

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 48
2. CONTRACT (Proc. Inst. Ident.) NO. HHSM-500-2006-00055C		3. EFFECTIVE DATE 09/29/2006	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 765-6-650104	
5. ISSUED BY CMS, OAGM, AGG, DBSC 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850	CODE DBSC	6. ADMINISTERED BY (if other than Item 5) JAIME GALVEZ CONTRACT SPECIALIST (410) 786-5701		CODE AGG/JEG

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  Penn, Good & Associates, L.L.P. 1730 Rhode Island Avenue Suite 600 Washington DC 20036-3116  Attn: Garrick Good		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 2024641430 FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT  Net 30
11. SHIP TO/MARK FOR Not Applicable		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN <input checked="" type="checkbox"/> ITEM
12. PAYMENT WILL BE MADE BY DHHS, CMS, OFM, FSG Div. of Financial Operations, P.O. Box 7520 Baltimore MD 21207-0520		12. PAYMENT WILL BE MADE BY CODE ACCT

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		14. ACCOUNTING AND APPROPRIATION DATA 7560511, 65936501, 252z	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
Continued		15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT			\$975,929.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	44
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	48
X	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	11		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	12		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	17		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	29				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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 type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RFP-CMS-2006-8A-0016 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 condition 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)  BY Garrick R. Good (Signature of person authorized to sign)		20A. NAME OF CONTRACTING OFFICER JUANITA P. WILSON	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
19C. DATE SIGNED 9/29/06		20C. DATE SIGNED SEP 29 2006	

**CONTINUATION SHEET**

REFERENCE OF DOCUMENT BEING CONTINUED  
 HHSM-500-2006-00055C

PAGE OF  
 2 48

NAME OF OFFEROR OR CONTRACTOR

Penn, Good & Associates, L.L.P.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Tax ID Number: 20-0261120 DUNS Number: (b)(4) Delivery: 09/28/2007 FOB: Destination Period of Performance: 09/29/2006 to 09/28/2007  PennGood Award Obligated Amount: \$975,929.00  Total amount of award: \$975,929.00. The obligation for this award is shown in box 15G.				975,929.00

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 Brief Description of Services**

The purpose of this contract is to obtain technical professional services for the development, execution, and assessment of an integrated multi-media and education campaign that targets the African-American cohort as part of a larger national campaign to promote the use of Medicare benefits, with a particular emphasis on preventive services. The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and their caregivers and those "coming of age" (62-64) into the Medicare program. In addition to activities addressing the Medicare population, support will also be needed for the Medicaid and SCHIP populations.

**B.2 Type of Contract (CPFF)**

This is a Cost-Plus-Fixed-Fee Contract.

**B.3 Estimated Cost and Fixed Fee**

The estimated cost for the base year of this contract is (b)(4) The fixed fee is (b)(4) The total estimated cost plus fixed fee is \$975,929.00.

	Base Year	Option Year 1	Option Year 2
Estimated Cost	(b)(4)		
Fixed Fee			
Total CPFF	\$975,929.00	\$999,992.00	\$999,992.00

The fixed fee shall be paid in installments based on the percentage of completion of work, and subject to the clauses "Allowable Cost and Payment and Fixed Fee" (FAR 52.216-7 and FAR 52.216-8).

**B.4 COMPLETION FORM COST-PLUS-FIXED-FEE (CPFF)**

Pursuant to FAR 16.306 (d)(1), the completion form of order describes the scope of work by stating a definite goal or target and specifying an end product. A completion form of CPFF contract order normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

**B.5 WITHHOLDING OF FEE**

In accordance with FAR 52.216-8, entitled "FIXED FEE:"

a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

b) Payment of the fixed fee shall be made as specified in the Schedule, provided that after payment of 85% of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% of the total fixed fee or \$100,000, whichever is less.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1. Scope and Purpose.**

The purpose of this contract is to obtain technical professional services for the development, execution, and assessment of an integrated multi-media and education campaign that targets the African-American cohort as part of a larger national campaign to promote the use of Medicare benefits, with a particular emphasis on preventive services. The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and their caregivers and those "coming of age" (62-64) into the Medicare program.

In addition to activities addressing the Medicare population, support will also be needed for the Medicaid and SCHIP populations.

The consumer response sought is to get African Americans with Medicare, their caregivers, and those coming of age to:

- Be aware of the various information channels available to people with Medicare including: 1-800-MEDICARE, [www.medicare.gov](http://www.medicare.gov), the Medicare & You 2007 handbook, and the State Health Insurance Assistance Program (SHIPs)
- Understand the types of information they can get from the resources including basic Medicare information, preventive benefits information, plan information, and the availability to enroll in a plan
- Utilize the Medicare-covered preventive services, enroll in a Medicare Health Plan, Medicare Advantage Plan or Medicare prescription drug plan and/or change their current enrollment in the plans if it's the right decision for them.

The campaign shall convey that our information resources provide accurate, reliable, understandable, and relevant consumer information to help people make informed decisions about their health care coverage.

The campaign will lead Medicare consumers to Medicare information channels and partners to obtain accurate and reliable information about the new benefits and to answer their Medicare questions.

The campaign will also help to raise awareness about the individual's active role in making healthcare choices and educate African American Medicare beneficiaries, caregivers and those coming of age about Medicare's preventive benefits, the open enrollment period and the need to make a decision about their health and prescription drug coverage. This should result in an increase in utilization of the Medicare-covered preventive services, enrollments in Medicare prescription drug plans and/or Medicare Advantage Plans.

This contract will use an integrated multi-media approach to successfully communicate this information to target audiences within the African-American community in creative, meaningful ways (including non-traditional approaches to best meet the audience needs) that will have the greatest reach and effect with the target population for the campaign. Multimedia will include both paid advertising and earned media support.

It is especially important that work accomplished under this contract to target the African-American audience be coordinated with and integrated into

the larger national campaign effort. Companion General Market and Spanish-Language campaigns will also be conducted with similar emphasis during the period of performance.

Target audiences:

- African Americans with Medicare
- African Americans who will "age in" to the Medicare program
- People who care for or know someone with Medicare including family and friends
- Key influencers in the African-American community, community partners and providers of health care that service the African-American community including but not limited to community organizations (civic, civil rights, community action, fraternal, etc.), faith based organizations, Local, State and Federal Government Organizations (e.g. U.S. Conference of Black Mayors, National Black Caucus of State Legislators, Congressional Black Caucus, etc.), Historically Black Colleges & Universities, the State Health Insurance & Assistance Program (SHIPs), other government agencies, etc.

**C.2. Background.**

As the health care industry has evolved, reliance on the partnering activities has grown substantially. Partners have emerged as a critical component of CMS's communication and information effort and are key to providing information about the changes taking place as a result of the Medicare Modernization Act. CMS relies on partners to play a large and significant role in beneficiary and caregiver outreach and education. Local partners provide personalized counseling regarding a Medicare beneficiary's health insurance options and for information on preventive services offered by Medicare. By increasing the ease of communications to and among partners, CMS can enhance the flow of accurate and consistent information to Medicare beneficiaries.

**C.2.1. Definitions.**

- o *Medicare Information Channels:* 1-800-MEDICARE, [www.medicare.gov](http://www.medicare.gov), the *Medicare & You* handbook, the State Health Insurance Assistance Program, and regional and partnership outreach.
- o *Medicare Beneficiaries:* People who currently receive Medicare services including those who are disabled and those who are 65 or older.
- o *Caregivers:* People who help or support beneficiaries making Medicare decisions.
- o *Coming of Agers:* People 62-64 who will "age in" to the Medicare program at age 65.
- o *Open Enrollment Period:* The period of time each year between November 15 and December 31 where people with Medicare can enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.
- o *Medicare Advantage Plans:* A plan offered by a private company that contracts with Medicare to provide people with Medicare with all their Medicare Part A and Part B benefits. Medicare Advantage Plans are HMOs, PPOs, Private Fee-for-Services Plans, or Medicare Medical Savings Account Plans. If enrolled in a Medicare Advantage Plan, Medicare services are covered through the plans, and are not paid for under Original Medicare.

- o *Medicare Health Plan*: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).
- o *Medicare Prescription Drug Plan*: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.
- o *Multi-Media Campaign*: The coordinated effort to raise awareness of Medicare's coverage and benefits. Specific products may include but are not limited to the development, production, and placement of paid advertisements for television, radio, print, and web media as recommended in campaign planning as well as earned media materials and other tactics on a national, regional or local level to further promote campaign messages and meet the needs of specific target audiences.

**C.2.2. Audience Characteristics:**

- o Many African Americans with Medicare are hard to reach due to social, economic, geographic, cultural and/or literacy barriers.
- o African Americans who experience these barriers find it difficult to access and utilize Medicare and health-related information and to navigate the Medicare and related programs effectively.
- o The majority of people with Medicare are passive or reactive health care information seekers/decision makers.
- o The Medicare public is relatively unaware of the Medicare information resources.
- o People with Medicare think of Medicare as an insurer/claims processor vs. a provider of Medicare information.
- o Strong name recognition of Medicare and a legacy of trust among people with Medicare.
- o People with Medicare know relatively little about Medicare plan options, benefits, and supplemental insurance.
- o People with Medicare like person-to-person contact such as through 1-800-MEDICARE or through certain options on [www.medicare.gov](http://www.medicare.gov).

**C.3. Requirements.**

The contractor shall furnish all necessary services, qualified personnel, materials, equipment and facilities, not otherwise provided by CMS, as needed to perform the requirements of this contract.

With CMS input and approval, the contractor shall plan, develop, and execute a national integrated African-American multi-media education campaign that promotes and educates people about the use of Medicare benefits, including Medicare-covered preventive services. The primary focus of the task will be creative development, earned media/local implementation, media planning and placement and other tactics to effectively reach the African-American audience. Throughout the entire task, CMS and DHHS shall provide input and approve all stages of development and review of the media plans. The contractor shall build upon strategies that inform the overall national campaign. As such, the contractor will be required to meet regularly with a team of other contractors and subcontractors as well as CMS staff.

Specifically, the contractor shall deliver the following:

**C.3.1. Campaign Advertising Plan.**

Develop a workplan to best reach the African-American audience in the most efficient manner, considering cultural appropriateness, need, media saturation, and message saturation by audience and cost. The workplan should include timeline, critical dependencies and key decision points for deploying updated messaging for the targeted campaign using the industry best practices and building off lessons learned from previous CMS outreach efforts. Elements of the campaign plan may include but are not limited to overall strategy, partnership outreach including reaching and working with faith-based organizations, creative development, earned and paid media plan, and evaluation strategies. The media plan should include ad placement, purchase of all approved media as well as advertising creative development and production of other materials that target the African-American audience. A budget shall be included.

**C.3.2. Creative Development/Production**

Develop ads for media such as television\*, print, radio and Internet that are culturally competent and have universal appeal to all African-American audiences, including low-income/low-literacy beneficiaries. (\*Television may not be included in initial phases depending on budgetary restrictions)

The media strategy should include various media outlets within key African-American markets throughout the continental United States. The overall plan will consider and recommend the most effective approach to reach our audiences through various earned media tactics and potential paid mediums including television, print, radio the Internet and Develop a recommended earned media strategy for CMS input and approval that will leverage paid advertising, media outreach, partnerships, especially faith-based, etc. to promote and reinforce key messages like awareness and enrollment using the many channels and points of contact within CMS as it ties into the first year of MMA implementation. Negotiate usage rights for developed materials. Procure the proper ad usage rights for placement during the advertising. Consideration of efficiencies of purchase and future use should be included in the negotiation options provided to CMS for approval.

All creative materials, graphics and text shall be carefully coordinated with and approved by CMS and DHHS. Materials must include the DHHS logo and where relevant, ads should also include other appropriate logos (e.g., The Medicare Rx logo). Materials should have a theme that continues to build on the Medicare brand including "look and feel" of materials to provide consistency and build awareness.

**C.3.3. Media Purchase and Placement.**

Develop and implement a comprehensive, integrated multi-media strategy that takes into account the diverse African-American culture groups and people with lower incomes. The media strategy should include various media outlets within key African-American markets throughout the United States. The plan will consider and recommend the most effective approach to reach our audiences through different mediums,

including television, print, radio and the Internet.

The media buy should seek out efficiencies to help expand its reach and effectiveness. The contractor shall conduct all ad placements and develop a recommended strategy for CMS input and approval that will support paid media advertising using earned media, partnerships, etc. to promote and reinforce key messages using the many channels and points of contact within CMS.

**C.3.4. Consultation.**

Throughout the campaign, the contractor shall make available to the CMS planning team and leadership the services of a consultant who has particular expertise in developing messaging for the African-American population. This consultant shall have established rapport with national leaders of the African-American community.

**C.3.5. Assessment.**

Provide reports/information on the use of earned and paid media by media outlets.

**C.4. Project Deliverables.**

CMS requires technical professional services for the development, implementation, operation and management of a national African-American multi-media campaign. The Contractor shall provide a wide variety of planning, coordination, strategy development, oversight and implementation in defining and carrying out this task, See Section F.3 - DELIVERY SCHEDULE for details.

**SECTION D - PACKAGING AND MARKING**

**D.1 Packaging, Marking and Shipping**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 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/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	Inspection of Services - Cost-Reimbursement.	APR 1984
52.246-11	Higher-Level Contract Quality Requirement.	FEB 1999

**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 is a duly authorized representative of the Government and is 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.

**E.3 APPROVALS BY THE PROJECT OFFICER**

All items to be delivered to the Project Officer will be deemed to have been approved sixty (60) calendar days after date of delivery, except as otherwise specified in the contract, if written approval or disapproval has not been given within such period. The project Officer's approval or revision to the items submitted shall be within the general scope of work stated in this contract.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 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/these address(es):

www.arnet.gov/far/

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order. (AUG 1989) - Alternate I	APR 1984
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination.	NOV 1991
52.247-55	F.o.b. Point for Delivery of Govt.-Furnished Prop	JUN 2003

**F.2 PERIOD OF PERFORMANCE (Base with Options)**

The work and services required hereunder shall be completed/delivered as follows:

The Base Performance Period shall be 9/29/2006 through 9/28/2007. Performance beyond the base period of the contract may be authorized by the Government's right to unilaterally exercise the following option periods:

Option Period 1: 9/29/2007 through 9/28/2008

Option Period 2: 9/29/2008 through 9/28/2009

NOTE: The option periods delineated above are subject to the option clause in Section I of this contract.

**F.3 DELIVERY SCHEDULE**

a. The supplies/services to be furnished under this contract shall be delivered in accordance with the following schedule:

<b>Deliverable Summary</b>	<b>Date</b>
1. Project Management Plan	30 calendar days from contract award
2. Monthly Progress, status, and Project Report	On the 15th day of each month following the first full month of performance.
3. Campaign Advertising Plan	September 29, 2006; revised as directed by Project Officer.
4. Creative Development, Production, and Finalized Ads	in accordance with approved Plan
5. Media Placement Plan & Purchase	in accordance with approved Plan
6. Consultation	upon award of contract
7. Media Recap Reports	in accordance with approved Plan
8. Comprehensive Project Completion Report with Recommendations for Next Steps	September 29, 2007

<b>Deliverable Summary</b>	<b>Date</b>
9. Final Ads to be supplied to CMS for Archival Purposes	September 22, 2007
10. Regular Meetings with CMS staff and other contractors/sub contractors in Baltimore & D.C. both in person and via teleconference	On Going

1. Project Management Plan:

The Contractor shall provide to the Government Task Leader (GTL) a Project Management Plan, which includes the critical path, decision points and dependencies, and risk identification/mitigation plan. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project.

2. Monthly Status, Expenditure and Progress Reports:

The Contractor shall provide to the GTL, monthly, a written status report detailing money spent or obligated to date; correlate money spent/obligated to work completed; expected expenditures over the 30 days following each monthly report to match activities/media buys and other pertinent information to be specified by the GTL as the project evolves. Expenditure report shall include estimates for all costs associated with the campaign including labor, creative, development, research, media buy, etc.

The Contractor shall provide to the GTL and the Contracting Officer an updated monthly report for each project conducted under the contract. Information shall include, but not be limited to:

- o Project milestones
- o Deliverables due
- o Deliverables submitted and dates completed
- o Key staff responsible
- o Difficulties encountered or anticipated during the reporting period, remedial action taken and a statement of activity anticipated during the subsequent reporting period
- o Any proposed changes of key personnel concerned with the contract effort
- o A financial graph for each task order which addresses costs incurred to date versus budget costs

3. Campaign Advertising Plan:

The contractor shall provide a plan that articulates the various communications and actions that they will take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaigns. The plan shall include a creative brief for new communications materials to ensure that there is a mutual understanding of advertising goals by all parties involved. Elements of the campaign plan may include but are not limited to overall strategy, paid media plan, earned media plan, creative development, and evaluation strategies. The media plan should include ad placement, purchase of all approved media as well as advertising creative development and production of other materials that target the African-American audience. A budget shall be included.

4. Creative Development, Production and Finalized Ads:

The contractor shall provide ad concepts and finalized ads for television, print, radio and Internet media in size/formats to be determined. Usage rights for each creative piece must also be included for current and future use by CMS.

All materials must be culturally competent and have universal appeal to all African-American audiences including disabled beneficiaries, low-income/low-literacy and hard-to-reach populations. Materials must include the DHHS logo and where relevant, ads should also include other appropriate logos (e.g., The Medicare Rx logo). Materials should have a theme that continues to build on the Medicare brand including "look and feel" of materials to provide consistency and build awareness.

Based upon final advertising plan and media plan, creative may consist of:

- o Print: newspaper, magazine
- o Television: local, national, syndicated
- o Radio: local, national, syndicated
- o Internet Media/Web: banner ads, micro sites as appropriate, to be determined

5. Media Placement Plan and Purchase:

The plan shall include national and local media placements/buys with cost, TRPs, time, date, media outlet, media impressions/circulation, length/size as appropriate.

6. Consultation:

The Contractor shall arrange for the services of a consultant to be available to the CMS planning team and leadership to help integrate the outreach strategy for the African-American audience into the overall campaign. The selection of this consultant is subject to the concurrence of the GTL for this task leader and shall be an individual who has particular expertise in developing messaging for the African-American population and who has established rapport with national leaders of the African-American community.

7. Media Recap Reports:

The Contractor shall provide recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, equivalent cost on a running basis throughout the media placement and earned media implementation.

8. Comprehensive Project Completion Report with Recommendations for Next Steps:

The Contractor shall provide to the GTL a comprehensive project completion report that shall include "lessons learned" and recommendations for future campaigns. The report shall include recommendations for additional placements and exposure to extend the impact of the advertising for the African-American audience.

9. Final Ads to be supplied to CMS for Archival Purposes:

The contractor shall furnish all necessary services, qualified personnel, materials, equipment and facilities, not otherwise provided by CMS, as needed to perform the requirements of this Statement of Work (SOW).

In addition, The Department of Health and Human Services will be prominently and dominantly identified as the source, and will include placement of the HHS logo more prominently and more dominantly, in every respect to any other graphic identifier. All text in the logo must be clearly legible.

Appropriate DHHS clearances and approvals shall be obtained by CMS prior to contractor(s) publicly disseminating any audiovisual or print products produced under this Contract.

The Contractor shall provide to the GTL all finalized creative materials, including supporting paperwork regarding usage rights and contacts for renewing usage rights. Materials files include:

- o Print: Native graphic files and all supporting high-resolution artwork and fonts. Files must be Macintosh platform in Quark XPress, Adobe Photoshop, and Adobe Illustrator.
- o TV and Radio: Master files of filming/recording in format acceptable for future media placement.
- o Internet Media/Web: Finalized files for posting on the web in format acceptable for future media placement.

10. Regular Meetings with CMS:

The contractor will be required to meet face-to-face with CMS staff in both D.C. and Baltimore throughout the course of the contract on an as-needed-basis and regularly on a schedule to be defined in the project plan. The contractor shall participate in weekly status meetings with CMS to report progress on all deliverables, tasks, and risk mitigation issues.

b. Distribution - All deliverables shall be addressed and delivered to the Project Officer (unless otherwise indicated) at the following address:

Centers for Medicare & Medicaid Services (CMS)  
Attn: Sonia Braithwaite, Mail Stop S1-20-21  
7500 Security Boulevard  
Baltimore, MD 21244

In addition, a copy of the transmittal letter for all the deliverables shall be forwarded to the Contracting Officer at the following address:

Centers for Medicare & Medicaid Services (CMS)  
Attn: Juanita P. Wilson, Mail Stop C2-21-15  
7500 Security Boulevard  
Baltimore, MD 21244

**F.4 Time and Place of Deliveries**

(a) The deliverables to be furnished must be delivered in accordance with the delivery schedule stated above.

(b) Satisfactory performance under this contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, in accordance with the delivery schedule stated above.

**F.5 NOTIFICATION OF LATE DELIVERIES**

In the event the Contractor anticipates difficulty in complying with the agreed upon performance period in each task order, the Contractor must immediately notify the Contracting Officer in writing giving all pertinent information, to include the date by which the Contractor expects to complete performance. However, this notification must be informational only in character and the receipt thereof must not be construed as a waiver by the Government of any delivery schedule, or as precluding any rights or remedies provided by law or otherwise under this contract.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 Payment, Selected Items of Cost Reimbursement Contracts.**

1. Travel Costs (Including Foreign Travel)

The Contractor shall be reimbursed for travel costs in accordance with FAR 31.205-46.

2. Per Diem

Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where overnight stay is necessary and authorized by the Contracting Officer for performance under this contract. Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. See FAR 31.205-46(2).

3. Cost of Materials

The cost of materials furnished or used under this contract shall be reimbursed in accordance with paragraph (b) of the clause entitled "Allowable Costs (FAR 52.216-07)" for cost reimbursement contracts or "Payments, Time-and-Material/Labor Hour (FAR 52.232-07)" for time-and-material or labor-hour contracts. Expendable material costs for items such as office supplies, report paper, etc., and tools of the trade shall be considered to be included in the contractor's indirect cost pools. The Contractor shall be required to support all material costs claimed.

4. Direct Charge Relocation Costs

In accordance with FAR 31.205-35, relocation costs, either direct charged or included in the contractor's indirect cost pools, associated with an individual not completing a term of service equal to one year working under this contract shall be an unallowable cost under this contract.

**G.2 Invoicing and Payment (Standard)**

A. Submission of Invoices for Payment

(1) Invoices shall be prepared and submitted as follows:  
(a) Original and four (4) copies shall be submitted to the address below:

Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
OFM/Division of Accounting Operations  
P .O. BOX 7520  
Baltimore, Maryland 21207-0520

For Overnight Delivery:  
Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
OFM/Division of Accounting Operations  
7500 Security Blvd., Mailstop C3-11-03  
Baltimore, Maryland 21244-1850

(b) One (1) copy shall be sent to the Project Officer

(c) Content of Invoice (If Applicable):

(i) Contractor's name and invoice date.

(ii) Contract number or other authorization for delivery of property and/or services.

(iii) Description, cost or price and quantity of property and/or services actually delivered or rendered.

(iv) Shipping and payment terms.

(v) Other substantiating documentation or information as required by the contract.

(vi) Period of performance or delivery date of goods or services provided

#### B. Invoice Payment

(1) In accordance with FAR 52.232-33, the Centers for Medicare and Medicaid Services (CMS) shall only make an electronic reimbursement/payment.

In accordance with FAR 52.204-7, the contractor must register in the Central Contractor Registration (CCR) database. Failure to register in CCR may prohibit CMS from making awards to your organization.

The contractor shall notify CMS' Division of Accounting Operations of all EFT and address changes in CCR via the following email address:

[CCRChanges@cms.hhs.gov](mailto:CCRChanges@cms.hhs.gov)

(2) Reimbursement for invoices submitted under this contract shall be made no later than thirty (30) days after receipt of the original invoice and requested copies from the contractor at the paying office designated in Section A above.

(3) Payment will be authorized after the Division of Accounting Operations has audited the invoice for adherence to Federal regulations. This audit includes certification of the invoice by the Project Officer and verification that the invoice amount is consistent with the payment schedule set forth under Section B, Price and Payment. Any discrepancies determined as a result of the audit could delay the processing of the invoice and may result in the invoice being returned to the contractor for corrections. Inquiries relating to payments should be directed to Jean Katzen on (410) 786-5423 or Suzanne Turgeon on (410) 786-1924.

#### c. Interest on Overdue Payment

(1) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85.31 U.S.C. 1801) is applicable to payments under this contract and requires payment of interest on payments made more than 30 days after receipt of an invoice by the Division of Accounting Operations.

(2) Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

### **G.3 Method of Payment**

- a. Payment under this contract will be made by the Government by electronic funds transfer through the CCR as referenced in FAR 52.232-33.
- b. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures; or a different method of payment, notification of such change and the required information must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
- c. The documents furnishing the information must be dated and contain the signature, title, and telephone number of the Contractor's official authorized to provide it, as well as the Contractor's name and contract number.
- d. Any changes shall be furnished to CMS, Division of Accounting, Chief, Accounting Operations Branch, 7500 Security Boulevard, Baltimore, Maryland 21244. It is the Contractor's responsibility to furnish the changes promptly to avoid payment to erroneous addresses or bank accounts, or delays in payments otherwise properly due.

### **G.4 Government Property**

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, Contractor's Guide for Control of Government Property, (1990).

### **G.5 Designation of Property Administrator**

The CMS Property Administrator, Administrative Services Group, Office of Property and Space Management at (410)786-3346, is hereby designated the property administration function for this contract. The Contractor agrees to furnish information regarding Government Property to the Property Administrator in the manner and to the extent required by the Property Administrator, his duly designated successors, and in accordance with FAR Part 45 and DHHS Manual entitled, Contractor's Guide for Control of Government Property, (1990).

### **G.6 Government Project Officer**

The following Project Officer (PO) will represent the Government for the purpose of this contract:

Project Officer:

Sonia Braithwaite  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard, Mail Stop S1-20-21  
Baltimore, MD 21244  
(410) 786-5789  
[SBraithwaite@cms.hhs.gov](mailto:SBraithwaite@cms.hhs.gov)

Back-up Project Officer:

Kelly Dinicola  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard, Mail Stop S2-23-05  
Baltimore, MD 21244  
(410) 786-0046  
[Kelly.Dinicolo@cms.hhs.gov](mailto:Kelly.Dinicolo@cms.hhs.gov)

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; and (6) providing technical direction in accordance with Section G-[ ]; and, (7) reviewing of invoices/vouchers.

The Project Officer does not have authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation. Government Task Leaders (GTLs) may assist the Project Officer. The GTL(s) will not have the authority to provide technical direction in accordance with Section G.6, however, they may be responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and compliance with all substantive project objectives; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; (5) assisting in the resolution of technical problems encountered during performance; and (6) reviewing of invoices/vouchers.

**G.7 Contractor Project Director**

**Clyde H. Penn, Jr.** will serve as Project Director. It will be his/her 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.

**G.8 Technical Direction**

a. 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.

(1) Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.

(2) 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 Scope of Work stated in the contract. The Project Officer does not have the authority to and may not issue any technical directions which:

(1) Constitutes an assignment of additional work outside the general Scope of Work of the contract.

(2) Constitutes a change as defined in the contract clause entitled "Changes - Cost Reimbursement."

(3) In any manner cause an increase or decrease in the total estimated contract cost, fixed-fee, 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 Project Officer 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 Project Officer 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 Project Officer is within one of the categories as defined in (1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract, accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within the scope of this contract. The Contractor shall thereupon proceed immediately with the instructions or direction or upon the contract action to be taken with respect thereto and shall be subject to the provision of the contract clause entitled "Disputes."

#### **G.9 Modification Authority**

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

- Accept nonconforming work;
- Waive any requirements of this contract; or
- Modify any term or condition of this contract.

#### **G.10 Indirect Cost - Provisional Rates**

a. Pursuant to the provisions of FAR 52.216-07 entitled "Allowable Cost & Payment," in Section I of this contract, the allowable Indirect Costs under this contract shall be obtained by applying the final rates or rates negotiated to the appropriate bases. The period or periods for which such rates will be established shall correspond to the Contractor's fiscal

year(s). The final rate proposal is to be submitted to the Contracting Officer at:

Centers for Medicare & Medicaid Services  
 Acquisition and Grants Group  
 Attn: Contracting Officer  
 C2-21-15  
 7500 Security Boulevard  
 Baltimore, Maryland 21244

In the event that the final rate proposal is submitted to the cognizant audit agency, the Contractor shall advise the Contracting Officer in writing when and to whom it was submitted.

b. Pending establishment of final rates for any period, provisional reimbursement will be made on the basis of the provisional rates shown below. To prevent substantial over or under payment, and to apply either retroactively or prospectively, provisional rates may, at the request of either party, be revised by mutual agreement.

TYPE	COST CENTER	RATE	PERIOD	RATE BASE
Provisional	Fringe	(b)(4)	Until Changed	(A)
Provisional	Overhead /		Until Changed	(B)
Provisional	G&A		Until Changed	(C)
Notes:				
(A) applied to: Direct Labor				
(B) applied to: Direct Labor and Fringe				
(C) applied to: Direct Labor, Fringe, Overhead, and ODCs				

(b)(4)

**G.11 Use of Government - Data (Reports/Files/Computer Tapes or Discs)**

Any data given to the Contractor by the Government shall be used only for the performance of the contract unless the Contracting Officer specifically permits another use, in writing. Should the Contracting Officer permit the Contractor the use of Government-supplied data for a purpose other than solely for performance of this contract and, if such use could result in a commercially viable product, the Contracting Officer and the Contractor must negotiate a financial benefit to the Government. This benefit should most often be in the form of a reduction in the price of the contract; however, the Contracting Officer may negotiate any other benefits he/she determines is adequate compensation for the use of these data.

Upon the request of the Contracting Officer, or the expiration date of this contract, whichever shall come first, the Contractor shall return or destroy all data given to the Contractor by the Government. However, the Contracting Officer may direct that the data be retained by the Contractor for a specific period of time, which period shall be subject to agreement by the Contractor. Whether the data are to be returned, retained, or destroyed shall be the decision of the Contracting Officer with the exception that the Contractor may refuse to retain the data. The Contractor shall retain no data, copies of data, or parts thereof, in any form, when the Contracting Officer directs that the data be returned or destroyed. If the data are to be destroyed, the Contractor shall directly furnish evidence of such destruction in a form the Contracting Officer shall determine is adequate.

**G.12 Data to be Delivered**

a. Any working papers, interim reports, data given by the government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the Contracting Officer.

b. In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not "subject data" to be delivered under this contract.

**G.13 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 determination, 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 Project Officer 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 Project Officer 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 material 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 Project Officer shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the Project Officer 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 CMS 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 acknowledgement 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.14 Working Papers**

The Contractor shall provide, at the request of the Contracting Officer, all the working papers used by the participating officials and employees of the Contractor in connection with this project.

#### **G.15 Other Direct Costs (FAR 31.202)**

Allowable and allocable direct costs other than direct labor costs, travel, fringe benefits and cost items already included in the Contractor's indirect expense pools shall also be allowed as a direct charge to this contract without prior written approval of the Contracting Officer.

#### **G.16 SUBCONTRACT CONSENT**

(a) To facilitate the review of a proposed subcontract by the Project Officer and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 entitled, "Subcontracts" to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the Project Officer's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

(b) Consent is hereby given to issue the following subcontract(s):

**Ogilvy Public Relations Worldwide**

**G.17 Service of Consultants**

a. Except as may otherwise be expressly provided elsewhere in this contract, prior written approval of the Contracting Officer for utilization of consultants shall be required. Whenever Contracting Officer approval is required, the Contractor shall furnish to the Contracting Officer information concerning the need for such consultant services and the reasonableness of the fees to be paid to any consultants.

b. For utilization of the services of any consultants under this contract, the contractor shall be reimbursed in accordance with the rate(s) set forth below. If not identified below, the contractor shall be reimbursed for utilization of consultant services at a rate not-to-exceed \$150 per day, exclusive of travel costs.

Name	Rate Per Day	No. of Hours	Total Cost Not to Exceed
Ben Johnson, Ph.D.	(b)(4), (b)(6)		\$100,000.00
Thomas W. Dortch, Ph.D.			\$21,300.00

(b)(4)(b)(6)  
" "

**G.18 Notification of Changes**

a. Definitions. As used in this article, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority.

b. Notice. The primary purpose of this article is to obtain prompt reporting of Government conduct which the Contractor considers to constitute a change to this contract within the meaning of the clause of the contract entitled "Changes - Cost Reimbursement." Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, and in any event within fifteen (15) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) which the Contractor regards as a change to the contract terms and conditions. The notice shall state, on the basis of the most accurate information available to the Contractor.

- (1) the date, nature, and circumstances of the conduct regarded as a change;
- (2) the name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) the identification of any documents and the substance of any oral communication involved in such conduct;
- (4) the particular elements of contract performance for which the Contractor may seek an equitable adjustment under the "Changes" clause, including:
  - (a) what portion(s) of the contract statement of work will be affected by the alleged change;

(b) what adjustments to the contract estimated cost and fixed fee, delivery or performance schedule, and other provisions affected by the alleged change are estimated.

c. Continued Performance. The Contractor shall not proceed with the alleged changed identified in the notice required by (b) above, unless notified in writing by the Contracting Officer in accordance with (d)(1) below. Until such notification is received, the Contractor shall continue performance of this contract in accordance with its terms and conditions.

d. Government Response. The Contracting Officer shall respond to the notice required by (b) above in writing. In such response, the Contracting Officer shall either;

(1) confirm that the conduct of which the Contractor gave notice constitutes a change and, when necessary, direct the mode of further performance in accordance with the "Changes" clause;

(2) countermand any communication regarded as a change;

(3) deny that the conduct of which the Contractor gave notice constitutes a change and, when necessary, direct the mode of further performance; or

(4) in the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished.

e. Equitable Adjustments. If the Contracting Officer confirms that Government conduct effected a change within the scope of the "Changes - Cost Reimbursement" clause as alleged by the Contractor, and such conduct causes an increase or decrease in the estimated cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment may be made in accordance with the "Changes - Cost Reimbursement" clause of this contract.

#### **G.19 AUDIT OF HOURS**

(a) In addition to the examination of costs, as detailed in FAR 52.215-02, entitled "Audit Negotiation," the Contracting Officer or his representatives will have the right to examine all books, records, documents and other data of the Contractor relating to this contract for the purpose of evaluating the accuracy and completeness of the hours which the Contractor has recorded on his/her invoices as expended toward satisfaction of the requirements of this contract.

(b) The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction until:

(1) The expiration of three (3) years from the date of final payment under this contract,

(2) The expiration of three (3) years from the date of final settlement resulting from a termination or a partial termination of contract.

#### G.20 Correspondence Procedures

To promote timely and effective administration (except for invoices/public vouchers, technical progress reports, deliverables) correspondence submitted under this contract 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 Project Officer, with an information copy of the basic correspondence to the Contracting Officer.

b. Other Correspondence-All other correspondence shall be addressed to the Contracting Officer, with information copies of the basic correspondence to the Project Officer.

c. Subject Lines-All correspondence shall contain a subject line, commencing with the Contract Number and assigning consecutive numbers (serial numbers to permit accountability), as illustrated below:

Subject: Contract No.  
Contractor's Name  
Request for Subcontract Approval

#### G.21 Post Award Evaluation of Contractor Performance

##### a. Contractor Performance Evaluations

Interim, annual, and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. At the discretion of the Contracting Officer, interim evaluations may be conducted. Annual evaluations shall be prepared to coincide with the anniversary date of the contract.

A copy of all evaluations should be provided to the Contractor as soon as practicable after completion of the annual and final evaluation. The Contractor will be permitted **thirty (30) days** to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to the Deputy Director, Office of Acquisition and Grants Management, whose decision will be final.

Copies of the evaluation, contractor responses, and review comments, if any, will be retained as part of the contract file, and will be used to support future award decisions.

##### b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <https://cpscontractor.nih.gov>.

To register, simply logon and click on the "Register Here" link. This site provides instructions on how to register and offers computer-based training for contractors through the "CPS Contractor On-Line Training" hyperlink. There is no fee for registration or use of this system. Electronic evaluations are available to registered contractors for review **30 days from the date the evaluation is sent.**

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required time frame.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 352.270-5 Key Personnel (APR 1984)**

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.  
 (End of Clause)

\*All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 30 days prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume and any other information required by CMS. All proposed substitutions shall have qualifications equal to or greater than the person being replaced.

The following individuals are considered key personnel under the base contract requirement:

NAME	TITLE	EMAIL	PHONE/ FAX
Clyde H. Penn, Jr.	Project Director	<a href="mailto:clyde@penngood.com">clyde@penngood.com</a>	(202) 464-1430 x110 (202) 464-1436
Garrick R. Good	Director Strategy/Partnership Development	<a href="mailto:garrick@penngood.com">garrick@penngood.com</a>	(202) 464-1430 x122 (202) 464-1436
T. Vincent Ellis	Project Manager	<a href="mailto:vince@penngood.com">vince@penngood.com</a>	(202) 464-1430 x104 (202) 464-1436

**H.2 352.224-7 Confidentiality of Information (APR 1984)**

a. Confidential information, as used in this clause, mean (1) information or data of a personal nature about an individual, or (2) proprietary information or data submitted by or pertaining to an institution or organization.

b. In addition to the types of confidential information described in a. (1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions which might threaten public health or safety if acted upon.

c. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of

information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

d. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

e. Confidential information, as defined in a. (1) and (2) above, that is information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization, shall not be disclosed without the prior written consent of the individual, institution, or organization.

f. Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in b. above. If the Contracting Officer does not pose any objections in writing within the 45-day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and the Contracting Officer will be settled pursuant to the "Disputes" clause.

g. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

h. Contracting Officer determinations will reflect the results of internal coordination with appropriate program and legal officials.

i. The provisions of paragraph e. of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

### **H.3 Restrictions on the use of Information**

The access to and use of data/information under this contract shall be in accordance with FAR clause 52.224-2, Privacy Act.

Any Contractor personnel, consultant, or subcontractor employee having access to Privacy Act covered data/information shall be required to execute a "Statement of Understanding."

### **H.4 Conditions for Performance**

In addition to the performance requirements of this contract as set forth under Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, the Contractor

may be required to comply with the requirements of any revisions in legislation or regulations which may be enacted or implemented during the period of performance of this contract, and are directly applicable to the performance requirements of this contract.

#### **H.5 Organizational Conflicts of Interest**

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor (1) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interest (financial, organizational, or otherwise) which relate to the work under this contract.

b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliate organizations or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(1) Advisory, consulting, analytical, evaluation, or study work, including the preparation of statements of work and specifications: (i) If the Contractor performs advisory, consulting, analytical, evaluation, study, or similar work under this contract, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the Contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts.

Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the Contractor performs similar work. Nothing in this subparagraph shall preclude the Contractor from competing for HHS management and technical support services follow-on contracts as defined in paragraph 6. below. (ii)

If the Contractor under this contract assists substantially in the preparation of a statement of work or specifications, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(2) Access to the use of information:

(a) 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.

(b) In addition, 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.

(c) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it first produces under this contract for its private purposes provided that, as of the date of such use, all data requirements of this contract have been met.

(3) Subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance of work of the type specified in b.(1) above or access to information covered in b.(2) above. The use of this clause in such subcontracts shall be read by substituting the word "Subcontractor" for the word "Contractor" whenever the word "Contractor" appears.

(4) Remedies: For breach of the above restrictions or for non-disclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract, the Government may, at no cost, terminate the contract, disqualify the Contractor for subsequent related contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(5) Waiver. Any request for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer shall grant such waiver in writing.

(6) Definitions. The term "management and technical support services" includes any advice, assistance, analysis, consultation, evaluation, examination, report, review, study, survey, or similar assistance, including providing assistance in procurement and related activities, to support any program or their operations of CMS.

#### **H.6 Monitoring**

The Contractor shall be subject to periodic contract performance review as may be deemed necessary by the Contracting Officer or the Project Officer as his/her designee. The Contractor shall make its records and facilities available to the Contracting Officer for purposes of such monitoring of contract performance.

#### **H.7 Employment of CMS Personnel Restricted**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any CMS personnel without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### **H.8 Paperwork Reduction Act**

a. In the event that is subsequently becomes a contractual requirement to collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties, the Paperwork Reduction Act of 1980 (Pub. L. 96-511) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Assistant Secretary for Management and Budget (ASMB) within the Department of Health and Human Services (HHS) and the Office of Management and Budget (OMB). Contractors and Project Officers should be guided by the provisions of 5 CFR 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officers to determine the procedures for acquiring ASMB and OMB clearance.

b. The Contractor shall obtain the required ASMB and OMB clearance through the Project Officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and proceed with the collection of information shall be in writing by the Contracting Officer. The Contractor must plan at least 120 days for ASMB and OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

#### **H.9 Information Technology Investment Acquisition Request**

The Contractor must obtain written CMS, Office of Information Services' (OIS) approval for all Information Technology (IT) Investments (e.g. acquisition of hardware, software, telecommunication protocols, networking, etc.), to ensure compatibility and successful integration with CMS's infrastructure. Any request for an IT investment acquisition should be submitted to the Government Project Officer (GPO) or Government Task Leader (GTL) with a copy to the Contracting Officer. The Contracting Officer shall notify the contractor in writing of CMS's approval or disapproval of the acquisition requests. If approved, the contract shall be modified accordingly and the contractor may proceed with the IT investment acquisition. The Government may disallow any contractor incurred costs that would not be allocable to the approved IT investment acquisition.

#### **H.10 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 ("EPHI"), 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 EPHI.

(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 EPHI 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 **{insert effective date}**, 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.11 Conflicts of Interest**

a. It is essential that the services provided to CMS beneficiaries under this contract be free, to the greatest extent possible, of all perceived or actual conflicts of interest. Although it is not required that the contractor be free of all apparent organizational conflicts of interest, it is essential that the contractor have substantial programs in place to identify, evaluate and mitigate all real and potential conflicts that would appear to preclude the contractor from rendering impartial assistance or advice.

b. Contractors must disclose all potential and actual conflicts of interest. Contractors shall submit a plan to mitigate all potential and actual conflicts described in its proposal and a certification that all work to be performed under this contract is free of conflicts of interest, Note: The contractor is also responsible for determining if an organizational conflict of interest exists with subcontractors and in subcontracts and for ensuring that the subcontractor has mitigated any conflict or potential conflict prior to the award of any subcontract for furnishing supplies or services under the prime contract.

c. For example, CMS anticipates that a contractor with the following operations may have real or perceived conflicts of interest with the work performed under this contract: the operation or sale of managed care plans, Medigap policies, durable medical equipment, dialysis services, or any other related provider groups, products or services; sale of products or services targeted at populations covered by Medicare, e.g., retirement time-share vacations. The following paragraphs illustrate situations in which questions concerning conflicts of interest may arise. These situations are not inclusive, but are intended to help contractors identify their own organizational conflicts of interest.

1. Contractor A operates and sells managed care plans in the state of Delaware. Under this contract, Contractor A is required to provide names, telephone numbers and other plan information about managed care in the state of Delaware.

2. Contractor B sells a variety of Medigap policies nationwide. Under this contract, Contractor B is required to assist Medicare beneficiaries in determining gaps in their Medicare coverage. Contractor B is also required to provide the names and telephone numbers of Medigap policy providers.

3. Contractor C - A Durable Medical Equipment Supplier who markets wheel chairs. Under this contract, the contractor may assist beneficiaries in answering questions concerning the equipment and where they may obtain such items.

4. Contractor D performs telemarketing to sell vacation properties. Under this contract, Contractor D will have access to data on beneficiaries that could be used for mailing lists and phone listings that would enable Contractor D's telemarketing division to target that population.

d. The contractor is responsible for maintaining a compliance program, which identifies and addresses potential conflicts of interests (COI). This program must include a plan to continuously monitor its compliance with and the compliance of its subcontractors with the conflict of interest requirements, and a description of how the contractor will identify, resolve, avoid, neutralize or mitigate present and future conflicts of interest. CMS reserves the right to perform a compliance audit if it is determined to be in the best interest of the Government to do so.

The Contractor shall submit to the Contracting Officer an updated compliance program report if and when changes occur. The Statement of Work describes the content of this report in greater detail.

e. When disclosure is made. The Organizational Conflicts of Interest Certificate:

1. Is submitted with the offeror's original proposal; and

2. Must be submitted--

(i) When the CMS Contracting Officer requests a revision to the Certificate, and;

(ii) 45 days before any of the following:

(A) A change in the corporate structure;

(B) Acquisitions of new organizations; \*

(C) Creation of new lines of business, and;\*

(D) A change in any of information provided in the contractor's previous certification \*

(\* The 45-day advance notice, in this case, is limited to arrangements with insurance organizations, institutional and non-institutional providers of health services, organizations that are holders or have an ownership interest in health services, information technology companies

or any other arrangement which may be perceived by a prudent business person to create a conflict.)

3. Any deception or omission in the Certificate will be grounds for nonconsideration in the procurement process, termination of the contract, or other contract action.

- f. If during the performance of this contract it is determined that a contractor has or has the potential for an unresolved organizational conflict of interest, the Government reserves the right to modify or terminate the contract.

NOTE: Be advised that the content of this conflict of interest provision is applicable to this contract only and is not intended to reflect CMS's position on conflict of interest issues for all solicitations and contracts issued by the Agency. In addition, future Contracts may incorporate specific conflict of interest language that is tailored to the requirements of a particular Contract, if necessary.

#### **H.12 Section 508 - 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:

1. Cancellation of the contract; delivery or task order, purchase or line item without termination liabilities; or

2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to 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 the contract requirements.

E. For every EIT product or service accepted under this contract 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 a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

#### **H.13 Work Performed Outside of the United States and its Territories**

a. The contractor, and its subcontractors, shall not perform any activities under this contract at a location outside of the United States without the prior written approval of the Contracting Officer. In making a decision to authorize the performance of work outside of the United States, the Contracting Officer will consider the following factors, including but not limited to:

1. All contract terms regarding system security.
2. All contract terms regarding the confidentiality and privacy requirements for information and data protection.
3. All contract terms that are otherwise relevant, including the provisions of the statement of work.
4. Corporate compliance.
5. All laws and regulations applicable to the performance of work outside of the United States.
6. The best interest of the United States.

a. In requesting the Contracting Officer's authorization to perform work outside of the United States, the contractor must demonstrate that the performance of work outside of the United States satisfies all of the above factors. If, in the Contracting Officer's judgment, the above factors are not fully satisfied, performance of work outside of the United States will not be authorized.

c. In preparing a proposal to meet this requirement, particular attention should be given to:

- H.13 System Security
- H 2 Confidentiality of Information
- H.7 HIPAA
- I.1 Privacy Act

#### **H.14 Security Clause-Background-Investigations for Contractor Personnel**

##### **Security Clause -Background - Investigations for Contractor Personnel**

If applicable, Contractor personnel performing services for CMS under this contract shall be required to undergo a background investigation. CMS will pay for the background investigations.

After contract award, the CMS Project Officer (PO) and the Emergency Management & Response Group (EMRG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract. The results of the position-sensitivity analysis will determine first, whether the provisions of this clause are applicable to the contract and second, if applicable, determine each position's sensitivity level (i.e., high risk, moderate risk or low risk) and dictate the appropriate level of background investigation to be processed. Investigative packages may contain the following forms:

1. SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
2. SF-85P, Questionnaire for Public Trust Positions, 09/1995
3. OF-612, Optional Application for Federal Employment, 12/2002
4. OF-306, Declaration for Federal Employment, 01/2001
5. Credit Report Release Form
6. FD-258, Fingerprint Card, 5/99, and
7. CMS-730A, Request for Physical Access to CMS Facilities (NON-CMS ONLY), 11/2003.

The Contractor personnel shall be required to undergo a background investigation commensurate with one of these position-sensitivity levels:

**1) High Risk (Level 6)**

Public Trust positions that would have a potential for exceptionally serious impact on the integrity and efficiency of the service. This would include computer security of a major automated information system (AIS). This includes positions in which the incumbent's actions or inaction could diminish public confidence in the integrity, efficiency, or effectiveness of assigned government activities, whether or not actual damage occurs, particularly if duties are especially critical to the agency or program mission with a broad scope of responsibility and authority.

Major responsibilities that would require this level include:

- a. Development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment;
- b. Significant involvement in mission-critical systems;
- c. Preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;
- d. Other responsibilities that involve relatively high risk of causing damage or realizing personal gain;
- e. Policy implementation;
- f. Higher level management duties/assignments or major program responsibility; or
- g. Independent spokespersons or non-management position with authority for independent action.

Approximate cost of each investigation: \$3,500

**2) Moderate Risk (Level 5)**

Public Trust positions that have potential for moderate to serious impact on the integrity and efficiency of the service, including computer security. These positions involve duties of considerable importance to the CMS mission

with significant program responsibilities that could cause damage to large portions of AIS. Duties involved are considerably important to the agency or program mission with significant program responsibility, or delivery of service. Responsibilities that would require this level include:

- a. The direction, planning, design, operation, or maintenance of a computer system and whose work is technically reviewed by a higher authority at the High Risk level to ensure the integrity of the system;
- b. Systems design, operation, testing, maintenance, and/or monitoring that are carried out under the technical review of a higher authority at the High Risk level;
- c. Access to and/or processing of information requiring protection under the Privacy Act of 1974;
- d. Assists in policy development and implementation;
- e. Mid-level management duties/assignments;
- f. Any position with responsibility for independent or semi-independent action; or
- g. Delivery of service positions that demand public confidence or trust.

Approximate cost range of each investigation: \$150 - \$2,600

**3) Low Risk (Level 1)**

Positions having the potential for limited interaction with the agency or program mission, so the potential for impact on the integrity and efficiency of the service is small. This includes computer security impact on AIS.

Approximate cost of each investigation: \$100

The Contractor shall submit the investigative package(s) to the EMRG within three (3) days after being advised by the EMRG of the need to submit packages. Investigative packages shall be submitted to the following address:

Centers for Medicare & Medicaid Services  
Office of Operations Management  
Emergency Management & Response Group  
Mail Stop SL-13-15  
7500 Security Boulevard  
Baltimore, Maryland 21244-1850

The Contractor shall submit a copy of the transmittal letter to the Contracting Officer (CO).

Contractor personnel shall submit a CMS-730A (Request for Badge) to the EMRG (see attachment in Section J). The Contractor and the PO shall obtain all necessary signatures on the CMS-730A prior to any Contractor employee arriving for fingerprinting and badge processing.

The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, EMRG may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

After EMRG fingerprints contractor personnel and issues them a temporary CMS identification badge, the EMRG will send their completed investigative package to the Office of Personnel Management (OPM). OPM will conduct the background investigation. Badges will be provided by EMRG while contractor personnel investigative forms are being processed. The Contractor remains fully responsible for ensuring contract, task order or delivery order performance pending completion of background investigations of contractor personnel.

EMRG shall provide written notification to the CO with a copy to the PO of all suitability decisions. The PO shall then notify the Contractor in writing of the approval of the Contractor's employee(s), at that time the Contractor's employee(s) will receive a permanent identification badge. Contractor personnel who the EMRG determines to be ineligible may be required to cease working on the contract immediately. The Contractor shall report immediately in writing to EMRG with copies to the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to EMRG before an adverse adjudication is made. Contractor personnel may request, in writing, a copy of their own investigative results by contacting:

Office of Personnel Management  
Freedom of Information  
Federal Investigations Processing Center  
PO Box 618  
Boyers, PA 16018-0618.

At the Agency's discretion, if an investigated contractor employee leaves the employment of the contractor, or otherwise is no longer associated with the contract, task order, or delivery order within one (1) year from the date the background investigation was completed, then the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted, the cost could be approximately \$100 to \$3,500. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

Centers for Medicare & Medicaid Services  
PO Box 7520  
Baltimore, Maryland 21207

The Contractor must immediately provide written notification to EMRG (with copies to the CO and the PO) of all terminations or resignations of Contractor personnel working on this contract, task order or delivery order. The Contractor must also notify EMRG (with copies to the CO and the PO) when

a Contractor's employee is no longer working on this contract, task order or delivery order.

At the conclusion of the contract, task order or delivery order and at the time when a contractor employee is no longer working on the contract, task order or delivery order due to termination or resignation, all CMS-issued parking permits, identification badges, access cards, and/or keys must be promptly returned to EMRG. Contractor personnel who do not return their government-issued parking permits, identification badges, access cards, and/or keys within 48 hours of the last day of authorized access shall be permanently barred from the CMS complex and subject to fines and penalties authorized by applicable federal and State laws.

#### **H.15 Code of Conduct**

##### **SMOKING**

Effective June 9, 2004, smoking is not permitted anywhere on the CMS single site campus. This includes all areas outside the building, such as off-site facility, entranceways, sidewalks and parking areas. Smoking will not be permitted anywhere in Regional Offices or Washington, D.C. Office locations unless permitted by GSA guidelines or local landlord requirements. Contractor employees are subject to the same restrictions as government personnel. Fines up to \$50 per occurrence will be issued and enforced by the Federal Protective Service.

##### **DRESS**

The preferred dress codes at CMS facilities are professional attire, business attire or business casual attire.

**SECTION I - CONTRACT CLAUSES**

**I.1 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/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

**I.1.1 Federal Requisition Regulations (FAR)**

NUMBER	TITLE	DATE
52.202-1	Definitions.	DEC 2001
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 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.204-7	Central Contractor Registration.	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JAN 2005
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
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Alt 1.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	DEC 2002
52.216-8	Fixed Fee.	MAR 1997
52.217-8	Option to Extend Services	Nov 1999
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-25	Small Disadvantaged Business Participation - Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor.	JUN 2003
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
52.222-36	Employment Reports on Special Disabled Veterans,	

	Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.224-1	Privacy Act Notification.	APR 1984
52.224-2	Privacy Act.	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases.	JAN 2004
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	JUN 2000
52.227-3	Patent Indemnity.	APR 1984
52.227-14	Rights in Data - General.	JUN 1987
52.227-17	Rights in Data - Special Works.	JUN 1987
52.227-18	Rights in Data - Existing Works.	JUN 1987
52.230-2	Cost Accounting Standards.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	NOV 1999
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt payment.	OCT 2003
	Payment by Electronic Funds Transfer - Other than Central Contractor Registration.	MAY 1999
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration.	OCT 2003
52.233-1	Disputes.	JUL 2002
52.237-3	Continuity of Services.	JAN 1991
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alt II	APR 1984
52.244-2	Subcontracts.	AUG 1998
52.244-6	Subcontracts for Commercial Items.	APR 2003
52.246-25	Limitation of Liability - Services.	FEB 1997
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.252-4	Alterations in Contract.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

**I.1.2 Department of Health and Human Services Acquisition Regulations (HHSAR)**

NUMBER	TITLE	DATE
352.202-1	Definitions.	JAN 2001
352.216-72	Additional Cost Principles.	OCT 1990
352.224-70	Confidentiality of information.	APR 1984
352.232-9	Withholding of contract payments.	APR 1984
352.232-75	Incremental funding.	JAN 2001
352.233-70	Litigation and claims.	APR 1984
352.242-71	Final decisions on audit findings.	APR 1984
352.249-14	Excusable delays.	APR 1984
352.270-4	Pricing of adjustments.	JAN 2001
352.270-6	Publications and Publicity.	JUL 1991
352.270-7	Paperwork Reduction Act.	JAN 2001
352.333-7001	Choice of Law (Overseas)	MAR 2005

**I.2 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.3 52.216-24 Limitation of Government Liability. (APR 1984)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

**I.4 52.244-5 Competition in Subcontracting. (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

**I.5 Affirmative Action Programs - Non-Construction**

Except as provided in FAR 22.807, each non-construction prime contractor and each subcontractor with 50 or more employees and either a contract or subcontract of \$50,000 or more, or Government bills of lading that in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, is required to develop a written affirmative action program for each of its establishments. Each contractor and subcontractor shall develop its written affirmative action programs within 120 days from the commencement of its first such Government contract, subcontract, or Government bill of lading.

**I.6 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

**OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 2009.

**SECTION J - LIST OF ATTACHMENTS**

**(ATTACHMENTS ARE LOCATED AT THE END OF THE SOLICITATION DOCUMENT)**

- J-1 Invoicing Instructions
- J.2 Sample Invoice/Financing Request
- J-3 Disclosure of Lobbying Activities SFLLL & SFLLLA\*  
(Available at <http://www.arnet.gov/far>)

\*These attachments are available on the Internet and are incorporated by reference with the same force and effect as if they were provided in full text herein. Upon request, the Contracting Officer will make their full text available.

**Attachment J-1**

**Invoice/Financing Request Instructions for CMS Cost-Reimbursement Type  
Contracts**

**General:** The Contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

**Format:** Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal; and Standard Form 1035, Public Voucher for Purchases and Services Other Than Personal--Continuation Sheet, or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement.

**Number of Copies:** As indicated in the Invoice Submission/Contract Financing Request clause in the contract.

**Frequency:** Invoices/financing requests submitted in accordance with the payment clause shall be submitted monthly unless otherwise authorized by the Contracting Officer.

**Cost Incurrence Period:** Costs incurred must be within the contract performance period or covered by precontract cost provisions.

**Billing of Costs Incurred:** If billed costs include: (1) Costs of a prior billing period, but not previously billed, or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

**Contractor's Fiscal Year:** Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the Contractor's fiscal year.

**Currency:** All CMS contracts are expressed in United States dollars. Where expenditures are made in a currency other than United States dollars, billings on the contract shall be expressed, and reimbursement by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the Contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

**Costs Requiring Prior Approval:** Costs requiring the Contracting Officer's approval which are not set forth in an advance understanding in the contract shall be so identified.

**Invoice/Financing Request Identification:** Each invoice/financing request shall be identified as either:

(a) **Cost Reimbursable - Financing Request:** These are interim payment requests submitted during the contract performance period.

(b) **Completion/Final Invoice:** The completion invoice is a final invoice which is submitted promptly upon completion of the work, but no later than one year from the contract completion date. The completion invoice should be submitted when all costs (except for finalization of indirect cost rates)

have been assigned to the contract and all performance provisions have been completed. A revised final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., final indirect cost rates and resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The Contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries of the sample invoice/financing request.

(a) Paying Office and Address: The paying office and address, identified in the Invoice Submission/Contract Financing Request clause of the contract, shall be entered on all copies of the invoice/financing request.

(b) Invoice/Financing Request Number: Insert the appropriate serial number of the invoice/financing request.

(c) Date of Invoice/Financing Request: Insert the date of the invoice/financing request is prepared.

(d) Contract Number and Date: Insert the contract number and the date of the contract.

(e) Payee's Name and Address: Show the Contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Contractor, or a different payee has been designated, then insert the name and address of the payee instead of the Contractor.

(f) Contract Amount: Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.

(g) Fixed-Fee: Insert the total fixed-fee (where applicable).

(h) Billing Period: Insert the beginning and ending dates (day, month, and year of the period in which costs were incurred and for which reimbursement is claimed.

(i) Amount Billed for Current Period: Insert the amount billed for the major cost elements, adjustment and adjusted amounts for the period.

(j) Cumulative Amount from Inception to Date of this Billing: Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

(k) Direct Costs: Insert the major cost elements. For each element, consider the application of the paragraph entitled Costs Requiring Prior Approval on page 1 of these instructions.

(1) Direct Labor: This consists of salaries and wages paid (or accrued for direct performance of the contract.

(2) Fringe Benefits: This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.

(3) Nonexpendable Equipment: This category of cost includes permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years. Prepare and attach Form HHS-565 in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

(A) The item number for the specific piece of equipment listed in the Property Schedule;

(B) The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule, or;

(C) Be preceded by an asterisk (\*) if the equipment is below the approval level.

Further itemization of invoices/financing requests shall only be required for items having specific limitations set forth in the contract.

(4) Materials and Supplies: This category includes equipment with unit costs of less than \$500 or an expected service life of two years or less, and consumable material and supplies regardless of amount.

(5) Premium Pay: This is remuneration in excess of the basic hourly rate.

(6) Consultant Fee: Fees paid to consultants. Identify consultant by name or category as set forth in the contract's advance understanding, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.

(7) Travel: Domestic travel is travel within the United States, its territories, possessions and Canada for Contractors located there; otherwise it is the Contractor's own country. It should be billed separately from foreign travel.

(8) Subcontract Costs: List subcontractor(s) by name and amount billed.

(9) Other: List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amount separately. If the contract contains restrictions on any cost element, that cost element should be listed separately.

(l) Cost of Money (COM): Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.

(m) Indirect Costs--Overhead: Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed. If special rate is being used; e.g., off-site, then so specify.

(n) Fixed-Fee: If the contract provides for a fixed-fee, it must be claimed as provided for by the contract. Cite the formula or method of computation.

(o) Total Amounts Claimed: Insert the total amounts claimed for the current and cumulative periods.

(p) Adjustments: This includes amounts conceded by the Contractor, outstanding suspensions and disapprovals subject to appeal.

(q) Grand Totals

Attachment J-2

SAMPLE INVOICE/FINANCING REQUEST

(a) Payor's Name and Address HEALTH CARE FINANCING ADMIN OBA/OFM/Division of Accounting 6325 Security Boulevard Room 2-b-3 East Low Rise Baltimore, Maryland 21207	(b) Invoice/Financing Request No. _____
(e) Payee's Name and Address ABC CORPORATION 100 Main Street	(c) Date Voucher Prepared _____
Attention: Name, Title and Phone Number if Official to Whom Payment is Sent	(d) Contract No. & Date _____
	(f) Total Est. Cost of Contract _____
	(g) Total Fixed Fee _____
(h) This invoice/financing request represents reimbursable costs from August 1, 1982 through August 31, 1982	
	(i) Amt Billed for Current Period
	(j) Cumulative Amount From Inception to Date of this Billing
(k) Direct Costs	\$ 3,400
(1) Direct Labor	600
(2) Fringe Benefits	
(3) Nonexpendable Equipment (Attach Form HHS-565)	
Permanent Research	3,000
General Purpose	2,000
(4) Materials & Supplies	2,000
(5) Premium Pay	100
(6) Consultant Fee Dr. Jones/1 day @ 100 (COA #)	100
(7) Travel -- (Domestic)	200
(Foreign)	200
(8) Subcontract Cost	0
(9) Other	0
Total Direct Costs	\$11,600
(l) Cost of Money (Factor) of (Approp. Base)	2,400
(m) Indirect Costs - Overhead % of Direct Labor or Other Base (Formula)	4,000
(n) Fixed-Fee Earned (Formula)	700
(o) Total Amount Claimed	\$18,700
(p) Adjustments Outstanding Suspensions	
(q) Grant Totals	\$18,700
	\$29,950
"I certify that all payments requested are for appropriate purposes and in accordance with the contract."	
(Name of Official)	(Title)