owned small business concern status w*

calculated based on the NAICS codes, Number of Employees, and Average Annual Revenues listed in the CCR Registration for "Company Name" along with the Small Administration size standard for each NAICS code.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simple acquisition threshold.

- (6) Women-owned business concern (other than small business concern). The offeror represents that it is is not a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than a certain percent of the contract price:

| | | |
|-------|-------------------------|-------------------------------|
| State | Eligible Labor Surplus: | Civil Jurisdictions Included: |
|-------|-------------------------|-------------------------------|

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and Targeted Industry Categories under the Small Business Competitiveness Demonstration

- (i) The offeror represents as part of its offer that it is is not an emerging small business concern. (See below)

| | | | |
|--------|----------------|-----------|---|
| NAICS: | Size Standard: | CCR Data: | Emerging Small Business Concern (Yes/No): |
|--------|----------------|-----------|---|

- (ii) Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees size standard stated in the solicitation is expressed in terms of number of employees or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

| Number of Employees | Average Annual Gross Revenues |
|--|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input checked="" type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

- (9) (i) General. The offeror represents that either-
 - (A) is is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership or control has occurred since its certification, and, where the concern is owned by more than one individual claiming disadvantaged status, the net worth of each individual whom the certification is based does not exceed \$750,000 after taking into account applicable exclusions set forth at 13 CFR 124.104(c)(2); or
 - (B) It has has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (i) applies to the joint venture.

- (l) of this provision is accurate for the small disadvantaged business concern that participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .].
- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
- (i) It is It is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is It is not a joint venture that complies with the requirements of 13 CFR 126.101 and the representation in paragraph (c)(10)(i) of this provision is accurate for the small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246-
- (1) Previous contracts and compliance. The offeror represents that-
 - (i) It has It has not participated in a previous contract or subcontract subject to the Opportunity clause of this solicitation; and
 - (ii) It has It has not filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that-
 - (i) It has developed and has on file, It has not developed and does not have on file, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to or for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 1.01-6, Buy American Act-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this solicitation, is a domestic end product and that the offeror has considered components of unknown origin that have been mined, produced, or manufactured outside the United States. The offeror shall list foreign end products those end products manufactured in the United States that do not meet the definition of domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
 - (2) Foreign End Products:

| Description: | Country of Origin: |
|--------------|--------------------|
| | |
 - (3) The Government will evaluate offers in accordance with the policies and procedures of FAR 1.01-6.
- (g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

product," and "United States" are defined in the clause of this solicitation entitled "American Act-Free Trade Agreements-Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": End product: Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

| | |
|--------------|--------------------|
| Description: | Country of Origin: |
|--------------|--------------------|

- (iii) The offeror shall list those supplies that are foreign end products (other than those paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products:

| | |
|--------------|--------------------|
| Description: | Country of Origin: |
|--------------|--------------------|

- (iv) The Government will evaluate offers in accordance with the policies and procedures in FAR 52.225-25.

- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2001). Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

| | |
|--------------|--------------------|
| Description: | Country of Origin: |
|--------------|--------------------|

- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2001). Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

| | |
|--------------|--------------------|
| Description: | Country of Origin: |
|--------------|--------------------|

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(i) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

| | |
|--------------|--------------------|
| Description: | Country of Origin: |
|--------------|--------------------|

- (iii) The Government will evaluate offers in accordance with the policies and procedures in FAR 52.225-25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12813). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) are are not presently debarred, suspended, proposed for debarment, or declared in

- the award of contracts by any Federal agency; and
- (2) Have Have not, within a three-year period preceding this offer, been convicted of a judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract, subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, tax evasion, or receiving stolen property; and
- (3) are are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). Contracting Officer must list in paragraph (i)(1) any end products being acquired under this contract that are included in the List of Products Requiring Contractor Certification as to Forced or Induced Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products Listed Country of Origin

| | |
|---|-----------------|
| Bamboo | Burma |
| Beans (including yellow, soya, and green beans) | Burma |
| Bricks (hand-made) | Burma, Pakistan |
| Chilies | Burma |
| Corn | Burma |
| Pineapples | Burma |
| Rice | Burma |
| Rubber | Burma |
| Shrimp (aquaculture) | Burma |
| Sugarcane | Burma |
| Teak | Burma |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether or not indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

- (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Sri Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sbadjustments.htm>. The offeror shall use the list in effect of this solicitation. "Address," as used in this provision, means the address of the offeror as listed in the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, intends, does [check applicable box] to use one or more plants or facilities located at a different address from the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

| Address of Place of Performance (Street, Address, City, County, State, Zip Code): | Owner/Operator: | Owner Address (Street, Address, City, County, State, Zip Code): |
|---|-----------------|---|
| 5222 East Baseline Road, Gilbert AZ | 85234 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |
| 1010 Stoney Hill Road, Yardley, PA | 19067 | NDCHealth Corporation |
| 2394 East Camelback Road, Phoenix, AZ | 85016 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |
| 540 Lake Cook Road, Deerfield, IL | 60015 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |
| 1300 Piccard Drive, Rockville, MD | 20850 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |

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52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response for information.

(b) If the offeror or respondent checks "Intends" in paragraph (a) of this provision, it shall insert in following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

| Address of Place of Performance (Street, Address, City, County, State, Zip Code): | Owner/Operator: | Owner Address (Street, Add County, State, Zip Code): |
|---|-----------------|--|
| 5222 East Baseline Road, Gilbert AZ | 85234 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |
| 1010 Stoney Hill Road, Yardley, PA | 19067 | NDCHealth Corporation |
| 2394 East Camelback Road, Phoenix, AZ | 85016 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |
| 540 Lake Cook Road, Deerfield, IL | 60015 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |
| 1300 Piccard Drive, Rockville, MD | 20850 | NDCHealth Corporation, Two Plaza, Atlanta, GA 30329 |

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52.219-1 Small Business Program Representations (May 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern (see ******

| NAICS: | Size Standard: | CCR Data: | Small Business Concern (Yes/NO): |
|--------|------------------------------------|---------------|----------------------------------|
| 514199 | Unavailable from SBA | - | - |
| 541618 | Average Annual Income: \$6,000,000 | \$436,000,000 | No |

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b) provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b) ****** provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b) ****** provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in **** (b)(4)** of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

**If you are responding to a Government solicitation for supplies or services under a NAICS code listed in paragraph (b) of this certification, you must provide this certification directly to the Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran small business concern, and Women-owned small business concern status was calculated based on NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b) provision.] The offeror represents, as part of its offer, that-
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUB employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more disabled veterans or, in the case of a veteran with permanent and severe disability, the permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small disadvantaged, or women-owned small business concern in order to obtain a contract awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 Small Business Act or any other provision of Federal law that specifically references section 8 definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in competitive bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the bid, the LSA in which the costs to be incurred on account of manufacturing or production (by the bid and first-tier subcontractors) amount to more than 50 percent of the contract price.

| | | |
|-------|-------------------------|-------------------------------|
| State | Eligible Labor Surplus: | Civil Jurisdictions Included: |
|-------|-------------------------|-------------------------------|

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder must perform the contract or cause the contract to be performed in accordance with the obligations of the concern.

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52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business conc size is no greater than 50 percent of the numerical size standard applicable to the North Amer Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a smal concern under the size standards of this solicitation.] The Offeror is is not an emerging sm (See below)

| | | | |
|--------|----------------|-----------|---|
| NAICS: | Size Standard: | CCR Data: | Emerging Small Business Concern (Yes/NO): |
|--------|----------------|-----------|---|

- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its Offeror's number of employees for the past 12 months [check this column if size standard stal solicitation is expressed in terms of number of employees] or Offeror's average annual gross r the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in l annual receipts]. [Check one of the following.]

| Number of Employees | Average Annual Gross Revenues |
|--|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input checked="" type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

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52.219-21 Small Business Size Representation for Targeted Industry Categories under th Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small busi concern under the size standards of this solicitation.] Offeror's number of employees for the past 1: [check this column if size standard stated in solicitation is expressed in terms of number of employe Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standar solicitation is expressed in terms of annual receipts]. [Check one of the following.]

| Number of Employees | Average Annual Gross Revenues |
|--|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input checked="" type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

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52.219-22 Small Disadvantaged Business Status (Oct 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for th of obtaining a benefit on this solicitation. Status as a small business and status as a small disad business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Bus Program Representation.

(b) Representations.

- (1) General. The offeror represents, as part of its offer, that it is a small business under the size applicable to this acquisition; and either-
- (i) It has received certification by the Small Business Administration as a small disadvantaged concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its c
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of any individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged concern in the database maintained by the Small Business Administration (PRO-Net)
 - (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124.104(c)(2), and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that meets the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of the offeror for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Administration.

(End of provision) Back to Top**Alternate I (Oct 1998)**

As prescribed in 19.307(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address is is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since the date of certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror on the Small Business Administration's register of small disadvantaged business concerns or address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2005)**(a) Definition:**

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which is accomplished by process or penalties.

- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) on the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, by country of origin. There is a reasonable basis to believe that listed end products from the following countries:

countries of origin may have been mined, produced, or manufactured by forced or indentured c

| Listed End Products | Listed Country of Origin |
|---|--------------------------|
| Bamboo | Burma |
| Beans (including yellow, soya, and green beans) | Burma |
| Bricks (hand-made) | Burma, Pakistan |
| Chilies | Burma |
| Corn | Burma |
| Pineapples | Burma |
| Rice | Burma |
| Rubber | Burma |
| Shrimp (aquaculture) | Burma |
| Sugarcane | Burma |
| Teak | Burma |

- (c) Certification. The Government will not make award to an offeror unless the offeror, by checking appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision
- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It has It has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has It has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractor, will be obtained before subcontract awards.

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52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 101-11.6 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs required by the rules and regulations of the Secretary of Labor.

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52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and and/or Office and Business Equipment-Contractor Certification (Aug 1996)

(a) The following certification shall be checked:

Certification

The offeror certifies does not certify that -

- (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
 - (2) The contract services are furnished at prices which are, or are based on, established catalog prices for the maintenance, calibration, and/or repair of certain information technology, scientific, medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established price which is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and
 - (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service personnel performing work under the contract as the Contractor uses for equivalent employees servicing equipment of commercial customers.
- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

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52.223-4 Recovered Material Certification (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(I)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of this contract will be at least the amount required by the applicable contract specifications.

NDCHEALTH CORP (Doing Business As: N D C) certifies compliance with 52.223-4

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52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products

Alternate I (Aug 2000)

As prescribed in 23.406(b), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

- (b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, Alan Rosenberg, Vice President, Legal & Risk Management (name of certifier), am an officer or employee of the Contractor and am responsible for the performance of this contract and hereby certify that the percentage of recovered content for EPA-designated products met the applicable contract specifications.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Alan Rosenberg

[Typed Name of the Officer or Employee]

Vice President, Legal & Risk Management

[Title]

NDCHEALTH CORP (Doing Business As: N D C)

[Name of Company, Firm, or Organization]

Tuesday, March 29, 2005 4:35:53 PM

[Date]

(End of provision) [Back to Top](#)**52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract the subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as required by sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, if appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) code or corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the primary purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

(End of provision) [Back to Top](#)**52.225-2 Buy American Act Certificate (June 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign any

those end products manufactured in the United States that do not qualify as domestic end products, "component," "domestic end product," "end product," "foreign end product," and "United States" as defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Description: Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision) [Back to Top](#)

52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jan 2004)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico, or Singapore," "foreign end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": End products of Australia, Canada, Chile, Mexico, or Israel End Products:

Description: Country of Origin:

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Description: Country of Origin:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description: Country of Origin:

Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description: Country of Origin:

(End of provision) [Back to Top](#)

52.225-6 Trade Agreements Certificate (Jan 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

made, or designated country, end product, as defined in the clause of this solicitation entitled "Agreements."

- (b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated end products. Other End Products:

| Description: | Country of Origin: |
|--------------|--------------------|
|--------------|--------------------|

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated end products unless the Contracting Officer determines that there are no offers for those products or offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision) [Back to Top](#)

52.226-2 Historically Black College or University and Minority Institution Representation

- (a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 10111 of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- (b) Representation. The offeror represents that it-
- is is not a historically black college or university;
 - is is not a minority institution.

(End of provision) [Back to Top](#)

52.227-15 Representation of Limited Rights Data and Restricted Computer Software (May 2005)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also give the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract shall be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also allows the Contractor to use its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the contract at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to indicate that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror to insert appropriate block]-
- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted comp software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract claus entitled "Rights In Data-General."

(End of provision) [Back to Top](#)

NDCHEALTH CORP (Doing Business As:N D C)
042978528

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K.15 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

 (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

 (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

 X (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

 (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this

provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

X The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

___ yes X no

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K.16 REPRESENTATIONS AND INSTRUCTIONS FINANCIAL

SECTION K - PART II: Financial Information

1. Contractor: NDCHEALTH CORPORATION

Address:* NDC PLAZA
ATLANTA, GA 30289

Telephone No. (404) 728-2000

Individual(s) to contact regarding this proposal:

BRIAN EIDEX

Dun & Bradstreet, Data Universal Numbering System (DUNS) No.: 805651502

(See FAR 52.204-6 -- Data Universal Numbering System (DUNS) Number)

*If financial records are maintained at some other location, show the address of the place where the records are kept.

2. Cognizant Government Audit Agency:

Address: N/A _____

Auditor: _____

Telephone No. _____

3. Sales:

a. Work Distribution for the Last Complete Fiscal Accounting Period

Government cost reimbursement type prime contracts and subcontracts:
\$ 0

Government fixed price prime contracts and subcontracts: \$565/month

Commercial Sales: \$ 436,276,220

Total Sales: \$ 436,283,000

b. Total Sales for First and Second Fiscal Years Immediately Preceding Last Completed Fiscal Year

Total sales for first preceding fiscal year: \$ 415,970,000

Total sales for second preceding fiscal year: \$341,606,000

4. Is company a separate entity or division? No If a division or subsidiary corporation, name parent company:

5. Date company organized: 1967

6. Manpower:

Total employees: 1715

Direct: 1715

Indirect: 0

Standard Work Week (Hours): 40

7. Commercial Products:

Pharmacy: Transaction processing, software

Hospital: Transaction processing, software

Physician: Transaction processing, software

Information Management: Decision support solutions and consulting to pharmaceutical manufacturers

8. Attach a current organizational chart of the company. Attached
9. Description of contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks).

| | Estimated/ Actual Cost | Standard Cost |
|---------------------|---------------------------|------------------|
| | ===== | ===== |
| Estimating System | _____ | _____ |
| Job Order | <u> X Oracle </u> | _____ |
| Process | _____ | _____ |
| Accumulating System | <u> X Oracle </u> | _____ |
| Job Order | _____ | _____ |
| Process | _____ | _____ |

Has your cost estimating system been approved by any Government agency?
Yes _____ No X

If yes, give name and location of agency:

10. What is your fiscal year period? (Give month-to-month dates)
June to May

What were the indirect cost rates for your last completed fiscal year?

Basis of Fiscal Year 2004 Indirect Cost Rates Allocation

Fringe Benefits 21%

Overhead 0% _____
G & A Expense _____
Other 0% _____

11. Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? No

If yes, give name and location of the Government agency:

Date of last preaward audit review by a Government agency: N/A

12. Cost estimating is performed by:

accounting department
 contract department
 other (describe) _____

13. Has system of control of Government property been approved by a Government agency?

If yes, give name and location of agency:

*If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G & A must be furnished.

14. Purchasing Procedures:

Are purchasing procedures written? Yes No _____

Has your purchasing system been approved by a Government agency?

Yes _____ No _____

If yes, give name and location of agency:

15. Does your firm have an established written incentive compensation or bonus plan?

Yes No

Attachment J-3

APPENDIX J.3 - MATCHING CRITERIA FOR THE PART D ELIGIBILITY INDEX QUERY

Matches are to be performed with the following elements:

- Social Security Number
- Medicare Health Insurance Claim Number (HICN)
- Last Name
- First Name
- Date of Birth
- Sex Code
- Cardholder ID

Matches are scored as follows:

- SEX CODE = 30
- LAST NAME = 20
- FIRST INITIAL = 20
- DOB-CCYY = 10
- DOB-MM = 10
- DOB-DD = 10

The score must be higher than 65 or it is not considered a match by the system.

Attachment J-4

APPENDIX J.4 - ELIGIBILITY DATA ELEMENTS

| Part D Payer Source Elements | Part D Payer Data Types | Data Requirement Data Definition |
|-------------------------------|-------------------------|---|
| Primary | | |
| Social Security Number | CHAR(9) | The beneficiary's current identification number that was assigned by the Social Security Administration. |
| Health Insurance Claim Number | CHAR(12) | The number identifying the primary Medicare Beneficiary under the SSA or RRB programs. This number along with the Beneficiary Identification Code uniquely identifies a Medicare Beneficiary. A code that is used in conjunction with the Beneficiary Claim Account Number to uniquely identify a Medicare Beneficiary. The BIC Code establishes the beneficiary's relationship to a primary Social Security Administration (SSA) or Railroad Retirement Board (RRB) wage earner and is used to justify entitlement to Medicare benefits. |
| Beneficiary's Surname | CHAR(6) | The last name (surname) of the Medicare Beneficiary including any following titles. |
| Beneficiary's First Initial | CHAR(1) | The first initial of the first name of the beneficiary. |
| Beneficiary's Date of Birth | Date CCYYMMDD | The date of birth of the Medicare Beneficiary. |
| Beneficiary's Sex Code | CHAR(1) | Represents the sex of the Medicare Beneficiary. Examples include: Male and Female |
| MSP Reason | CHAR(1) | Captures the reason why the beneficiary has MSP coverage |
| Coverage Code | CHAR(1) | Code indicating the type of coverage. |
| Insurer's Name | CHAR(32) | The name of the group coverage plan in which the beneficiary is enrolled. |
| Insurer's Address-1 | CHAR(32) | The first line of the insurer's mailing address. |
| Insurer's Address-2 | CHAR(32) | The second line of the insurer's mailing address. |
| Insurer's City | CHAR(15) | The name of the city for the insurer's mailing address |
| Insurer's State | CHAR(2) | The postal state code for the insurer's mailing address. |
| Insurer's Zip Code | CHAR(9) | The zip code associated with the insurer's address. |
| Policy Number | CHAR(17) | The identifier for the group coverage plan in which the beneficiary is enrolled. |
| Effective Date | Date CCYYMMDD | The start date of the other drug insurance coverage for the beneficiary. |
| Termination Date | Date CCYYMMDD | The termination date of the other drug insurance coverage for the beneficiary. |
| Relationship Code | CHAR(2) | A code identifying the beneficiary's relationship to the Policy Holder. |
| Policy Holder's First Name | CHAR(9) | The first name of the Drug Insurance Policy Holder. |
| Policy Holder's Last Name | CHAR(16) | The last name of the Drug Insurance Policy Holder. |
| Policy Holder's SSN | CHAR(12) | The social security number of the Drug Insurance Policy Holder |

Attachment B

| | | |
|-------------------------------|---------------|---|
| Group Policy Number | CHAR(20) | A number assigned by the Primary Payer that identifies the Group Policy |
| Group Policy Name | CHAR(17) | The name of the group plan. |
| RxID Number | | |
| RxGroup Number | CHAR(15) | |
| RxBIN Number | CHAR(6) | |
| RxPCN Number | CHAR(10) | |
| RX Plan Toll Free Number | CHAR(15) | |
| | | |
| | | |
| Supplemental | | |
| Social Security Number | CHAR(9) | The beneficiary's current identification number that was assigned by the Social Security Administration. |
| Health Insurance Claim Number | CHAR(12) | The number identifying the primary Medicare Beneficiary under the SSA or RRB programs. This number along with the Beneficiary Identification Code uniquely identifies a Medicare Beneficiary. A code that is used in conjunction with the Beneficiary Claim Account Number to uniquely identify a Medicare Beneficiary. The BIC Code establishes the beneficiary's relationship to a primary Social Security Administration (SSA) or Railroad Retirement Board (RRB) wage earner and is used to justify entitlement to Medicare benefits. |
| Beneficiary's Surname | CHAR(6) | The last name (surname) of the Medicare Beneficiary including any following titles. |
| Beneficiary's First Initial | CHAR(1) | The first initial of the first name of the beneficiary. |
| Beneficiary's Date of Birth | Date CCYYMMDD | The date of birth of the Medicare Beneficiary. |
| Beneficiary's Sex Code | CHAR(1) | Represents the sex of the Medicare Beneficiary. Examples include: Male and Female |
| Supplemental Type Code | CHAR(1) | Code indicating the type of supplemental insurance. For example TRICARE. |
| Coverage Code | CHAR(1) | Code indicating the type of coverage |
| Insurer's Name | CHAR(32) | The name of the group coverage plan in which the beneficiary is enrolled. |
| Insurer's Address-1 | CHAR(32) | The first line of the insurer's mailing address. |
| Insurer's Address-2 | CHAR(32) | The second line of the insurer's mailing address. |
| Insurer's City | CHAR(15) | The name of the city for the insurer's mailing address |
| Insurer's State | CHAR(2) | The postal state code for the insurer's mailing address. |
| Insurer's Zip Code | CHAR(9) | The zip code associated with the insurer's address. |
| Policy Number | CHAR(17) | The identifier for the group coverage plan in which the beneficiary is enrolled. |
| Effective Date | Date CCYYMMDD | The start date of the other drug insurance coverage for the beneficiary. |
| Termination Date | Date CCYYMMDD | The termination date of the other drug insurance coverage for the beneficiary. |
| Member ID Number | CHAR(10) | An identifying number for the insured who is enrolled in other drug coverage insurance. |

Attachment B

| Payor ID | CHAR(10) | Future |
|--------------------------|----------|---|
| RxID Number | | |
| RxGroup Number | CHAR(15) | |
| RxBIN Number | CHAR(6) | |
| RxPCN Number | CHAR(10) | |
| RX Plan Toll Free Number | CHAR(15) | |
| Qualifying Indicator | CHAR(2) | |
| Relationship Code | CHAR(2) | A code identifying the beneficiary's relationship to the Policy Holder. |

Attachment J-5

**APPENDIX J.5 - ESTIMATE OF POTENTIAL PART D
SUPPLEMENTAL TRANSACTIONS—FOR SYSTEM
SIZING PURPOSES ONLY**

| <p align="center">Estimate of Supplemental Transactions (for System Sizing Purposes Only)</p> <p align="center">*Actual supplemental transaction volume should be much lower</p> | | | | | |
|--|---------------------|-----------------|-----------------|-----------------|-----------------|
| | By 5/16/2006 | 1/1/2007 | 1/1/2008 | 1/1/2009 | 1/1/2010 |
| Estimated Total Enrollment in Part D (based on impact analysis) | 29,300,000 | 30,600,000 | 32,000,000 | 33,500,000 | 35,100,000 |
| 60% of Medicare beneficiaries with some kind of prescription drug supplemental coverage (based on 1999 AARP statistics) | 17,580,000 | 18,360,000 | 19,200,000 | 20,100,000 | 21,060,000 |
| Assumed average number of (20) prescriptions per year, per beneficiary | 351,600,000 | 367,200,000 | 384,000,000 | 402,000,000 | 421,200,000 |
| Estimated number of supplemental transactions per year (includes reversals and rebills) Assumption: Industry average for completion of a claim is 1.2 transactions | 421,920,000 | 440,640,000 | 460,800,000 | 482,400,000 | 505,440,000 |

Attachment J-6

APPENDIX J.6 - ASSUMPTIONS

- CMS will:
 - Provide complete benefit information for Medicare beneficiaries to PDP's and Eligibility vendors
- Reporting Transactions Standardized
 - e.g., On adjustments or reversals the Part D plans will receive the same information that was provided on the secondary or tertiary modified N1 transaction
- Non PDP payers will:
 - Provide to CMS a RxBIN, RxPCN, RxGRP, RxID to support creation of enrollment file
 - Batch
 - If unique RxBIN and RxPCN are not RxBIN/RxGRP
 - Non real-time billing claims (batch or paper) will be submitted through TrOOP Facilitation process using Standardized Information Reporting, Information Reporting Reversal, and Information Reporting Re-bill transactions (i.e. NCPDP modified N1, N2 and N3 (optional) transaction format)
 - Real-time claims not routed through TrOOP Facilitation Process:
 - Create and send Information Reporting, Information Report Reversal, and Information Reporting Rebill transactions to TrOOP Facilitation process, If a unique RxBIN, RxPCN, RxGRP is not established and provided to CMS.
- General:
 - All Payers will:
 - Resolve rejects generated as a result of incorrect information provided by payer
 - The TrOOP Facilitation Process supports:
 - Information Reporting, Information Reporting Reversals, and Information Reporting Re-bill transactions (N1, N2, and N3 (optional) transactions.
 - Certification with each payer interface
 - Eligibility Process supports:
 - Standard Eligibility Request, Response, and Messaging
 - The NCPDP v5.1 N1 transaction will be modified to include data elements in the Data Element Request Form (DERF) submitted to NCPDP.
 - NCPDP and ANSI will manage the uniqueness of the RxBIN/RxPCN that will be used in the header of a Medicare Supplemental Claim

- Pharmacies will place the unique RxBIN and PCN in the headers of Medicare Supplemental Claims they send

Attachment J-7

APPENDIX J.7 - CONNECTIVITY REQUEST FOR THE MDCN

For CMS Use Only Application Number: _____

CMS CONNECTIVITY REQUEST for the Part D Eligibility Index and the TroOP Facilitation Process

The following organization is requesting connectivity to the CMS for the Part D Eligibility Index and TroOP Facilitation.

Organization Name:

Applicant's Primary Contact:

Applicant's Primary Contact Telephone Number:

Applicant's Telecommunications Contact:

Applicant's Telecommunications Contact Email:

Address:

Physical Site Address:

(Include City, State, Zip)

Please note: The physical site address must be the physical location for the T1 installation.

1. Does your site have leased line IP connectivity into the MDCN (Medicare Data Communications Network) via AGNS (AT&T Global Network Services)?

Yes. Please answer questions 2-13.

No. Please answer questions 4-13.

2. What are the AGNS account names; i.e. BXKY, BXSC, CWF3, associated with the physical location to be used for drug card transactions? (For example, the AGNS account for the IP connectivity into the CMS central office is HCFA)
3. Are there other locations networked to the physical site? If so, please list the city and state below.

4. What are the IP networks/sub-network masks that will be communicating with CMS? (This is required for both ends of the connectivity so routing can be put in place over the new PVC built across the AGNS.) Please note you may need to contact your network administrator for this information.

NOTE: If the AGNS router is placed on a ring/segment upstream from the origination network(s), CMS will need to know what the next hop will be out of the AGNS router to get to the cascaded network(s).

5. Do you currently have Connect:Direct that you will use for the Part D Eligibility Index and the TrOOP Facilitation Process within your system infrastructure?

Yes. Please answer question a below.
 No. Please answer questions b and c below.

- a. Which version of Connect:Direct do you currently have within your infrastructure; *i.e.*, enterprise, workstation (runs on PC) or satellite (LAN/Server based)?
- b. Please provide the following information for Connect:Direct software installation on the hardware resident within your infrastructure.

Make & Model of Hardware Where Software Will Reside:
Number of Processors Associated with this Hardware:
Operating System Used on the Hardware:

- c. Who is the contact person(s) who will be responsible for the Connect:Direct software?

Name:
Phone Number:
Email Address:

6. For T1 installation, what type of LAN will connect to the CMS router; *i.e.* ethernet, token ring?
7. Will this new site require non-portable registered IP addresses from AGNS?

If so, how many? _____

If not, what addresses will be used at this site (sub-network/mask) and what IP address/sub-network mask should be used as the LAN interface address on the AGNS router?

8. What protocols will need to be enabled for this site; *i.e.*, IP, SNA?

9. Will this site require the use of a dynamic routing protocol to advertise/learn routes to/from the AT&T Business Services network; *i.e.* IGRP, EIGRP, OSPF, BGP? If not, CMS will assume static routes should be used on the router placed at the new site.

10. What IP network(s) or host(s) at this site, including sub-network mask(s), will need to be able to communicate with what IP network(s) or host(s) at other sites and vice versa? Please include sub-network masks for the destination network(s) as well.

NOTE: If the AGNS router is placed on a ring/segment upstream from the origination network(s), CMS will need to know what the next hop will be out of the AGNS router to get to the cascaded network(s).

11. Does this site have connectivity out to the Internet?

12. If there is connectivity out to the Internet, please describe the firewall used at the site for which this is applicable.
 - Socks or proxy
 - Firewall software/hardware
 - Is there any unsolicited inbound traffic permitted from the Internet through the firewall?
 - Will AGNS MDCN WAN be connected to the secure side of the firewall?

13. Are there any dial-up connectivity requirements to the sub-network(s) at this site?

Questions about completing the CMS Connectivity Request should be sent to MDCN@CMS.HHS.GOV with TrOOP Facilitation Process as the subject line

Attachment J-8

APPENDIX J.8 – PROPOSED FORMATS FOR ELIGIBILITY TRANSACTION FOR MEDICARE PART D CLAIMS

E-1 Request:

Mandatory Segment

| TRANSACTION HEADER SEGMENT | | | |
|----------------------------|----------------------------------|-----------------|--|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 1Ø1-A1 | BIN NUMBER | 101010 | M - This would be a specific BIN set up by the Eligibility Facilitation Process for these Requests. |
| 1Ø2-A2 | VERSION/RELEASE NUMBER | 51 | M - 5.1 Transaction Format |
| 1Ø3-A3 | TRANSACTION CODE | E1 | M - Eligibility Verification |
| 1Ø4-A4 | PROCESSOR CONTROL NUMBER | 123456789Ø | M - This would be a specific PCN set up by the Eligibility Facilitation Process for these Requests. ** This field could be spaces if they are using a unique BIN number. |
| 1Ø9-A9 | TRANSACTION COUNT | 1 | M - One occurrence |
| 2Ø2-B2 | SERVICE PROVIDER ID QUALIFIER | Ø7 | M - NCPDP Provider ID of Requesting Pharmacy |
| 2Ø1-B1 | SERVICE PROVIDER ID | 4563663bbbbbbbb | M - Spaced filled because of fixed length. |
| 4Ø1-D1 | DATE OF SERVICE | 20060101 | M - January 1, 2006 |
| 11Ø-AK | SOFTWARE VENDOR/CERTIFICATION ID | Bbbbbbbbb | M - Must be spaces if not required by the Eligibility Facilitation Process |

Optional Segment that would be required for this case. I would suggest that we send the Optional (O) fields "if known". The Eligibility Facilitation Process would need to decide if they want to use the Optional fields in the matching process.

| PATIENT SEGMENT | | | |
|-----------------|--------------------------------|-----------------|----------------------------|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 111-AM | SEGMENT IDENTIFICATION | 01 | M - PATIENT SEGMENT |
| 304-C4 | DATE OF BIRTH | 19400615 | R - Born June 16, 1940 |
| 305-C5 | PATIENT GENDER CODE | 1 | R - Male |
| 310-CA | PATIENT FIRST NAME | JOHN | R - |
| 311-CB | PATIENT LAST NAME | DOE | R - |
| 322-CM | PATIENT STREET ADDRESS | 123 MAIN STREET | O - |
| 322-CN | PATIENT CITY ADDRESS | MY TOWN | O - |
| 324-CO | PATIENT STATE/PROVINCE ADDRESS | CO | O - |
| 325-CP | PATIENT ZIP/POSTAL ZONE | 34567 | R - Zip Code (5 digit zip) |
| 326-CQ | PATIENT PHONE NUMBER | 2015551234 | O - |

Other optional fields in this segment that are not shown are not used.

Mandatory Segment

| INSURANCE SEGMENT | | | |
|-------------------|------------------------|-----------|---|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 111-AM | SEGMENT IDENTIFICATION | 04 | M - INSURANCE SEGMENT |
| 302-C2 | CARDHOLDER ID | 998877665 | M - The ID from the Medicare Part A or B card, the Last 4 digits of the SSN, or a default of 9's (9). |

E-1 Accepted Response:

This is the response when a single match is found.

Mandatory Segment

| RESPONSE HEADER SEGMENT | | | |
|-------------------------|-------------------------------|----------------|------------------------------|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 102-A2 | VERSION/RELEASE NUMBER | 51 | M - 5.1 Transaction Standard |
| 103-A3 | TRANSACTION CODE | E1 | M - Eligibility Verification |
| 109-A9 | TRANSACTION COUNT | 1 | M - One occurrence |
| 501-F1 | HEADER RESPONSE STATUS | A | M - Accepted |
| 202-B2 | SERVICE PROVIDER ID QUALIFIER | 07 | M - NCPDP Provider ID |
| 201-B1 | SERVICE PROVIDER ID | 4563663bbbbbbb | M - |
| 401-D1 | DATE OF SERVICE | 20060101 | M - January 1, 2006 |

Optional Segment that would be required for this case.

| RESPONSE MESSAGE SEGMENT | | | |
|--------------------------|------------------------|--|--|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 111-AM | SEGMENT IDENTIFICATION | 20 | M - RESPONSE STATUS SEGMENT |
| 504-F4 | MESSAGE | <i>MEDICARE ELIG CHECK: (this is where we would put the standardized response. See Appendix A)</i> | R - This would include ALL coverage's (Primary, Secondary, etc.) |

Mandatory Segment.

| RESPONSE STATUS SEGMENT | | | |
|-------------------------|----------------------------------|------------|---|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 111-AM | SEGMENT IDENTIFICATION | 21 | M - RESPONSE STATUS SEGMENT |
| 112-AN | TRANSACTION RESPONSE STATUS | A | M - Approved |
| 526-FQ | ADDL MESSAGE INFORMATION | | O - This is used for overflow from 504-F4. |
| 549-7F | HELP DESK PHONE NUMBER QUALIFIER | 02 or 99 | R - Use 02 if the Eligibility Facilitation Process is going to support these calls. Use 99 if Medicare is going to support these calls. |
| 550-8F | HELP DESK PHONE NUMBER | 4795551234 | R - |

Other optional fields in these segments that are not shown are not used.

E-1 Rejected Response:

This is the response when a single match is **NOT** found.

Mandatory Segment.

| RESPONSE HEADER SEGMENT | | | |
|-------------------------|-------------------------------|----------------|------------------------------|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 102-A2 | VERSION/RELEASE NUMBER | 51 | M - 5.1 Transaction Standard |
| 103-A3 | TRANSACTION CODE | E1 | M - Eligibility Verification |
| 109-A9 | TRANSACTION COUNT | 1 | M - One occurrence |
| 501-F1 | HEADER RESPONSE STATUS | A | M - Accepted |
| 202-B2 | SERVICE PROVIDER ID QUALIFIER | 07 | M - NCPDP Provider ID |
| 201-B1 | SERVICE PROVIDER ID | 4563663bbbbbbb | M - |
| 401-D1 | DATE OF SERVICE | 20060101 | M - January 1, 2006 |

Optional Segment that would be required for this case.

| RESPONSE MESSAGE SEGMENT | | | |
|--------------------------|------------------------|--|--|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 111-AM | SEGMENT IDENTIFICATION | 20 | M - RESPONSE STATUS SEGMENT |
| 504-F4 | MESSAGE | MEDICARE ELIG CHECK: <i>No single match was found.</i> | R - This would be used if not enough data was included or matched in the Request to find a single match. Additional messaging could be included by the Eligibility Facilitation Process if they wanted to improve matching. See note below. |

Note: The Eligibility Facilitation Process could choose to send other Reject codes back in the Response Status Segment when there is more than one match in order to help the Pharmacy understand which value would help in the matching. For example, if the Pharmacy did not send the City in the Request and the Eligibility Facilitation Process found two matches that only differed by the City they could reject the Request with Reject Code "CN" (M/I Patient City Address). This would be sent as an additional Reject Code that would result in the Reject Count being incremented by the number of additional Reject Codes. Field 504-F4 could include additional information that is needed to resolve the reject.

Mandatory Segment. 526-FQ is an optional field but would be required in this case.

| RESPONSE STATUS SEGMENT | | | |
|-------------------------|----------------------------------|------------|---|
| FIELD | FIELD NAME | VALUE | COMMENTS |
| 111-AM | SEGMENT IDENTIFICATION | 21 | M - RESPONSE STATUS SEGMENT |
| 112-AN | TRANSACTION RESPONSE STATUS | R | M - Rejected |
| 510-FA | REJECT COUNT | 1 to 6 | R - 1 Reject Code follows (may have additional reject codes depending on the exact number.) |
| 511-FB | REJECT CODE | 62 | R - Patient Cardholder ID Name Mismatch |
| 526-FQ | ADDL MESSAGE INFORMATION | | O - This is used for overflow from 504-F4. |
| 549-7F | HELP DESK PHONE NUMBER QUALIFIER | 02 or 99 | R - Use 02 if the Eligibility Facilitation Process is going to support these calls. Use 99 if Medicare is going to support these calls. |
| 550-8F | HELP DESK PHONE NUMBER | 4795551234 | R - |

Other optional fields in these segments that are not shown are not used.

Standardized Messaging on Medicare Part-D Eligibility Response

Messaging should be returned in field 504-F4 (Message field) AFTER processor message of **MEDICARE ELIG CHECK**: Field 504-F4 (Message field) is a 200-byte field. If additional bytes are needed the Additional Message field (526-FQ) should be used.

Proposed messages:

PRIMARY;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;PC:001;PH:8001234567;&

Maximum message length is 97-bytes and 98-bytes ADDINS. If additional insurance is listed on the patient record, message could be repeated with different title (ADDINS:1). However, each individual insurance message should not be split between fields. For example if PRIMARY, ADDINS:1, and ADDINS:2 do not both fit in Message field 504-F4, PRIMARY and ADDINS:1 should be in field 504-F4 in its entirety and ADDINS:2 should begin in position 1 of the Additional Message field (526-FQ)

**PRIMARY;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;PC:001;PH:8001234567;&
ADDINS:1;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;PC:001;PH:8001234567;&**

Truncation

Group, Cardholder ID and Person Code information should follow the NCPDP truncation standard where leading and trailing spaces can be truncated. BIN and PCN should not be truncated since that is not allowed in the claim standard for those two fields (zeros or spaces must be sent if field is not used by plan). In instances where Group number, or Person Code are NOT required by plan, place holder must be sent without any values or spaces.

This would save on space, which is important since messages other than secondary insurance may need to be sent on the response:

**PRIMARY;BN:123456;PN:0000000000;GP:123456;ID:123456789;PC:;PH:8001234567;&
ADDINS:1;BN:123456;PN:1234567890;GP:;ID:123456;PC:001;PH:8001234567;&
ADDINS:2;BN:123456;PN:1234567890;GP:TEST;ID:123456;PC:001;PH:8001234567;&**

Field Separators

Colon separates field name from value, semi colon separates different fields and the "&" sign separates different messages.

Standardized Messaging on Response from PDP

Messaging should be returned in field 504-F4 (Message field) on a PAID response. Message should begin in position one of this field. On a rejected response, the processor messages would come first. Field 504-F4 (Message field) is a 200-byte field. If additional bytes are needed the Additional Message field (526-FQ) is available. Overflow additional insurance information should be populated in field 526-FQ AFTER the Brand/Generic differential and TrOOP remaining and applied messages.

Proposed messages:

Patient has additional insurance on a paid claim:

**ADDINS:1;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;P
C:001;PH:8001234567;&**

Maximum message length is 98-bytes. If additional insurance is listed on the patient record, message could be repeated. However, each individual ADDINS message should not be split between fields. For example, if ADDINS:1, ADDINS:2, and ADDINS:3 could not fit in Message field 504-F4, ADDINS:1 and ADDINS:2 should be in field 504-F4 in its entirety and ADDINS:3 should be in the Additional Message field (526-FQ), after other processor messages (Brand/Generic differential and TrOOP remaining and applied).

Field 504-F4:

**ADDINS:1;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;P
C:001;PH:8001234567;&
ADDINS:2;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;P
C:001;PH:8001234567;&**

Field 526-FQ:

**Brand/Generic differential = 15.99
\$567 remaining towards TrOOP
\$65.99 applied towards TrOOP
ADDINS:3;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;P
C:001;PH:8001234567;&**

PDP should be billed as secondary:

Reject with code 41: *Submit Bill to Other Processor or Primary Payer:*
**PRIMARY;BN:123456;PN:1234567890;GP:123456789012345;ID:12345678901234567890;P
C:001;PH:8001234567;&**

Truncation

Group, Cardholder ID and Person Code information should follow the NCPDP truncation standard where leading and trailing spaces can be truncated. BIN and PCN should not be truncated since that is not allowed in the claim standard for those two fields (zeros or spaces must be sent if field is not used by plan). In instances where Group number, or Person Code are NOT required by plan, place holder must be sent without any values or spaces. This would save on space, which is important since messages other than secondary insurance may need to be sent on the response:

***ADDINS:1;BN:123456;PN:000000000;GP:123456;ID:123456789;PC:;PH:8001234567;&A
DDINS:2;BN:123456;PN:1234567890;GP:;ID:123456;PC:001;PH:8001234567;&***

Field Separators

Colon separates field name from number, semi colon separates different fields and the "&" sign separates different messages.

Attachment J-9

APPENDIX J.9 – HIPAA SECURITY COMPLIANCE PLAN

HIPAA Security Compliance Plan

(Modified from HIPAA Security Rule Appendix A to Subpart C to Part 164¹ --Security Standards: Matrix)

Complete the chart below using this example

| Standards | Sections | Implementation Specifications (R)= Required, (A)= Addressable | | Project /Activity | Scheduled Completion |
|---------------------------------|---------------|--|-----|---|----------------------|
| | | | | | |
| Security Awareness and Training | 164.308(a)(5) | Security Reminders | (A) | Perform gap analysis, develop awareness program | 3Q CY 2005 |
| | | Protection from Malicious Software | (A) | | |
| | | Log-in Monitoring | (A) | | |
| | | Password Management | (A) | | |

ADMINISTRATIVE SAFEGUARDS (see § 164.308)

| Standards | Sections | Implementation Specifications (R)= Required, (A)= Addressable | | Project /Activity | Scheduled Completion |
|----------------------------------|---------------|--|-----|-------------------|----------------------|
| | | | | | |
| Security Management Process | 164.308(a)(1) | Risk Analysis | (R) | | |
| | | Risk Management | (R) | | |
| | | Sanction Policy | (R) | | |
| | | Information System Activity Review | (R) | | |
| Assigned Security Responsibility | 164.308(a)(2) | | (R) | | |
| Workforce Security | 164.308(a)(3) | Authorization and/or Supervision | (A) | | |
| | | Workforce Clearance Procedure | (A) | | |
| | | Termination Procedures | (A) | | |
| Information Access Management | 164.308(a)(4) | Isolating Health Care Clearinghouse Function | (R) | | |
| | | Access Authorization | (A) | | |
| | | Access Establishment and Modification | (A) | | |
| Security Awareness and Training | 164.308(a)(5) | Security Reminders | (A) | | |
| | | Protection from Malicious Software | (A) | | |
| | | Log-in Monitoring | (A) | | |
| | | Password Maintenance | (A) | | |
| Security Incident Procedures | 164.308(a)(6) | Response and Reporting | (R) | | |
| Contingency Plan | 164.308(a)(7) | Data Backup Plan | (R) | | |
| | | Disaster Recovery Plan | (R) | | |
| | | Emergency Mode Operation Plan | (A) | | |
| | | Testing and Revision Procedure | (A) | | |

¹ 45 CFR parts 160, 162 and 164 Health Insurance Reform: Security Standards; Final Rule

| | | | | | |
|----------------------------------|---------------|---|-----|--|--|
| | | Application and Data Criticality Analysis | (A) | | |
| Evaluation | 164.308(a)(8) | | (R) | | |
| Business Associate | 164.308(b)(1) | Written Contract or Other Arrangement | (R) | | |
| Contracts and other Arrangements | | | | | |

PHYSICAL SAFEGUARDS (see § 164.310)

| Standards | Sections | Implementation Specifications (R)= Required, (A)= Addressable | Project /Activity | Scheduled Completion |
|---------------------------|---------------|--|-------------------|----------------------|
| Facility Access Controls | 164.310(a)(1) | Contingency Operations | (A) | |
| | | Facility Security Plan | (A) | |
| | | Access Control and Validation Procedures | (A) | |
| | | Maintenance Records | (A) | |
| Workstation Use | 164.310(b) | | (R) | |
| Workstation Security | 164.310(c) | | (R) | |
| Device and Media Controls | 164.310(d)(1) | Disposal | (R) | |
| | | Media Re-use | (R) | |
| | | Accountability | (A) | |
| | | Data Backup and Storage | (A) | |

TECHNICAL SAFEGUARDS (see 164.312)

| Standards | Sections | Implementation Specifications (R)= Required, (A)= Addressable | Project /Activity | Scheduled Completion |
|---------------------------------|---------------|---|-------------------|----------------------|
| Access Control | 164.312(a)(1) | Unique User Identification | (R) | |
| | | Emergency Access Procedures | (R) | |
| | | Automatic Logoff | (A) | |
| | | Encryption and Decryption | (A) | |
| Audit Controls | 164.312(b) | | (R) | |
| Integrity | 164.312(c)(1) | Mechanism to Authenticate Electronic Protected Health Information | (A) | |
| Person or Entity Authentication | 164.312(d) | | (R) | |
| Transmission Security | 164.312(e)(1) | Integrity Controls | (A) | |
| | | Encryption | (A) | |

Attachment J-10

APPENDIX J. 10 - N1, N2, AND N3 REQUIREMENTS

Modified N1 Payer Sheet

Part II – Field and Segment Requirements:

The following lists the segments available in a submission of an modified N1 Information Transaction. **The Transaction Header Segment is mandatory**, all other segments are identified as mandatory, situational (depending on the data required on the specific reporting event).

Transaction Header Segment: Mandatory in all cases

Real-Time Claims

For a real-time B1/B2/B3 transactions to be routed through the TrOOP Router a unique BIN/PCN combination must be assigned to identify the secondary/tertiary insurance. This will allow the router to determine the appropriate routing and the TrOOP Facilitator to create the modified N1/N2/N3 transaction for the PDP. The unique BIN/PCN will be sent to the PDP so they may identify the correct secondary/tertiary insurance.

If a unique BIN/PCN is not assigned by the secondary/tertiary or is not sent by the pharmacy then all real-time B1/B2/B3 transactions will not be routed through the TrOOP Router. It will be the responsibility of the secondary/tertiary insurance to correctly format and send the modified N1/N2/N3 transactions to the TrOOP Router. The secondary/tertiary insurance would have to create the modified N1/N2/N3 according to the following rules –

- If the secondary/tertiary is identified by a unique BIN/PCN and it is not sent by the pharmacy, the modified N1/N2/N3 must be formatted with the unique BIN/PCN and sent to the TrOOP Router
- If the secondary/tertiary does not have a unique BIN/PCN, it must be able to be uniquely identify by a combination of BIN/Group or BIN/PCN/Group. The modified N1/N2/N3 must be formatted with the unique combination and sent to the TrOOP Router.

Paper or Batch Claims

If the secondary/tertiary insurance receives a claim on paper or in a batch, then it is the responsibility of the secondary/tertiary to correctly format and send the modified N1/N2/N3 transactions to the TrOOP Router. The secondary/tertiary insurance would have to create the modified N1/N2/N3 according to the following rules –

- If the secondary/tertiary is identified by a unique BIN/PCN, the modified N1/N2/N3 must be formatted with the unique BIN/PCN and sent to the TrOOP Router.
- If the secondary/tertiary does not have a unique BIN/PCN, it must be able to be uniquely identify by a combination of BIN/Group or BIN/PCN/Group. The modified N1/N2/N3 must be formatted with the unique combination and sent to the TrOOP Router.

NOTE

Need to define details of field values of N1 from all entities

Request Transaction:

Request Header Segment: Mandatory

| Field# | NCPDP Field Name | NCPDP Values Supported | Mandatory/Situational |
|--------|-----------------------------------|---|-----------------------|
| 101-A1 | BIN Number | <ul style="list-style-type: none"> When non-PDP sends - TrOOP Facilitator BIN When TrOOP Facilitator sends - PDP BIN (duplicate wording for other fields) | M |
| 102-A2 | Version/Release Number | 51 | M |
| 103-A3 | Transaction Code | N1 | M |
| 104-A4 | Processor Control Number | Assigned to Medicare D group | M |
| 109-A9 | Transaction Count | 1 | M |
| 202-B2 | Service Provider ID Qualifier | | M |
| 201-B1 | Service Provider ID | <ul style="list-style-type: none"> When routing from TrOOP Facilitator to PDP, filled with NCPDP Provider ID. When routing from secondary/tertiary payer to TrOOP Facilitator filled with Secondary/Tertiary insurance's Provider ID. | M |
| 401-D1 | Date of Service | | M |
| 110-AK | Software Vendor /Certification Id | Assigned when certified, transaction will reject if not valid for N1. Also used to identify source of transaction (i.e. TrOOP Facilitator, Secondary/Tertiary Payer) | M |

Insurance Segment: Mandatory

| Field# | NCPDP Field Name | NCPDP Values Supported | Mandatory/Situational |
|--------|---------------------------|--|-----------------------|
| 111-AM | Segment Identification | 04 | M |
| 302-C2 | Cardholder ID | Primary Cardholder ID <ul style="list-style-type: none"> When routing from TrOOP Facilitator to PDP, filled with PDP cardholder id. When routing from secondary/tertiary payer to TrOOP Facilitator filled with Secondary/Tertiary insurance's cardholder id Filled by TrOOP Facilitator | M |
| 301-C1 | Group ID | Primary Group ID Filled by TrOOP Facilitator | S |
| | Other Payer BIN | | M |
| | Other Payer PCN | | M |
| | Other Payer Cardholder ID | | M |
| | Other Payer Group ID | | S |

Claim Segment: Mandatory

| Field# | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|--------|--|--|-------------------------|
| 111-AM | Segment Identification | 07 | M |
| 455-EM | Prescription/ Service Ref Number Qualifier | 1 | M |
| 402-D2 | Prescription/ Service Ref Number | | M |
| 436-E1 | Product/Service ID Qualifier | 01, 02, 03 | M |
| 407-D7 | Product/Service ID | UPC, HRI, NDC (see external code list) | M |
| 403-D3 | Fill Number | | M |
| | Transaction Sequence/Reference Number | Unique number to identify transaction. Number to be echoed back on response | S |

Pricing Segment: Mandatory

| Field# | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|--------|-------------------------------|--|-------------------------|
| 111-AM | Segment Identification | 11 | M |
| 433-DX | Patient Paid Amount Submitted | Amount to be considered for TrOOP adjustment | M |
| | | | |

Response Transaction:

Response Header Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|-------------------------------|---|-------------------------|
| 102-A2 | Version/Release Number | 51 | M |
| 103-A3 | Transaction Code | N1 | M |
| 109-A9 | Transaction Count | 1 | M |
| 501-F1 | Header Response Status | | M |
| 202-B2 | Service Provider Id Qualifier | | M |
| 201-B1 | Service Provider Id | <ul style="list-style-type: none"> When routing between TrOOP Facilitator and PDP, filled with NCPDP Provider ID. When routing between secondary/tertiary payer and TrOOP Facilitator filled with Secondary/Tertiary insurance's Provider ID. | M |
| 401-D1 | Date of Service | | M |

Response Message Segment: Situational

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|------------------------|--------------------------|-------------------------|
| 111-AM | Segment Identification | | |
| 504-F4 | Message | Additional clarification | |

Response Insurance Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|----------------------------------|---|-------------------------|
| 111-AM | Segment Identification | | M |
| 302-C2 | Cardholder ID | <ul style="list-style-type: none"> When routing from TrOOP Facilitator to PDP, filled with PDP cardholder id. When routing from secondary/tertiary payer to TrOOP Facilitator filled with Secondary/Tertiary insurance's cardholder id. | M |
| 301-C1 | Group ID | Primary Group ID | S |
| | Secondary/Tertiary BIN | | M |
| | Secondary/Tertiary PCN | | M |
| | Secondary/Tertiary Cardholder ID | | M |
| | Secondary/Tertiary Group ID | | S |

Response Status Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|---------------------------------------|---|-------------------------|
| 111-AM | Segment Identification | 21 | M |
| 112-AN | Transaction Response Status | | M |
| 503-F3 | Authorization Number | | M |
| 510-FA | Reject Count | | S |
| 511-FB | Reject Code | | S |
| | Transaction Sequence/Reference Number | Unique number to identify transaction. Number to be echoed back from request. | |
| 526-FQ | Additional Message Information | | S |
| 549-7F | Help Desk Phone Number Qualifier | | S |
| 550-8F | Help Desk Phone Number | | S |

Modified N2 Payer Sheet

Part II – Field and Segment Requirements:

The following lists the segments available in a submission of an modified N2 Information Reversal or Adjustment Transaction. **The Transaction Header Segment is mandatory**, all other segments are identified as mandatory, situational (depending on the data required on the specific reporting event).

Transaction Header Segment: Mandatory in all cases

Real-Time Claims

For a real-time B1/B2/B3 transactions to be routed through the TrOOP Router a unique BIN/PCN combination must be assigned to identify the secondary/tertiary insurance. This will allow the router to determine the appropriate routing and the TrOOP Router to create the modified N1/N2/N3 transaction for the PDP. The unique BIN/PCN will be sent to the PDP so they may identify the correct secondary/tertiary insurance.

If a unique BIN/PCN is not assigned by the secondary/tertiary or is not sent by the pharmacy then all real-time B1/B2/B3 transactions will not be routed through the TrOOP Router. It will be the responsibility of the secondary/tertiary insurance to correctly format and send the modified N1/N2/N3 transactions to the TrOOP Router. The secondary/tertiary insurance would have to create the modified N1/N2/N3 according to the following rules –

- If the secondary/tertiary is identified by a unique BIN/PCN and it is not sent by the pharmacy, the modified N1/N2/N3 must be formatted with the unique BIN/PCN and sent to the TrOOP Router
- If the secondary/tertiary does not have a unique BIN/PCN, it must be able to be uniquely identify by a combination of BIN/Group or BIN/PCN/Group. The modified N1/N2/N3 must be formatted with the unique combination and sent to the TrOOP Router.

Paper or Batch Claims

If the secondary/tertiary insurance receives a claim on paper or in a batch, then it is the responsibility of the secondary/tertiary to correctly format and send the modified N1/N2/N3 transactions to the TrOOP Router. The secondary/tertiary insurance would have to create the modified N1/N2/N3 according to the following rules –

- If the secondary/tertiary is identified by a unique BIN/PCN, the modified N1/N2/N3 must be formatted with the unique BIN/PCN and sent to the TrOOP Router.
- If the secondary/tertiary does not have a unique BIN/PCN, it must be able to be uniquely identify by a combination of BIN/Group or BIN/PCN/Group. The modified N1/N2/N3 must be formatted with the unique combination and sent to the TrOOP Router.

Request Transaction:

Request Header Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|-----------------------------------|---|-------------------------|
| 101-A1 | BIN Number | <ul style="list-style-type: none"> When non-PDP sends - TrOOP Facilitator BIN When TrOOP Facilitator sends - PDP BIN (duplicate wording for other fields) | M |
| 102-A2 | Version/Release Number | | M |
| 103-A3 | Transaction Code | N2 | M |
| 104-A4 | Processor Control Number | Assigned to Medicare D group | M |
| 109-A9 | Transaction Count | 1 | M |
| 202-B2 | Service Provider ID Qualifier | | M |
| 201-B1 | Service Provider ID | <ul style="list-style-type: none"> When routing from TrOOP Router to PDP, filled with NCPDP Provider ID. When routing from secondary/tertiary payer to TrOOP Router filled with Secondary/Tertiary insurance's Provider ID. | M |
| 401-D1 | Date of Service | | M |
| 110-AK | Software Vendor /Certification Id | Assigned when certified, transaction will reject if not valid for N2. Also used to identify source of transaction (i.e. TrOOP Router, Secondary/Tertiary Payer) | M |

Insurance Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|---------------------------|---|-------------------------|
| 111-AM | Segment Identification | 04 | M |
| 302-C2 | Cardholder ID | <ul style="list-style-type: none"> When routing from TrOOP Router to PDP, filled with PDP cardholder id. When routing from secondary/tertiary payer to TrOOP Router filled with Secondary/Tertiary insurance's cardholder id. | M |
| 301-C1 | Group ID | <ul style="list-style-type: none"> Primary Group ID Filled by TrOOP Facilitator | S |
| | Other Payer BIN | | S |
| | Other Payer PCN | | S |
| | Other Payer Cardholder ID | | M |
| | Other Payer Group ID | | S |

Claim Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|--|--|-------------------------|
| 111-AM | Segment Identification | 07 | M |
| 455-EM | Prescription/ Service Ref Number Qualifier | 1 | M |
| 402-D2 | Prescription/ Service Ref Number | | M |
| 436-E1 | Product/Service ID Qualifier | 03 | M |
| 407-D7 | Product/Service ID | NDC | M |
| 403-D3 | Fill Number | | M |
| New | Transaction Sequence/Reference Number | Unique number to identify transaction. Number to be echoed back on response | M |

Pricing Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|-------------------------------|------------------------|-------------------------|
| 111-AM | Segment Identification | 11 | M |
| 433-DX | Patient Paid Amount Submitted | | M |
| | | | |

Response Transaction:**Response Header Segment: Mandatory**

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|-------------------------------|---|-------------------------|
| 102-A2 | Version/Release Number | 51 | M |
| 103-A3 | Transaction Code | N3 | M |
| 109-A9 | Transaction Count | 1 | M |
| 501-F1 | Header Response Status | | M |
| 202-B2 | Service Provider Id Qualifier | | M |
| 201-B1 | Service Provider Id | <ul style="list-style-type: none"> When routing from TrOOP Facilitator to PDP, filled with NCPDP Provider ID. When routing from secondary/tertiary payer to TrOOP Facilitator filled with Secondary/Tertiary insurance's Provider ID. | M |
| 401-D1 | Date of Service | | M |

Response Message Segment: Situational

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|------------------------|--------------------------|-------------------------|
| 111-AM | Segment Identification | | M |
| 504-F4 | Message | Additional clarification | S |

Insurance Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|------------------------|---|-------------------------|
| 111-AM | Segment Identification | 04 | M |
| 302-C2 | Cardholder ID | <ul style="list-style-type: none"> When routing from TrOOP Facilitator to PDP, filled with PDP cardholder id. When routing from secondary/tertiary payer to TrOOP Facilitator filled with Secondary/Tertiary insurance's cardholder id. | M |
| 301-C1 | Group ID | Secondary/Tertiary Group ID | S |
| New | Secondary/Tertiary BIN | | M |
| New | Secondary/Tertiary PCN | | M |

Response Status Segment: Mandatory

| Field # | NCPDP Field Name | NCPDP Values Supported | Mandatory / Situational |
|---------|---------------------------------------|---|-------------------------|
| 111-AM | Segment Identification | 21 | M |
| 112-AN | Transaction Response Status | | M |
| 503-F3 | Authorization Number | | M |
| 510-FA | Reject Count | | S |
| 511-FB | Reject Code | | S |
| New | Transaction Sequence/Reference Number | Unique number to identify transaction. Number to be echoed back from request. | M |
| 526-FQ | Additional Message Information | | S |
| 549-7F | Help Desk Phone Number Qualifier | | S |
| 550-8F | Help Desk Phone Number | | S |

Attachment J-11

APPENDIX J.11 - IT PROJECT MANAGEMENT REPORT



CMS IT Project Management Report

Project Title:

FMIB Number:

Sub ID #

Component | Number (ex. OIS | 304)

Contract Number:

Task Order Number:

CMS Project Owner:

Contract Period of Performance:

Report For Period Ending:

Contractor Information:

Name:

Address:

Project Manager:

Phone Number:

Note: Areas shaded in Light Green indicate required contractor input.

Received by CMS: _____

Contractor #: _____

Updated 11/29/04

CMS IT Project Management Report

Project Name:
 FMIB #:
 Contract Number:
 Report Period:

Task Order Number:
 to

Cost/Schedule Status (\$000)

| Original Contract Target Cost | Negotiated Contract Changes | Current Target Cost | Profit/Fee | Target Price |
|-------------------------------|-----------------------------|---------------------|------------|--------------|
| | | | | |

| Task | Projected | | Actual | | Cumulative To Date | | Estimated Cost at Completion |
|------|------------|----------|------------|----------|----------------------|--------------------------|------------------------------|
| | Start Date | End Date | Start Date | End Date | Actual Costs To Date | Percent of Work Complete | |
| | (1) | (2) | (3) | (4) | (5) | (6) | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Technical Status - Outlook

Schedule Objectives

Provide a list and brief description of key schedule objectives for the next 30-90 days. These should include reports, releases, inspections, tests, contract deliverables, or significant milestones.

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

Technical Status - Problem Status Report

| Problem Description: | Problem Impact: | Recovery Plan: |
|--|---|---|
| Provide a summary of significant existing or potential problems, including those items identified on the Outlook that pose significant risk to schedule or cost. | Provide a risk analysis of the problem impact, expressing: 1) Total Contract Cost; 2) Scheduled Deliveries; 3) Scope; 4) Quality. | Summarize corrective actions taken or required, including government action where required. |
| | | |
| | | |
| | | |
| | | |

Size Metrics

| Software Language Description: | Beginning Plan / Estimate | Ending Actual |
|---|----------------------------------|----------------------|
| Source Lines of Code (Thousands) | | |
| Total Number of Database Tables | | |
| Total Number of Database Attributes | | |
| Total Software Units through Code & Unit Test | | |

CMS IT Project Management Report Instructions Small IT Project

C.1 INTRODUCTION

The purpose of the IT Project Management Report (PM workbook) is to provide CMS with a uniform approach to measuring results, assessing performance, and mitigating risk. The objective of the PM Workbook is to provide a standardized format for communicating project status and establish minimum reporting criteria for each project across the CMS IT Project Portfolio. The IT Project Management Report is the primary reporting tool for supplying select schedule, financial and metrics data to CMS. The CMS IT Project Management Report for small IT Projects is comprised of the following segments:

- Project Management Report Cover
- Cost/Schedule Status
- Technical Status – Outlook
- Technical Status – Problem Status Report
- Size Metrics

In general, information contained in the PM workbook is updated monthly. The contractor is responsible for filling in areas shaded in **light green**.

The Department of Defense has developed the Data Item Description (DID), DI-MGMT-81467, for the Cost/Schedule Status Report (C/SSR) reporting. For larger projects, CMS has developed a modified C/SSR. DI-MGMT-81467 is the basis for the CMS' C/SSR and Problem Status Report. As appropriate, the corresponding DID sections will be referenced in parentheses at the end of each item description. DI-MGMT-81467 is available online at http://www.acq.osd.mil/pm/newpolicy/c_ssrupdate/cssr_did.html.

PROJECT MANAGEMENT REPORT COVER

The Project Management Report Cover Description provides an abstract of the Project.

CMS will complete the following information prior to supplying the Contractor with PM Workbook.

- **Project Title** – As defined in the IT Investment Database
- **FMIB number** – As defined in the IT Investment Database
- **Contract number** – As defined in contract award letter.
- **Task Order number** – As defined in contract award letter.
- **CMS project owner** – The CMS contact as defined in the IT Investment Database
- **Period of Performance** – CMS will enter the Contract Beginning and Ending Dates.

This information will not change from month to month. CMS will be responsible for updating this information as appropriate and supplying the Contractor with an updated PM Workbook.

The contractor shall complete the following information monthly:

- **Report Period Ending Date** – This field will be updated monthly and should identify the last day of the period the IT Workbook covers.
- **Contractor Information** – This section contains the Contractor's Name, Address, Project Manager, and Phone Number. This information should be updated whenever it changes.

COST/SCHEDULE STATUS

This section of the report provides current project performance with respect to cost and schedule and future performance.

The following information is to be updated as contract changes occur: *(DID Section 10.3)*

- **Original Contract Target Cost** - Enter in the dollar value (excluding fee or profit) negotiated in the original contract. For a cost plus fixed fee contract, enter the estimated cost negotiated. *(DID Section 10.3.1)*
- **Negotiated Contract Changes** - Enter the cumulative cost (excluding fee or profit) applicable to definitized contract changes which have occurred since the beginning of the contract. Changes to estimated costs for cost plus fixed fee contracts will include only amounts for changes in the contract work scope; changes for cost growth will not be included. *(DID Section 10.3.2)*
- **Profit/Fee** – Total profit/fee is updated as changes to the contract occur.

The following information is updated as appropriate:

(Note: All dates must be entered in a **mm/dd/yyyy** format)

- **Projected Start Date** – Enter the projected start dates for the WBS elements. These dates should only change if CMS and the Contractor have agreed to re-baseline the contract work.
- **Projected End Date** – Enter the projected end dates for the WBS elements. These dates should only change if CMS and the Contractor have agreed to re-baseline the contract work.
- **Actual Start Date** – Enter the actual start dates for the WBS elements.
- **Actual End Date** – Enter the actual end dates for the WBS elements.

The following information needs to be updated monthly:

- **Actual Costs to Date** – Enter the cumulative actual cost of accomplishing the completed work. This represents the direct and indirect costs specifically identified or allocated to the contract. . Actual costs reported in the CMS C/SSR should reconcile to other contractually required cost reports and to the contractor's internal accounting records. *(DID Section 10.4.8.3)*
- **Percent of Work Complete** – Enter the percent that represents the total amount of work completed to date.
- **Estimated Cost At Completion (EAC)** – Enter the contractor's latest revised estimate of cost at completion including estimated overrun/under-run for all authorized work. The EAC should consist of actual costs to date (ACWP) plus an estimate of the cost of remaining work. This column represents the contractor's latest, best estimate of the final contract costs for the WBS elements and other categories being reported. *(DID Section 10.4.8.7)*

SIZE METRICS

The following Size metrics are to be reported at the Beginning and End of the contract by software language. The number reported for the Beginning of the contract represents the Planned or estimated number. The number reported for the End of the contract represents the actual counts for:

- **Source Lines of Code** – Enter the cumulative number of executable statements excluding comments and blank lines.
- **Total Number of Database Tables** – Enter the number of database tables.
- **Database Attributes** – Enter the number of database attributes.
- **Total Software Units** – Enter the number of Software Units.

TECHNICAL STATUS – OUTLOOK

This report affords the Contractor the opportunity to assess the anticipated status of the project 90 days in the future. The Contractor should use this section to highlight concerns and anticipate positive outcomes, and assess program risks and opportunities related to schedule objectives.

The following information is updated to represent a 30 - 90 day outlook:

- **Schedule Objectives** - Provide a list and brief description of key schedule objectives for the next 30 - 90 days. These should include reports, releases, inspections, tests, contract deliverables, or significant milestones.

TECHNICAL STATUS - PROBLEM STATUS REPORT

The Problem Status Report provides a summary analysis of overall project performance, including significant existing or potential problems and corrective actions taken or required, to include government action where required. *(DID Section 10.5.1)*

The following information is updated monthly:

- **Problem Description** – Provide a summary of significant existing or potential problems, including those items identified in the “outlook” section that pose significant risk to schedule or cost.
- **Problem Impact** – Provide a risk analysis of the problem impact addressing: 1) Total Contract Cost; 2) Scheduled Deliveries; 3) Scope; 4) Quality.
- **Recovery Plan** – Summarize corrective actions taken or required, including government action where required.

Attachment J-12

**APPENDIX J.12 – CMS IT SDLC CONTRACT SCHEDULE
TEMPLATE**



CMS IT SDLC Contract Schedule Template

Project Title: [REDACTED]

FMIB Number: [REDACTED]

Contract Number: [REDACTED]

Task Order Number: [REDACTED]

Unique Project ID: [REDACTED]

CMS Project Owner: [REDACTED]

Contract Period of Performance: [REDACTED] [REDACTED]

Report For Period Ending:

Contractor Information:

Name:

Address:

Project Manager:

Phone Number:

Note: Light Green areas indicate require contractor input. Blue areas are CMS supplied.

CMS IT SDLC CONTRACT SCHEDULE REPORTING INSTRUCTIONS

INTRODUCTION

The purpose of the CMS IT SDLC Contract Schedule Template is to provide CMS with a uniform approach to analyzing contract schedule performance. The objective of the Contract Schedule Template is to provide a standardized format for reporting project schedule status and establish minimum reporting criteria for each contract across the CMS IT Project Portfolio. The CMS IT SDLC Contract Schedule (contract schedule) is the primary reporting tool for supplying contract schedule data to CMS. The CMS IT SDLC Contract Schedule Template is comprised of the following segments:

- Detailed Task Information
- Gantt Chart
- CMS Pre-Defined Contract Information
- Contract Schedule General Information

In addition to the schedule segments, this instruction document will cover the CMS defined:

- Work Breakdown Structure Levels
- Tailoring Options for the Contract Schedule; and
- Contract Schedule Process.

DETAILED TASK INFORMATION:

The contract schedule shall contain, at a minimum, the following columns:

Task ID Number – This consecutive number should be automatically generated by the scheduling tool for each contract project task.

Information Indicator – As task information is added to the schedule, such as date constraints, the scheduling tool will indicate that this information is included by placing an indicator in this column.

WBS# (Work Breakdown Structure Number) – The WBS number corresponds to the number in the contract work breakdown structure as defined and agreed upon by CMS and the contractor. Use an outline numbering format.

Task/Activity Name – A concise task name that clearly indicates the task, deliverable or milestone for the schedule. Note: If using Microsoft Project, enter tasks using the “Task Information View.” Complete sections: General; Predecessors; Advanced and Notes.

Responsible Entity – The name of the resource ultimately responsible for completing the task.

Duration – The total duration of the task calculated in 8-hour days. The duration should be based upon the time period between the Baseline Start Date and the Baseline Finish Date excluding weekends and government holidays. The task duration should be manageable. Note: If using Microsoft Project, do not enter task duration when entering tasks. Use “Task Entry View with Notes” to set a fixed duration that is not effort driven.

Projected Baseline Start Date – Enter the projected start dates for work to begin on the key deliverables. These dates should only change if CMS and the Contractor have agreed to re-baseline the contract work. Dates must be entered in mm/dd/yyyy format.

Projected End Date – Enter the projected end dates of work on the key deliverables. These dates should only change if CMS and the Contractor have agreed to re-baseline the contract work. Dates must be entered in mm/dd/yyyy format.

Actual Start Date – Enter the actual start dates for when work began on the key deliverables. Dates must be entered in mm/dd/yyyy format.

Actual End Date – Enter the actual end dates for when work was completed on the key deliverable. Dates must be entered in mm/dd/yyyy format.

Baseline Start Date – Enter the baseline start date, for the task, as agreed upon by CMS and the contractor at the conclusion of the Integrated Baseline Review (IBR). Dates must be entered in mm/dd/yyyy format.

Baseline End Date – Enter the baseline end date, for the task, as agreed upon by CMS and the contractor. Dates must be entered in mm/dd/yyyy format.

Predecessor – Enter the Task ID Number for the task that must begin or end before activity can begin or end on the current task. CMS recommends using the precedence diagramming method (PDM) to determine task dependencies. If using PDM, the predecessor would be the “from” task. Note: If using Microsoft Project, indicate the predecessor type and specify any lag time between the tasks in the “Task Information” view.

GANTT CHART

The contract schedule shall contain, at a minimum, a Gantt Chart. Generally, tasks/activities and other project elements are listed down the left side of the chart, dates are shown across the top, and task/activity durations are displayed against the x and y axes as date-placed horizontal bars.

The CMS IT SDLC Contract Schedule Template includes a Gantt Chart pre-formatted to meet CMS contract schedule requirements. Contractors may add to the information displayed in the Gantt Chart, however the CMS supplied format must not be changed to reflect less schedule information.

CMS PRE-DEFINED CONTRACT SCHEDULE INFORMATION

CMS will include the following information in the template prior to supplying the Contractor with the CMS IT SDLC Contract Schedule Template:

- **Project Title** – As defined in the IT Investment Database
- **FMIB number** – As defined in the IT Investment Database
- **Contract number** – As defined in contract award letter.
- **Task Order number** – As defined in contract award letter.
- **Unique Project Identifier** – Internal identifier for CMS Scheduling purposes.
- **CMS Project Owner** – The CMS contact as defined in the IT Investment Database
- **Contract Period of Performance** – CMS will enter the Contract Beginning and Ending Dates.

This information will not change from month to month. CMS will be responsible for updating this information as appropriate.

Additionally, the contract schedule template will be populated with the mandatory CMS SDLC phases in accordance with the CMS Integrated IT Investment Management Process. These phases are summary tasks and should always be at **WBS level 1**. The phases are:

- **Requirements Analysis** - The Requirements Analysis Phase is the period in the CMS SDLC during which the Contractor reviews and validates the system requirements that were provided in the GFI System Requirements Specification (SyRS).
- **Design and Engineering** - The Design and Engineering Phase is the period of time in the CMS SDLC during which the Contractor develops the design for the architecture, software components, interfaces and the physical database. The Contractor documents the system design and allocates the system requirements in the SyRS to the design elements.
- **Development** - In the Development Phase, the Contractor develops code and conducts software unit and integration testing.
- **Testing** - The Testing Phase is the period in the CMS SDLC during which the Contractor tests a system or release under specified conditions, observe, and document the results. The Contractor conducts validation testing on the complete, integrated system to evaluate the system's compliance with its specified requirements.
- **Implementation** - The Implementation Phase includes assisting in the installation of the system in the CMS production environment and helping to switch over to operations and maintenance.

The contract schedule template contains two schedule sections: Project Management and Training in addition to the CMS SDLC phases. These sections correspond to sections C.2 and C.7 in the CMS SDLC Statement of Work. Both sections should always be structured at WBS level 1.

- **Project Management** - The Contractor performs all project management including technical and business management functions, in order to plan, implement, track, report, and deliver the required system. The Contractor provides, implements and maintains an integrated project management approach that combines the technical plans, schedule plans and the plans to meet cost objectives.
- **Training** - The Contractor develops operator and user training materials and conducts training. If the Contractor utilizes releases, then training shall be conducted for each release.

The Contractor shall develop, to the extent feasible, the contract schedule in the same phase and section order, and at WBS level 1, as exhibited in the template sample.

The template also contains recommended tasks at the WBS Level 2. These tasks correspond to the required deliverables and reviews for each phase and summary section as described in the CMS SDLC Statement of Work. CMS defines a task as a well-defined component of project work and/or a discrete encapsulated activity. There are usually multiple tasks for a summary task.

Included in the template are recommended milestones which correspond to major decision points within the CMS Integrated IT Investment Management Process. CMS defines a milestone as an event of zero duration and requiring no resources. Milestones are used to indicate the progress of a project and signify acceptance/approval of major decision points (or key events) such as mandatory reviews. A Milestone may also be an identifiable point in a project that represents a completion of a major deliverable or completion of an important set of tasks/activities.

CONTRACT SCHEDULE GENERAL INFORMATION

The contractor shall include and update monthly the following information in the contract schedule:

- **Report Period Ending Date** – This field will be updated monthly and should identify the last day of the period the contract schedule covers.
- **Contractor Information** – This section contains the Contractor's Name, Address, Project Manager, and Phone Number. This information should be updated whenever it changes.

CCMS WORK BREAKDOWN STRUCTURE LEVELS

The contract schedule shall be structured to describe the total product and work to be done to satisfy a specific contract. The contract work breakdown structure (CWBS) shall reflect the statement of work and define the level of reporting to be provided to CMS.

The Work Breakdown Structure (WBS), used as the basis for the contract schedule, shall correspond to the CWBS.

CMS defines a WBS a hierarchically-structured grouping of project elements that organizes and defines the total scope of the project. Each descending WBS level is an increasingly detailed definition of a project component. A project component may be either a product or a task.

CMS' top three levels of a full WBS represent the formal cost and schedule reporting levels for a contract:

- WBS Level 1 – consists of a CMS phase or section as identified in the project's statement of work.
- WBS Level 2 – consists of tasks/activities directly in support of WBS Level 1 summary tasks.
- WBS Level 3 – consists of tasks/activities directly in support of WBS Level 2 summary tasks.

The contract schedule template provides mandatory WBS level 1 summary tasks and recommended WBS level 2 tasks or activities. However, CMS does not limit the number of WBS levels to be created as the basis for the contract schedule.

TAILORING OPTIONS FOR CONTRACT SCHEDULE TEMPLATE

The contract schedule template represents a "full blown" example of a complex project that includes all phases of the CMS system development life cycle as described in the project's statement of work. Not all contract schedules will cover the entire SDLC. Many contract schedules will require more or less WBS level 2+ tasks depending on the project's scope. Contractors may prefer to add unique fields (Microsoft Project columns) than are required by the template.

The contract schedule template can be tailored to meet the above scenarios, however, listed below are the schedule elements that must remain unchanged and maintained:

- All columns containing the detailed task information (as described above).
- Column order
- WBS Levels (as defined above)
- Project Summary Task shall always be at WBS level 0.
- CMS SDLC Phase & Section Names as defined in the SOW
- Gantt Chart Format (may be added to but not deducted from)
- All CMS pre-defined fields and data elements
- Baselined tasks, fields, hours and data elements
- Actual Start Dates
- Tasks, fields and data elements containing actual hours
- Recommended milestones as required by the project's statement of work

The following contract schedule elements must be updated for each reporting period:

- Actual Finish Dates
- Projected Finish Dates
- Durations
- Percentage Complete

The following are allowable options for tailoring the contract schedule template to fit a specific project:

- Changing the Project Summary WBS Level 0 task name
- Changing recommended task names at the WBS Levels 2+
- Adding new tasks at the WBS Levels 2+ with baseline data
- Deleting recommended tasks at the WBS Levels 2+ before schedule baseline
- Re-ordering of recommended and new tasks at the WBS Level 2+ provided that this does not change the summary task association that would impact the WBS
- Adding new milestones
- Adding new columns.

CONTRACT SCHEDULE PROCESS

Below please find the process for preparing, submitting, baselining and updating the contract project schedule.

Step 1 – Contractor receives the Contract Schedule Template instructions and sample as part of the project’s statement of work and/or request for proposal.

Step 2 – Contractor creates the proposed contract schedule based upon any GFI and the contract schedule template. Contractor submits the schedule as part of proposal.

Step 3 – At contract award, CMS will provide a “soft” copy of the contract schedule template. This template will include all CMS pre-defined contract schedule information as it pertains to the contract and/or project.

Step 4 – Contractor creates the initial contract schedule using the “soft” copy version of the contract schedule template.

Step 5 – Contractor electronically delivers the initial contract schedule to CMS according to the delivery schedule defined in the statement of work.

Step 6 – CMS reviews and approves the contract schedule as part of the Integrated Baseline Review (IBR).

Step 7 – Contractor baselines the contract schedule following CMS approval from the IBR.

Step 8 – Contractor updates the contract schedule on a pre-determined time period (usually monthly). Contractor will include all updated work performed, actual start and finish dates (if not already baselined), updated durations and percentage of work completed per task.

Step 9 – Contractor electronically delivers updated contract schedule to CMS.

Step 10 – CMS reviews, analyzes and approves the contract schedule.

Attachment J-13

APPENDIX J.13 – CMS DATA USE AGREEMENT

INSTRUCTIONS FOR COMPLETING THE DATA USE AGREEMENT (DUA)

(AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) DATA CONTAINING INDIVIDUAL IDENTIFIERS)

This agreement must be executed prior to the release of data from CMS' Systems of Records to ensure that the disclosure will comply with the requirements of the Privacy Act, the Privacy Rule and CMS data release policies. It must be completed prior to the release of specified data files containing protected health information and individual identifiers.

Directions for the completion of the agreement follow:

DO NOT ALTER the language contained in this agreement.

- o **First paragraph, enter the Requestor's Organization Name.**
- o **Item #1, enter the Requestor's Organization Name.**
- o **Item #4, enter the Custodian Name, Company/Organization, Address, Phone Number (including area code), and E-Mail Address (if applicable). The Custodian of files is defined as that person who will have actual possession of and responsibility for the data files. This section should be completed even if the Custodian and Requestor are the same.**
- o **Item #5 will be completed by a CMS representative.**
- o **Item #6 enter the Study and or Project Name and CMS contract number if applicable for which the file(s) will be used.**
- o **Item #7 should delineate the files and years the Requestor is requesting. Specific file names should be completed. If these are unknown, you may contact a CMS representative to obtain the correct names.**
- o **Item #8, complete by entering the Study/Project's anticipated date of completion.**
- o **Item #15 will be completed by CMS.**
- o **Item #19 is to be completed by Requestor.**
- o **Item #20 is to be completed by Custodian.**
- o **Item #21 will be completed by a CMS representative.**
- o **Item #22 should be completed if your study is funded by one or more other Federal Agencies. The Federal Agency name (other than CMS) should be entered in the blank. The Federal Project Officer should complete and sign the remaining portions of this section. If this does not apply, leave blank.**
- o **Items #23a AND b will be completed by a CMS representative.**

Once the DUA is received and reviewed for privacy and policy issues, a completed and signed copy will be sent to the Requestor for their files.

DUA #

DATA USE AGREEMENT

AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) DATA CONTAINING INDIVIDUAL-SPECIFIC INFORMATION

In order to secure data that reside in a CMS Privacy Act System of Records; in order to ensure the integrity, security, and confidentiality of information maintained by the CMS; and to permit appropriate disclosure and use of such data as permitted by law, CMS and _____ enter into this agreement to comply with the following specific paragraphs. (Requestor)

1. This Agreement is by and between the Centers for Medicare & Medicaid Services (CMS), a component of the U.S. Department of Health and Human Services (HHS), and _____, hereinafter termed "User."
(Requestor)
2. This Agreement addresses the conditions under which CMS will disclose and the User will obtain, use, reuse and disclose the CMS data file(s) specified in item 7 and/or any derivative file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in item 7 and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any grant award or other prior communication from the Department of Health and Human Services or any of its components with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the CMS point-of-contact specified in section 5 or the CMS signatory to this Agreement shown in item 23.
3. The parties mutually agree that CMS retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by CMS.
4. The parties mutually agree that the following named individual is designated as Custodian of the file(s) on behalf of the User and will be the person responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify CMS within fifteen (15) days of any change of custodianship. The parties mutually agree that CMS may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

(Name of Custodian)

(Company/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone No. - Including Area Code)

(E-Mail Address, If Applicable)

5. The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of CMS.

(Name of Contact)

(Title/Component)

(Street Address)

(Mail Stop)

(City/State/ZIP Code)

(Phone No. - Including Area Code)

(E-Mail Address, If Applicable)

6. The User represents, and in furnishing the data file(s) specified in item 7 CMS relies upon such representation, that such data file(s) will be used solely for the following purpose(s).

Name of Study/Project: _____

CMS Contract No. (if applicable): _____

The User represents further that the facts and statements made in any study or research protocol or project plan submitted to CMS for each purpose are complete and accurate. Further, the User represents that said study protocol(s) or project plans, that have been approved by CMS or other appropriate entity as CMS may determine, represent the total use(s) to which the data file(s) specified in section 7 will be put.

The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in an Attachment to this Agreement or except as CMS shall authorize in writing or as otherwise required by law, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., individual's access to the data will be on a need-to-know basis).

7. The following CMS data file(s) is/are covered under this Agreement.

| File | Year(s) |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

8. The parties mutually agree that the aforesaid file(s) (and/or any derivative file(s)) including those files that directly identify individuals and those that can be used in concert with other information to identify individuals may be retained by the User until _____, hereinafter known as the "Retention Date." The User agrees to notify CMS within 30 days of the completion of the purpose specified in item 6 if the purpose is completed before the aforementioned retention date. Upon such notice or retention date, whichever occurs sooner, CMS will notify the User either to return all data files to CMS at the User's expense or to destroy such data. If CMS elects to have the User destroy the data, the User agrees to destroy and send written certification of the destruction of the files to CMS within 30 days of receiving CMS's instruction. If CMS elects to have the data returned, the User agrees to return all files and any derivative files to CMS within 30 days of receiving notice to that effect. The User agrees not to retain CMS files or any parts thereof,

after the aforementioned file(s) are returned or destroyed unless the appropriate Systems Manager or the person designated in item number 23 of this Agreement grants written authorization. The User acknowledges that the date is not contingent upon action by CMS, and the User agrees to assume the duty to ask CMS for instructions under this paragraph if instructions are not received within after 30 days of the retention date's passing.

The Agreement may be terminated by either party at any time for any reason upon 30 days written notice. Upon notice of termination by User, CMS will cease releasing data from the file(s) to the User under this Agreement and will notify the User to either return all data files to CMS at the User's expense or destroy such data file(s), using the same procedures stated in the preceding paragraph. Sections 3, 6, 8, 11, 12, 13, 14, 16, 17 and 18 shall survive termination of this Agreement.

9. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III--Security of Federal Automated Information Systems (<http://www.whitehouse.gov/omb/circulars/a130/a130.html>), which sets forth guidelines for security plans for automated information systems in Federal agencies. The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the file(s) specified in item 7 is prohibited. Further, the User agrees that the data must not be physically moved, transmitted or disclosed in any way from or by the site indicated in item 4 without written approval from CMS unless such movement, transmission or disclosure is required by a law.

10. The User agrees to grant access to the data to the authorized representatives of CMS or DHHS Office of the Inspector General at the site indicated in item 4 for the purpose of inspecting to confirm compliance with the terms of this agreement.

11. The User agrees not to disclose direct findings, listings, or information derived from the file(s) specified in item 7, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity unless it obtains written authorization to do so from the appropriate System Manager or the person designated in item 23 of this Agreement. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death. The User agrees further that CMS shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from CMS's files identifies or could, with reasonable effort, be used to identify an individual.

12. The User agrees that, absent express written authorization from the appropriate System Manager or the person designated in item 23 of this Agreement to do so, the User shall not attempt to link records included in the file(s) specified in item 7 to any other individually

identifiable source of information. This includes attempts to link to the data to other CMS data file(s). A protocol that includes the linkage of specific files that has been approved in

accordance with item 6 constitutes express authorization from CMS to link files as described in the protocol.

13. The User agrees to submit to CMS a copy of all findings within 30 days of making such findings. The parties mutually agree that the User has made findings with respect to the data covered by this Agreement when the User prepares any report other writing for submission to another party (including but not limited to any manuscript to be submitted for publication) concerning any purpose specified in item 6 (regardless of whether the report or other writing expressly refers to such purpose, to CMS, or to the files specified in item 7 or any data derived from such files). The User agrees not to submit such findings to any other party until CMS finds that the findings do not breach the confidentiality of CMS' data by allowing for the identification of the data's subject individuals. CMS agrees to make determination about approval and to notify the user within 4 to 6 weeks after receipt of findings. CMS may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries. The User agrees further to submit its findings to the National Technical Information Service (NTIS, 5285 Port Royal Road, Springfield, Virginia 22161) within 30 days of receiving notice from CMS to do so.

14. The User understands and agrees that they may not reuse original or derivative data file(s) without prior written approval from the appropriate System Manager or the person designated in item 22 of this Agreement.

15. The parties mutually agree that the following specified Attachments are part of this Agreement:

16. The User agrees that in the event CMS determines or has a reasonable belief that the User has made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written authorization from the appropriate System Manager or the person designated in item 23 of this Agreement, CMS, at its sole discretion, may require the User to: (a) promptly investigate and report to CMS the User's determinations regarding any alleged or actual unauthorized use, reuse or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by CMS, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by CMS, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by CMS, return data files to CMS or destroy the data files it received from CMS under this agreement. The User understands that as a result of CMS's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, CMS may refuse to release further CMS data to the User for a period of time to be determined by CMS.

17. The User hereby acknowledges that criminal penalties under §1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), including a fine not exceeding \$10,000 or imprisonment not exceeding 5 years, or both, may apply to disclosures of information that are covered by § 1106

and that are not authorized by regulation or by Federal law. The User further acknowledges that criminal penalties

under the Privacy Act (5 U.S.C. § 552a(i) (3)) may apply if it is determined that the Requestor or Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses. Any person found to have violated sec. (i)(3) of the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000. Finally, the User acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s), or received the file(s) knowing that they were stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than ten years, or both; but if the value of such property does not exceed the sum of \$1,000, they shall be fined under Title 18 or imprisoned not more than one year, or both.

18. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of potential criminal or administrative penalties for violation of the terms of the Agreement.

19. On behalf of the User the undersigned individual hereby attests that he or she is authorized to legally bind the User to the terms this Agreement and agrees to all the terms specified herein.

(Name and Title of Individual - Typed or Printed)

(Company/Organization)

(Street Address)

(City/State/ZIP Code)

(Phone No. - Including Area Code)

(E-Mail Address)

(Signature)

20. The Custodian, as named in paragraph 4, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees to comply with all of the provisions of this Agreement on behalf of the User.

(Typed or Printed Name and Title of Custodian of File(s))

(Signature)

(Date)

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21. The disclosure provision(s) that allows the discretionary release of CMS data for the purpose(s) stated in paragraph 6 follow(s). (To be completed by CMS staff.) _____

22. On behalf of _____ the undersigned individual hereby acknowledges that the aforesaid Federal agency sponsors or otherwise supports the User's request for and use of CMS data, agrees to support CMS in ensuring that the User maintains and uses CMS's data in accordance with the terms of this Agreement, and agrees further to make no statement to the User concerning the interpretation of the terms of this Agreement and to refer all question of such interpretation or compliance with the terms of this Agreement to the CMS official named in item number 23 (or to his or her successor).

(Typed or Printed Name)

(Title of Federal Representative)

(Signature)

(Date)

(Phone No. - Including Area Code)

(E-Mail Address, If Applicable)

23. On behalf of CMS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

a.

(Typed or Printed Name and Title of CMS Representative)

(Signature)

(Date)

b.

Concur/Nonconcur _____ Date: _____
(Signature of CMS System Manager or Business Owner) _____ (System Name)
Concur/Nonconcur _____ Date: _____
(Signature of CMS System Manager or Business Owner) _____ (System Name)
Concur/Nonconcur _____ Date: _____
(Signature of CMS System Manager or Business Owner) _____ (System Name)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0734. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of

the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, N2-14-26, Baltimore, Maryland 21244-1850 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Addendum to DUA

Addendum to DUA for _____ . If this is an addendum to a previously approved DUA, insert the CMS assigned DUA number here: _____. The following individual(s) may/will have access to CMS data that is being requested for this agreement. Their signatures attest to their agreement to the terms of this Data Use Agreement:

| | |
|--|--|
| (Name and Title of Individual – Typed or Printed) | (Name and Title of Individual – Typed or Printed) |
| (Task / Role of this individual in this project) | (Task / Role of this individual in this project) |
| (Company / Organization) | (Company / Organization) |
| (Street Address) | (Street Address) |
| (City / State / Zip Code) | (City / State / Zip Code) |
| (Phone No. – Including Area Code and E-mail Address, If Applicable) | (Phone No. – Including Area Code and E-mail Address, If Applicable) |
| (Signature) (Date) | (Signature) (Date) |
| (Name and Title of Individual – Typed or Printed) | (Name and Title of Individual – Typed or Printed) |
| (Task / Role of this individual in this project) | (Task / Role of this individual in this project) |
| (Company / Organization) | (Company / Organization) |
| (Street Address) | (Street Address) |
| (City / State / Zip Code) | (City / State / Zip Code) |
| (Phone No. – Including Area Code and E-mail Address, If Applicable) | (Phone No. – Including Area Code and E-mail Address, If Applicable) |
| (Signature) (Date) | (Signature) (Date) |