AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶ RATING

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2. CONTRACT (Proc. Inst. Ident.) NO. HHSM-500-2011-M00012

3. EFFECTIVE DATE 04/01/2011

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 767-1-7507-29

5. ISSUED BY CODE HACG - DMMAC

CMS, OAGM, HACG, DMMAC
7500 SECURITY BLVD., MS: C2-21-15
BALTIMORE MD 21244-1650

6. ADMINISTERED BY (If other than Item 5) CODE AGG/JWILK

[redacted]
Contract Specialist
[redacted]

7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, County, State and ZIP Code)

NHIC, Corp.
Attn: Anne Bockhoff Dalton
75 William Terry Drive
Hingham MA 02043

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM

CODE 009974017 FACILITY CODE

11. SHIP TO/MARK FOR CODE N/A
Not Applicable

12. PAYMENT WILL BE MADE BY CODE ACCT
DHHS, CMS, OFM, AMG
Div. of Financial Operations
P.O. Box 7520
Baltimore MD 21207-0520

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
(10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
15992126-750/10511-2560

16A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT ▶ [redacted]

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ 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. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual documents is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
[redacted]

19B. UNITED STATES OF AMERICA
[redacted]
BY [redacted]
(Signature of the Contracting Officer)

20A. NAME OF CONTRACTING OFFICER
[redacted]

19C. DATE SIGNED [redacted]

20C. DATE SIGNED [redacted]

NSN 7540-01-152-8069
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSM-500-2011-M0001Z	PAGE 2	OF 65

NAME OF OFFEROR OR CONTRACTOR
NHIC, Corp.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 75-1532981 DUNS Number: 009974817 DME MAC JURISDICTION A - Award FOB: Destination Period of Performance: 04/01/2011 to 07/31/2011				
0001	Award - DME MAC Jurisdiction A Obligated Amount: [redacted]				[redacted]

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SERVICES

The purpose of this contract is to obtain the Durable Medical Equipment (DME) – Medicare Administrative Contractor (MAC) specified fee-for-service health insurance benefit administration services, including Medicare claims processing and payment services, for durable medical equipment, prosthetics, orthotics and supplies. This contract award is for Jurisdiction A which includes the states of Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

B.2 TYPE OF CONTRACT

This is a Cost-Plus-Award-Fee (CPAF) contract.

B.3 AWARD FEE

The amount of award fee the Contractor earns, if any, will be based on an evaluation by the Government of the contractor's performance in accordance with the Performance Evaluation Award Fee Plan (see Attachment J-6). The CMS Fee Determination Official (FDO) will determine the amount of award fee earned by the contractor for the evaluation period. The determination of the amount of the award fee for the evaluation period is a unilateral decision made solely at the discretion of the FDO. Upon receiving written notification from the FDO of the amount of award fee earned for the evaluation period, the Contractor may submit an invoice for the earned award fee. The Government may unilaterally change the Performance Evaluation Plan at any time. However, any revisions to the evaluation criteria in the Performance Evaluation Plan shall be presented to the Contractor prior to the evaluation period in which it will be used. The award fee evaluations will be performed on an annual basis with the actual evaluation taking place in the month immediately following the evaluation period. The award fee available for each period shall be a portion of the total award fee pool available for the entire contract period (see Section G.23).

B.4 ESTABLISHED COST AND AWARD FEE

The total estimated cost of this contract inclusive of CLINs 0001 – 0007 is [redacted]; the total base fee is [redacted]. The maximum available award fee if [redacted]. Total estimated cost plus award fee if **$72,346,686**.

The total amount currently available for payment under this CPAF contract for CLIN 0001 Implementation is [redacted], which includes a total estimated cost of [redacted] a base fee of [redacted] and a maximum award fee of [redacted].

B.5 TASK DIRECTIVES

The Contracting Officer may use individual Task Directives with specifically defined scopes and schedules to direct the contractor to perform special projects. Task Directives may also be issued to request a special administrative or user support services project. This mechanism will be used on a project-by-project basis and will be incorporated into the contract through the Changes clause (FAR 52.243-2).

Task Directives issued under this contract may be fixed price or cost reimbursement. The contractor is required to establish separate cost accounts for each Task Directive issued and to segregate those costs on their vouchers.

B.6 SCHEDULE OF SUPPLIES/SERVICES

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0001 – IMPLEMENTATION 04/01/2011 – 07/31/2011						
TOTAL CLIN 0001 – IMPLEMENTATION						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0002 - DME MAC Services/ Base Period Operations Option – 08/01/2011 – 03/31/2012						
0002AA - Program Management						
0002AB - Medicare Integrity Program						
0002AC – Recovery Audit Contract (RAC) Activities						
TOTAL CLIN 0002 – DME MAC Services/Base Period Operations Option						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0003 - DME MAC Services/Option Period One - 04/01/2012 – 03/31/2013						
0003AA - Program Management						
0003AB - Medicare Integrity Program						
0003AC – Recovery Audit Contract (RAC) Activities						
TOTAL CLIN 0003 – DME MAC Services/ Option Period One						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0004 - DME MAC Services/Option Period Two - 04/01/2013 – 03/31/2014						
0004AA - Program Management						
0004AB - Medicare Integrity Program						
0004AC – Recovery Audit Contract (RAC) Activities						
TOTAL CLIN 0004 – DME MAC Services/ Option Period Two						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0005 - DME MAC Services/Option Period Three - 04/01/2014 – 03/31/2015						
0005AA - Program Management						
0005AB - Medicare Integrity Program						
0005AC – Recovery Audit Contract (RAC) Activities						
TOTAL CLIN 0005 – DME MAC Services/ Option Period Three						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0006 - DME MAC Services/Option Period Four - 04/01/2015 – 03/31/2016						
0006AA - Program Management						
0006AB - Medicare Integrity Program						
0006AC – Recovery Audit Contract (RAC) Activities						
TOTAL CLIN 0006 – DME MAC Services/ Option Period Four						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS *	TOTAL CPAF NET COMP CREDITS
CLIN 0007 – Outgoing Transition Option Period 10/31/2015 – 03/31/2016						

CONTRACT LINE ITEM NUMBER	ESTIMATED COST	BASE FEE	AWARD FEE	TOTAL ESTIMATED CPAF	EST. COMP CREDITS*	TOTAL CPAF NET COMP CREDITS
TOTAL DME MAC JURISDICTION A				**$72,346,686**		

*Refer to Section G.19, Complimentary Credits.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The Statement of Work (SOW) is provided under Section J as Attachment J-1 and shall be made a part of the contract. The SOW takes precedence over the Internet Only Manuals and Paper-Based Manuals unless otherwise specified

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

All deliverables required under the contract must be shipped and marked in accordance with Section F. Deliverables and any other requirements are set forth herein.

SECTION E - INSPECTION AND ACCEPTANCE

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

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

Federal Acquisition Regulation (FAR) Clauses:

52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

E.2 APPROVALS BY THE CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

All services or supplies to be delivered to the Contracting Officer Technical Representative (COTR) will be deemed to have been accepted 30 calendar days after date of delivery, except as otherwise specified in this contract, if written approval or disapproval has not been given within such period. The COTR's approval or revision to the services or supplies delivered shall be within the general scope of work stated in the contract.

E.3 INSPECTION OF SERVICES – COST-REIMBURSEMENT

- All work under this contract is subject to inspection and final acceptance by the Contracting Officer or the duly authorized representative of the Government.
- The Government's COTR is a duly authorized representative of the Government and is responsible for inspection and acceptance of all items to be delivered under this contract.
- Inspection and acceptance of the Contractor's performance shall be in accordance with FAR Clause 52.246-5 "Inspection of Services-Cost Reimbursement."

SECTION F - DELIVERIES OR PERFORMANCE

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

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

Federal Acquisition Regulation (FAR) Clauses:

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

F.2 PERIOD OF PERFORMANCE

The work and services hereunder shall be completed as follows:

The period of performance for completion of all work under this contract shall be from the effective date of contract award through 12 months, plus four (4) one (1) year options as follows:

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE
0001	Implementation	04/01/2011 – 07/31/2011*
0002	Option - Base Period Operations	08/01/2011 – 03/31/2012*
0003	Option - Year 1 Operations	04/01/2012 – 03/31/2013
0004	Option - Year 2 Operations	04/01/2013 – 03/31/2014
0005	Option - Year 3 Operations	04/01/2014 – 03/31/2015
0006	Option - Year 4 Operations	04/01/2015 – 03/31/2016
0007	Option - Transition	10/31/2015 – 03/31/2016**

*CLIN 0001 and CLIN 0002 shall be completed within 12 months after date of contract award.

**This option shall be exercised no earlier than 6 months prior to the expiration of the current year of performance.

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

F.3 DELIVERABLES

A list of deliverables is provided under Attachment J-2 and hereto made part of this contract.

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

The Contractor shall submit all required deliverables and reports in accordance with the attached schedule. Reports submitted under the contract shall reference and cite the contract number and identify CMS as the sponsoring agency.

Satisfactory performance under the contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the schedule Attachment J-2, (reports submitted under the contract shall reference and cite the contract number and identify CMS as the sponsoring agency):

The following abbreviations apply to the schedule, Section J-2:

IAW	In accordance with
NLT	Not later than
COB	Close of business
E	Electronic copy (e-mail or diskette)
H	Hard copy
CP	Cover page
COTR	Contracting Officer Technical Representative
CS	Contract Specialist

Note: Additional deliverables may be assigned as part of the product planning process. Individual products may be released on a flow basis, as necessary by the direction of the COTR.
All electronic files shall be submitted in a format that is compatible with Microsoft Office PC-based software. As this requirement is subject to change, the contractor shall be able to adapt to any new CMS standard in order to submit deliverables. Unless specifically denoted as "workday(s)," all timeframes are in calendar days, calendar weeks, calendar months, etc. after the effective date of the contract.

Deliverables email: DMEMACDeliverA@cms.hhs.gov

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Requisition #	CAN	Appropriation	Object Class	Amount
R-767-1-7507-29	15992126	750/10511	256G	[redacted]

G.2 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

- Travel Costs (Including Foreign Travel)

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

- Per Diem

Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where overnight stay is necessary 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).

- 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 Cost and Payment (FAR 52.216-7)" for cost reimbursement contracts. Expendable material costs for items such as office supplies, report paper, etc., and tools of the trade shall be priced in accordance with the Contractor's approved accounting practices or standards, as applicable. The Contractor shall be required to support all material costs claimed.

- 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.3 DISSEMINATION, PUBLICATION & DISTRIBUTION OF INFORMATION

- 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.

- 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 stipulated. 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.

- 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.

- 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.

- Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the COTR 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 is requested pursuant to the Federal Freedom of Information Act.

- The COTR 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.

- 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 COTR shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the COTR may insist that the presentation contain, in a manner of equal importance, materials, which show the government's problem with the presentation.

- The Contractor agrees to acknowledge support by CMS whenever reports of projects funded, in whole or in part, by this contract are published in any medium. The Contractor shall include in any publication resulting from work under this contract, an acknowledgment substantially, as follows:

"The analyses upon which this publication is based were performed under Contract Number HHSM-500-2011-M0001Z, entitled, Durable Medical Equipment (DME) Medicare Administrative Contractor (MAC) Jurisdiction A."

Sponsored by the Centers for Medicare & Medicaid Services, Department of Health & Human Services."

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

G.4 SUBCONTRACTING REPORTING

The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, veteran-owned and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (eSRS) via the internet at http://www.esrs.gov. The Individual Subcontracting Report (ISR), formerly SF294, shall be submitted semi-annually for the periods of October 1 through March 31 and April 1 through September 30. The Summary Subcontracting Report (SSR), formerly, SF 295 shall be submitted annually for the period of October 1 through September 30. The report(s) shall be delivered not more than thirty (30) calendar days following the close of each period covered.

G.5 SUBCONTRACTING PROGRAM FOR SMALL AND SMALL DISADVANTAGED BUSINESSES

The contractor hereby agrees to implement the conditions of the subcontracting plan submitted and approved by the Contracting Officer for this contract. The Small Business and Small Disadvantaged Business Subcontracting Plan is hereby incorporated and made a part hereof as Attachment J-3 of this contract.

G.6 SUBCONTRACT CONSENT

- To facilitate the review of a proposed subcontract by the COTR 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 COTR's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

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

[redacted]

G.7 SERVICE OF CONSULTANTS/ SUBCONTRACTORS

- For the purposes of this contract, consultants are considered subcontractors. The Contractor shall follow the procedures established in FAR Clause 52.244-2. The Contracting Officer shall review the request for subcontract approval and the COTR's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.

- 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.

Name	Rate Per Hour	Number of Hours	Total Cost Not to Exceed

G.8 GOVERNMENT REPRESENTATIVES

The following CMS personnel are the points of contact for this contract:

CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

Attn: [redacted]
Centers for Medicare & Medicaid Services
Centers for Medicare Management (CMM)
Medicare Contractor Management Group (MCMG),
Attn: [redacted]
7500 Security Boulevard
Baltimore, MD 21244-1850
[redacted]
Email [redacted]

CONTRACTING OFFICER (CO)

Attn: [redacted]
Centers for Medicare & Medicaid Services
Office of Acquisition and Grants Management
Division of Medicare Contracts
Attn: [redacted]
7500 Security Boulevard
Baltimore, MD 21244-1850
[redacted]
Email [redacted]

CONTRACT SPECIALIST (CS)

Centers for Medicare & Medicaid Services
Office of Acquisition and Grants Management
Division of Medicare Contracts
[redacted]
7500 Security Boulevard
Baltimore, MD 21244-1850
[redacted]

G.9 CONTRACTING OFFICER RESPONSIBILITY

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

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

- Enter into and commit/bind the Government by contract for supplies or services;
- Accept nonconforming work or waive any requirement of this Contract;
- Authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract; and
- Modify any term or condition of this Contract, i.e., make any changes in the SOW; modify/extend the period of performance; change the delivery schedule.

G.10 CONTRACTOR PROJECT MANAGER

[redacted] will serve as Project Manager. It will be her responsibility to obtain the staff necessary and to direct the work for the conduct of this project. The Project Manager shall also keep the Government COTR and Business Function Leads (BFLs) up to date regarding all technical, cost and schedule-related issues. The Government reserves the right to approve any necessary successor to be designated as Project Manager.

G.11 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

- The following COTR(s) will represent the Government for the purpose of this contract:

  [redacted]

- The COTR 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 SOW 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; (6) providing technical direction in accordance with Section G.12; and (7) reviewing of invoices/vouchers.

- The COTR does not have the authority to act as an agent of the Government under this contract. Only the Contracting Officer has the authority to: (1) direct or negotiate any changes in the SOW; (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 COTR designation.

- The COTR may be assisted by the BFL. The BFLs will not have the authority to provide technical direction in accordance with Section G.12, 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 SOW 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.12 TECHNICAL DIRECTION

- Performance of the work under this contract shall be subject to the technical direction of the COTR. The term "technical direction" is defined to include, without limitation, the following:

  (1) 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 SOW.

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

  (3) 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.

- Technical direction must be within the general Scope of Work stated in the contract. The COTR 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 causes 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.

- All technical direction shall be issued in writing by the COTR or shall be confirmed by him/her in writing within five working days after issuance.

- The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this article and within his/her authority under the provisions of this article.

- If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories as defined in (l) through (4) above, the Contractor shall notify the Contracting Officer in accordance with FAR 52.243-1, Changes-Cost Reimbursement Alt I.

G.13 DESIGNATION OF PROPERTY ADMINISTRATOR

The CMS Property Administrator, Administrative Services Group, Office of Property and Space Management at (410) 786-2923, 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 Department of Health & Human Services (DHHS) Manual entitled, Contractor's Guide for Control of Government Property, (DEC 2008). This manual is provided under Section J, Attachment J-22 and is hereby made part of this contract.

G.14 GOVERNMENT FURNISHED PROPERTY

Pursuant to FAR Part 45 – Government Property and FAR clause 52.245-1, Government Property (JUN 2007), of this contract, the Government will furnish for performance of the work required herein a list of property, which is provided under Attachment J-5 and is hereby made part of this contract.

G.15 CONTRACTOR FURNISHED PROPERTY

The contractor will not be purchasing any Contractor Furnished Property for this contract.

G.16 INVOICING AND PAYMENT (See Attachment J-4, Billing Instructions)

- Submission of invoices for payment:

- Once each month following the effective date of this contract, the Contractor may submit to the Government an invoice for payment, in accordance with FAR clause 52.216-7 "Allowable Cost & Payment." The Government shall make provisional payments on all invoices pending the completion of a final audit of the Contractor's cost records.

  (1) To expedite payment, invoices shall be prepared and submitted as follows:

  (2) Original and four (4) copies shall be submitted to the address below:

  Department of Health & Human Services
  Centers for Medicare & Medicaid Services
  OFM/Division of Accounting Operations
  P.O. Box 7520
  7500 Security Boulevard
  Baltimore, MD 21207-0520

  –For overnight delivery:

  Department of Health & Human Services
  Centers for Medicare & Medicaid Services
  OFM/Division of Accounting Operations
  7500 Security Boulevard/Mailstop: C3-11-03
  Baltimore, MD 21244-1850

  (3) One (1) copy shall be sent to the COTR.

  (a) Content of invoice:
  (b) Contractor's name;
  (c) Invoice date;
  - (i) Contract number;
  - (ii) Description, CLIN, cost or price and quantity of property and/or services actually delivered or rendered, breakout of hours incurred by labor category;
  - (iii) Travel cost shall be broken down to include number of trips, numbers and name of individuals per trip, mode of transportation, mileage charge and length of stay;
  - (iv) Other substantiating documentation or information as required by the contract;
  - (v) Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent and notify in the event of defective invoice; and
  - (vi) Period of performance or delivery date of goods or services provided.

- Invoice payment
  Reimbursement for invoices submitted under this contract shall be made not later than thirty (30) days after receipt of the original invoice from the Contractor in the copies requested at the paying office designated above.

Payment will be authorized after the Division of Accounting has received a certification of the invoice by the COTR and verification that the invoice amount is consistent with the schedule set forth under Section B of this contract. 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 the Office of Financial Management/Accounting Management Group, ATTN: Jean Katzen on (410) 786-5423 or Suzanne Turgeon on (410) 786-1924.

- Interest on overdue payment

  The Prompt Payment Act, Public Law 97-177 (96 Stat.85.31 U.S.C. 1801) and FAR 52.232-25 Prompt Payment (OCT 2003), is applicable to payments under this contract and requires the payment of interest on payments made more than 30 days after receipt of an invoice by the Division of Accounting Operations, pursuant to FAR 32.907. Determinations 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.17 SEPARATION OF MEDICARE INTEGRITY PROGRAM AND PROGRAM MANAGEMENT FUNDING

Funding for Medicare Integrity Program activities under section 1893 of the Social Security Act is derived from a different source than funding for the other functions (called "Program Management functions") which the Contractor performs pursuant to the authority of section 1874A of the Social Security Act. Therefore, separate accounts shall be designated for Medicare Integrity Program activities and the Program Management functions which the Contractor performs pursuant to the authority of section 1874A. The Contractor shall separately account for costs incurred to perform Medicare Integrity Program activities and its Program Management functions under this contract. In no event shall the Contractor apply funding which is designated for Medicare Integrity Program activities to costs incurred in performing its Program Management functions authorized by section 1874A; similarly, the Contractor shall not apply funding designated for costs incurred in performing its Program Management functions under section 1874A to Medicare Integrity Program activities.

G.18 SEPARATION OF TRUST FUND EXPENDITURES/ACCOUNTING FROM ADMINISTRATIVE EXPENDITURES/ACCOUNTING

Any costs which are properly chargeable by a provider of services, physician, or supplier as benefit costs in accordance with Title XVIII of the Social Security Act, its implementing regulations and this contract, shall not be chargeable to this contract as administrative costs (i.e., either Medicare Integrity Program or Program Management costs). The Contractor shall separately account for benefit payments made by it from costs incurred to perform its Medicare Integrity Program activities and its Program Management functions under this contract.

G.19 COMPLEMENTARY CREDITS

The contractor shall separately account for complementary credits and reflect the current and cumulative totals on their monthly invoice. The estimated amounts for complementary credits shall be shown as a reduction to the total costs amount (i.e.: After application of any fees) within each applicable CLIN. Complementary Credits for crossover claims will be accounted for on a cash basis.

G.20 METHOD OF PAYMENT

In accordance with FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003), the Centers for Medicare & Medicaid Services (CMS) shall only make an electronic reimbursement/payment.

In accordance with FAR 52.204-7, Central Contractor Registration (APR 2008), the contractor must register in the Central Contractor Registration (CCR) database.

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.

G.21 CORRESPONDENCE PROCEDURES

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

- Technical Correspondence - Technical correspondence (as used herein, this term excludes correspondence which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this contract) shall be addressed to the COTR with an informational copy of the basic correspondence to the Contracting Officer.

- Other Correspondence - All other correspondence shall be addressed to the Contracting Officer with an informational copy of the basic correspondence to the COTR.

- 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:

  EXAMPLE: Contract No. - HHSM-500-2011-M0001Z
  Sequence # - XX (YEAR) – XXXX
  Subject - Request for Subcontract Consent

G.22 DATA TO BE DELIVERED

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.

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.23 PERFORMANCE EVALUATION AWARD FEE PLAN

The Performance Evaluation Award Fee Plan upon which the determination of award fee is based is identified herein as Attachment J-6. The award fee plan contains details on how the Contractor will be evaluated periodically for its performance. The general criteria upon which the Contractor will be evaluated substandard, expected or superior in performing each function includes such elements as efficiency, ingenuity, responsiveness, perceptiveness, thoroughness, timeliness, and resourcefulness.

The Contractor may submit self-evaluations of performance for each period under consideration. The Performance Evaluation Board in reaching its determination will consider these self-evaluations.

G.24 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 all work undertaken pursuant to the contract.

G.25 FINAL INDIRECT COST CEILING RATES – ADVANCE UNDERSTANDING

Indirect Rates by Fiscal Year

Contractor Fiscal Year	Indirect Cost Rate Description	Allocation Base	Indirect Cost Rate Ceiling
[redacted]			

Contractor Fiscal Year	Indirect Cost Rate Description	Allocation Base	Indirect Cost Rate Ceiling
[redacted]			

Contractor Fiscal Year	Indirect Cost Rate Description	Allocation Base	Indirect Cost Rate Ceiling
[redacted]			

Indirect Rates by Fiscal Year

Contractor Fiscal Year	Indirect Cost Rate Description	Allocation Base	Indirect Cost Rate Ceiling
[redacted]			

Contractor Fiscal Year	Indirect Cost Rate Description	Allocation Base	Indirect Cost Rate Ceiling
[redacted]			

Contractor Fiscal Year	Indirect Cost Rate Description	Allocation Base	Indirect Cost Rate Ceiling
[redacted]			

- Pursuant to FAR Clause 52.216-7, Allowable Cost and Payment, this advance understanding sets forth final indirect cost rate ceilings as delineated in the table above. Contractor reimbursement of allowable indirect costs by the Government is limited to the final indirect cost rate ceilings.

  Where indirect cost rates exceed the final indirect cost rate ceilings set forth in this advance understanding, the contractor shall only be reimbursed at the final indirect cost rate ceilings. The Government is not obligated to pay any additional amount whereby indirect costs are incurred above the established final indirect cost rate ceilings. The contractor shall not recoup amounts occasioned by the incurrence of indirect costs above the established final indirect cost rate ceilings on other contracts or grants with the Government.

  The contractor shall bill using actually experienced rates. The contractor shall only bill up to the indirect rate ceiling if its actually experienced indirect rate is higher. However, due to the fact that the contractor is funded at the provisional rates, prior Contracting Officer approval is required if additional funding is anticipated.

  This advance understanding shall not change any monetary ceiling, contract obligation, or specific cost allowable or disallowance provided for in this contract.

- In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified below:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6100 Building, Room 6B05
6100 Executive Blvd. MSC-7540
Bethesda, MD. 20892-7540

- The period or periods for which such rates will be established shall correspond to the contractor's fiscal year(s). The final rate proposal shall also be submitted to the Contracting Officer at:

  Centers for Medicare & Medicaid Services
  Office of Acquisition and Grants Management
  Attn: [redacted]
  7500 Security Boulevard, [redacted]
  Baltimore, MD 21244-1850

G.26 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 are 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, upon instructions from the Contracting Officer, 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 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.27 INCORPORATION OF CONFLICT OF INTEREST CERTIFICATE

The Contractor's Conflict of Interest Certificate, submitted in response to the solicitation's Section H.3, dated 01/25/2010, is hereby incorporated and made a part hereof of this contract (Attachment J-8).

G.28 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

The Contractor has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the contractor verified by submission of their proposal that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this contract (including the business size standard applicable to the NAICS code referenced for this contract), as of the date of this contract and are incorporated in this contract by reference.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HHSAR 352.270-5 KEY PERSONNEL (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government. All proposed substitutions must be submitted, in writing, to CMS at least thirty (30) days prior to the proposed substitution or as soon as reasonably known. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume and any other information required by CMS. All proposed substitutions must have qualifications equal to or greater than the person(s) being replaced.

When key personnel positions are vacated due to unforeseen circumstances, a proposed replacement shall be submitted in writing for approval no later than 30 calendar days from the date the position was vacated. Interim replacements should be identified when a permanent replacement cannot be identified within this time frame. The Centers for Medicare & Medicaid Services (CMS) may consider a 60-day interim replacement until a permanent replacement is secured.

The following individuals are considered "key" under this contract:

NAME	LABOR CATEGORY
	Project Manager
	Chief Information Officer
	Claims Processing Manager
	Compliance Officer
	Contract Administrator
	Implementation Project Director
	Chief Financial Officer
	Provider Customer Service Program Manager
	Systems Security Officer
	Program Safeguard Contractor and Zone Program Integrity Contractor Liaison
	Contractor Medical Director
	Medical Review Manager
	Statistical Expert

H.2 CONDITIONS OF PERFORMANCE

In addition to the performance requirements of this contract 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. In the event that revisions in legislation or regulations are enacted and do impact the performance requirements of this contract, the Contractor will have an opportunity to assess the cost and schedule impacts of such revisions and will, when applicable, be provided an equitable adjustment subject to the negotiated indirect cost ceiling(s) established in the contract.

H.3 CONFLICT OF INTEREST

a. General: It is essential that the Contractor and the services provided to Medicare beneficiaries under this contract be free, to the greatest extent possible, of all conflicts of interest. Except as provided below, the Contracting Officer shall not enter into a contract with an Offeror or maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved conflict of interest.

b. Disclosure: Contractors must disclose all actual, apparent and potential conflicts of interest to the Contracting Officer during the term of the contract in accordance with paragraph H.3.c. below. The Contractor shall have programs in place to identify, evaluate and mitigate all actual, apparent and potential conflicts of interest that preclude, or would appear to preclude, the Contractor from rendering impartial assistance or advice on work performed for this contract, or the Contractor's objectivity in performing the contract work is or might be otherwise impaired, or the Contractor has or obtains an unfair competitive advantage. The Contractor's Conflict of Interest Certificate, that includes the Contractor's plan to mitigate all actual, apparent and potential conflicts of interest identified during the term of the contract and certification that all work to be performed under this contract is free of unresolved conflicts of interest will be incorporated into the contract after award.

c. Conflict of interest identification:

1. Definitions: As used in this subpart, the following definitions apply:

(a) Financial relationship means—
(1) A direct or indirect ownership or investment interest (including an option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or
(2) A compensation arrangement with an entity.

(b) Conflict of interest—
Conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial

assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

For purposes of the DME MAC, the activities and relationships described include those of the Offeror or Contractor itself and other business related to it and those of officers, directors (including medical directors), managers, and subcontractors.

2. Identification of conflict:

(a) The Contracting Officer determines that an Offeror or Contractor has a conflict of interest, or the potential for the conflict exists, if-

(1) The Offeror or Contractor is an entity described in paragraph H.3.c.2.c of this section; or
(2) The Offeror or Contractor has a present, or establishes a future, direct or indirect financial relationship with an entity described in paragraph H.3.c.2.c of this section.

(b) A financial relationship may exist either—

(1) Through an Offeror's or Contractor's parent company, subsidiaries, affiliates, subcontractors, or current clients; or
(2) From the activities and relationships of the officers, directors (including medical directors), or managers of the Offeror or Contractor and may be either direct or indirect. An officer, director, or manager has an indirect financial relationship if an ownership or investment interest is held in the name of another but provides benefits to the officer, director, or manager.

Examples of indirect financial relationships are, but are not limited to, holdings in the name of a spouse or dependent child of the officer, director, or manager and holdings of other relatives who reside with the officer, director, or manager.

(c) For the purpose of identifying entities with conflicts of interest above, the entity is one that-
(1) Would review or does review, under the contract, Medicare services furnished by a provider or supplier that is a direct competitor of the Offeror or Contractor;
(2) Prepared work or is under contract to prepare work that would be reviewed under the DME MAC contract;
(3) Is affiliated, as that term is explained in FAR 19.101, with a provider or supplier to be reviewed under the contract.

(d) The Contracting Officer may determine that an Offeror or Contractor has a conflict of interest, or the potential for a conflict exists, based on the following:

(1) Apparent conflicts of interest. An apparent conflict of interest exists if a person believes that the Offeror or Contractor would have a conflict of interest in performing the requirements of a contract under this subpart. No inappropriate action by the Offeror or Contractor is necessary for an apparent conflict of interest to exist.
(2) Other contracts and grants with the Federal Government.

3. Exception. The Contracting Officer may contract with an Offeror or Contractor that has an unresolved conflict of interest if the Contracting Officer determines that it is in the best interest of the Government to do so.

4. Offeror's or Contractor's responsibility with regard to subcontractors. An Offeror or Contractor is responsible for determining whether a conflict of interest exists in any of its proposed or actual subcontractors at any tier and is responsible for ensuring that the subcontractors have mitigated any conflict of interest or potential conflict of interest. The contracting officer shall be notified of such identifications for a determination in accordance with H.3.b.

   A Contractor shall maintain documentation necessary to support its determination that its subcontractors have mitigated any conflict or potential conflict. A Contractor may require its subcontractors to follow the procedures for identifying, evaluating and disclosing conflicts of interest and potential conflicts of interest as contained herein.

5. Post-award conflicts of interest.
   (a) In addition to the conflicts identified in this section regardless of when such conflict may arise, the Contracting Officer considers that a conflict of interest has occurred if during the term of the contract—

      (1) The Contractor receives any fee, compensation, gift, payment of expenses, or any other thing of value from any entity that is reviewed or contacted during the normal course of performing activities under the DME MAC contract; or
      (2) The Contracting Officer determines that the Contractor's activities are creating a conflict of interest.

   (b) In the event the Contracting Officer determines that a conflict of interest exists during the term of the contract, the Contracting Officer may take action including, but not limited to:

      (1) Not renewing the contract for an additional term;
      (2) Modifying the contract; or
      (3) Terminating the contract.

d. Conflict of interest evaluation:

1. Disclosure. Offerors that wish to be eligible for the award of a DME MAC contract under this subpart and DME MAC contractors, must submit, at times specified in paragraph H.3.d.2. of this section, a Conflicts of Interest Certificate. The Certificate must contain the information specified in paragraphs H.3.d.1 (a) through (i) of this section as follows:

   (a) A description of all business or contractual relationships or activities that the Contractor's compliance officer has determined could be viewed as a conflict of interest.
   (b) A description of the methods the Offeror or Contractor will apply to mitigate any situations listed in the Certificate that could be identified as a conflict of interest.
   (c) A description of the Offeror's or Contractor's program to monitor its compliance and the compliance of its proposed and actual subcontractors with the conflict of interest requirements as identified in the relevant solicitation.
   (d) A description of the Offeror's or Contractor's plans to contract with an independent auditor to conduct an annual conflict of interest audit.
   (e) A description of all other Medicare contracts held by the Contractor, its parent company, subsidiaries or other affiliated entities.
   (f) An affirmation, using language provided below, signed and dated by an official authorized to bind the Contractor:

      I, (Name and Title), certify that to the best of my knowledge and belief: 1) I am an official authorized to bind the entity; 2) the information contained in the Conflict of Interest Certificate is true and accurate as of (Date); and 3) I understand that the Contracting Officer may consider any deception or omission in this Certificate to be grounds for non-consideration for contract award, modification or nonrenewal or termination of the current contract, and/or other contract or legal action.

      An Offeror shall submit an affirmation certifying the information to be true and accurate as of the date the proposal is submitted. Upon award, the Contractor shall submit an updated affirmation, if necessary, certifying the information to be accurate as of the date of contract award.

   (g) Corporate and organizational structure.
   (h) Financial interests in other entities, including the following:
      (1) Percentage of ownership in any other entity.
      (2) Income generated from other sources.
      (3) A list of current or known future contracts or arrangements, regardless of size, with any--
         (i) Insurance organization or subcontractor of an insurance organization; or
         (ii) Providers or suppliers furnishing health services for which payment may be made under the Medicare program.

(4) In the case of contracts or arrangements identified in accordance with paragraph H.3.d.1.(g)(3) of this section, the dollar amount of the contracts or arrangements, the type of work performed, and the period of performance.
   (i) The following information for all of the Offeror's or Contractor's officers, directors (including medical directors), and managers who would be, or are involved with, the performance of this DME MAC contract:
      (1) The information required under paragraphs H.3.d.1 (a), H.3.d.1.(g)(3) and (4) of this section.
      (2) The information specified in paragraphs H.3.d.1 (g)(1) and (2) of this section.

2. When disclosure is made. The Conflicts of Interest Certificate is submitted—

   (a) With the Offeror's proposal;
   (b) When the Contracting Officer requests a revision in the Certificate;
   (c) Within 45 days of any change in the information submitted in accordance with paragraph H.3.d.1 of this section. The first annual certification shall be submitted on the anniversary date that the contract became fully operational and annually thereafter; and
   (d) As part of the annual conflict of interest certification by an independent auditor.

3. Evaluation. The Contracting Officer evaluates conflicts of interest and potential conflicts, using the information provided in the Conflicts of Interest Certificate, and information from other sources in order to promote the effective and efficient administration of the Medicare program.

   For each conflict identified, the Contracting Officer will evaluate the plan proposed to mitigate the conflict to determine if the mitigation plan will allow the Contractor to render impartial assistance or advice to the Government; or the Contractor's objectivity in performing the contract work is not or will not be otherwise impaired; or the Contractor will not or has not obtained an unfair competitive advantage.

4. Protection of proprietary information disclosed.

   (a) CMS protects disclosed proprietary information as allowed under the Freedom of Information Act (5 U.S.C. 552).
   (b) The Contracting Officer requires signed statements from CMS personnel with access to proprietary information that prohibits personal use during the procurement process and term of the contract.

e. Conflict of Interest Resolution: Resolution of a conflict of interest is a determination that:

   (1) The conflict has been mitigated;
   (2) The conflict precludes award of a contract to the Offeror;
   (3) The conflict requires that the Contracting Officer modify an existing contract;

(4) The conflict requires that the Contracting Officer terminate an existing contract; or
(5) It is in the best interest of the Government to contract with the Offeror or Contractor even though the conflict exists.

H.4 APPROVAL OF CONTRACT ACQUIRED INFORMATION TECHNOLOGY (IT)

- The Contractor must obtain the Contracting Officer's written approval prior to the acquisition of any Information Technology (IT) investments over $50,000.00 (see FAR 2.101), for definition of IT) to ensure compatibility and successful integration with CMS's infrastructure/architecture.
- In performance of a system life cycle development project, the Contractor must submit to the COTR the technical specifications for each of the following incremental phase of the projected life cycle prior to the commencement of work.
  (1) Design and Engineering
  (2) Development, and
  (3) Testing
- Upon written approval from the Contracting Officer, the Contractor shall commence work under the approved technical specification for the authorized incremental phase.

H.5 HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA) BUSINESS ASSOCIATE PROVISION II

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 contract award, 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.6 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 contact by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the

Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

F. The contractor shall comply with the Rehabilitation Action, Section 508, Accessibility Standards as referenced below.
Federal Government Standards
Rehabilitation Act, Section 508, Accessibility Standards
29 U.S.C. 794d (rehabilitation Act as amended)
36 CFR 1194 (508 standards)
508 Standards: http://www.access-board.gov/sec508/standards.htm
Guide to Standards: http://www.access-board.gov/sec508/guide/index.htm
508 guide: http://cmsnet.cms.hhs.gov/hpages/cmm/dmsd/508Ref_Guide.doc

H.7 WAGE DETERMINATION

WD 2005-2241, Revision No. 11, Dated 06/15/2010 (State: Maine) Area: Maine Statewide is incorporated as Attachment J-9. WD 2005-2255, Revision No. 12, Dated 06/15/2010 (State: Massachusetts) Area: Plymouth County is incorporated as Attachment J-9.

H.8 INDEMNIFICATION

A. In the event the Contractor or any of its directors, officers, employees, or other persons who are engaged or retained by the Contractor to participate directly in the claims administration process are made parties to any judicial or administrative proceeding arising, in whole or in part, out of any functions under this contract in connection with any claims for benefits under Title XVIII of the Social Security Act by any individual entitled to such benefits or his assignee or provider of services, then the Secretary shall, to the extent permitted by law and this contract, indemnify the Contractor for all judgments, settlements, awards, and costs, in favor of such individual or his assignee or provider of services, incurred by the Contractor (or any of its directors, officers, or employees, or other persons who are engaged or retained by the Contractor to participate directly in the claims administration process) in connection therewith to the extent that such judgments, settlements, awards and costs relate to the Contractor's performance of its functions under the contract. Further, any reasonable administrative expenses directly or indirectly incurred by the Contractor (or any of its directors, officers, or employees, or by other persons who are engaged or retained by the Contractor to participate directly in the claims administration process) in connection with proceedings described in the preceding sentence, shall be reimbursable, to the extent permitted by law and this contract. Nothing in this paragraph shall be construed to permit the payment of costs not otherwise allowable, reasonable, or allocable under Part 31 of the Federal Acquisition Regulations.

B. The Secretary shall not provide indemnification for judgments, settlements, awards, or costs under paragraph A, and the Secretary shall not reimburse expenses as provided for in paragraph A, insofar as the liability for such judgment, settlement, award, or costs arises directly from conduct on the part of the Contractor determined by judicial

proceedings or the agency making the award to be criminal in nature, fraudulent, or grossly negligent. In the event that a judicial or administrative proceeding described in paragraph results in a judgment, settlement, award or claim for costs against the Contractor, but makes no explicit finding regarding the degree of culpability of the Contractor, the Secretary shall not provide indemnification under paragraph A if the CMS contracting officer makes a written determination that the Contractor's conduct was criminal in nature, fraudulent, or grossly negligent.

C. If indemnification is provided by the Secretary with respect to the Contractor under paragraph A before a determination is made under paragraph B that the Contractor's conduct was criminal in nature, fraudulent, or grossly negligent, the Contractor shall reimburse the United States within thirty days of such determination (or earlier if another date is ordered by a judicial or administrative proceeding described in paragraph A) for the amount of any indemnification paid by the United States in the discharge of the Secretary's obligations under paragraph A; provided, however, the Contractor shall not be required to reimburse the United States that portion of an award or judgment directly attributable to an allowable program benefit under Title XVIII of the Social Security Act.

D. In the event the Contractor (or any of its directors, officers, employees or other persons who are engaged or retained by the Contractor to participate directly in the claims administration process) is a party to any judicial or administrative proceeding described in paragraph A above, and proposes to negotiate a settlement or compromise of such proceeding prior to final judicial or administrative determination, the Contractor must first obtain the prior written approval of the CMS contracting officer.

E. Any indemnification under paragraph A above with respect to amounts paid under a settlement or compromise of a proceeding described in such paragraph are conditioned upon prior written approval by the CMS contracting officer of the final settlement or compromise. Administrative expenses (including expenses for outside counsel) which are incurred in connection with any settlement or compromise of any proceeding described in paragraph A shall only be reimbursable if such settlement was entered into with the prior written approval of the CMS contracting officer.

F. The availability of indemnification under paragraph A does not extend to judgments, settlements, awards, or costs relating to judicial or administrative proceedings against the Contractor (or any of its directors, officers, employees, or other persons who are engaged or retained by the Contractor to participate directly in the claims administration process) that do not arise from or relate to the functions of the Contractor under this contract (and which have no connection with claims for benefits under Title XVIII of the Social Security Act by any individual entitled to such benefits or his assignee or provider of services) or that arise from or relate to a violation of federal, state or local laws (except for that portion of any such judgment, settlement, award, or cost directly attributable to an allowable program benefit under Title XVIII of the Social Security Act).

G. If any judicial or administrative proceeding described in paragraph A is initiated against the Contractor (or any of its directors, officers, employees, or other persons engaged or retained by the Contractor to participate directly in the claims administration process), the

Contractor shall promptly notify the CMS contracting officer and the Office of General Counsel, Department of Health & Human Services as to the nature and venue of the proceeding. The Contractor shall cooperate fully and promptly with all requests for documents and assistance from CMS, such Office of General Counsel, the Department of Justice and any other agency operating within its lawful authority in connection with the investigation or defense of such proceeding.

H. If the Contractor wishes to engage outside counsel in connection with the defense of a proceeding described in this provision, the Contractor shall notify the CMS contracting officer. The Contractor shall obtain the prior written approval of the CMS contracting officer for all expenses related to such outside counsel.

I. The United States, at its sole discretion, may intervene as the party of interest and undertake the defense of any proceeding described in paragraph A. Notwithstanding any such action by the United States, the Contractor shall be reimbursed for outside counsel expenses if reasonable and allowable in accordance with FAR Part 31, and approved in accordance with paragraph H.

J. The full extent of indemnification and reimbursement under this provision for any judgments, settlements, awards, and costs shall be limited to five million dollars ($5,000,000) per proceeding, unless and until this contract is modified; provided, however, this limitation shall not apply to that portion of any judgment, settlement, award or cost directly attributable to an allowable program benefit under Title XVIII of the Social Security Act.

H.9 DISCLOSURE OF INFORMATION

The Contractor shall establish and maintain procedures and controls for the purpose of assuring that information contained in its records and obtained from CMS or from others in carrying out functions under this contract will be used by it and disclosed solely as provided in section 1106 of the Social Security Act and its implementing regulations (42 CFR Part 401, subpart B).

H.10 PARTICIPATION IN DEMONSTRATIONS

The Contractor shall, at the written request and approval of the Contracting Officer, engage or participate in statistical and research studies pertinent to the program under Parts A and B of Title XVIII of the Social Security Act as the Contracting Officer deems necessary. The Changes – Cost Reimbursement clause of this contract (FAR 52.243-2) shall apply to such activities.

H.11 SEPARATION OF CERTIFICATION AND DISBURSEMENT RESPONSIBILITIES

As a critical element of the system of internal controls required pursuant to this Contract (see C.3.3), the Contractor shall establish and maintain adequate procedures and controls to insure that any Medicare benefit payments pursuant to Title XVIII of the Social Security Act and this contract are made only upon proper certification (or authorization). In establishing and maintaining such procedures, the Contractor shall provide for separation of the functions of certification and disbursement. As one element of fulfilling the requirements of the preceding

two sentences, the Contractor shall designate one or more individuals to be accountable for the authorizing of Medicare benefit payments (and the certification as to their accuracy). The Contractor shall also designate one or more individuals (who shall not authorize or certify payments) to be accountable for the proper disbursement of such payments. The Contractor shall provide the Contracting Officer with a list of such designated certifying and disbursing officers prior to making any Medicare benefit payments, and should any such officers be unable to continue performing their responsibilities during the term of this contract (including all option periods), the Contractor shall promptly designate a replacement officer (or officers) and notify the Contracting Officer as to the identity of such replacement(s).

H.12 FIDELITY BONDS

Upon the written request of the Contracting Officer, the Contractor shall give a fidelity bond to the United States in such manner and in such amount as the Contracting Officer may deem appropriate. The expense of such bond (if required) shall be allowable, to the extent reasonable and allocable in accordance with Part 31 of the Federal Acquisition Regulation.

H.13 LIABILITY FOR MEDICARE BENEFIT PAYMENTS – CERTIFYING OFFICER

No individual designated pursuant to this contract as a certifying officer shall, in the absence of the reckless disregard of the individual's obligations or the intent by that individual to defraud the United States, be liable with respect to any payment certified by the individual pursuant to this contract. Nothing in the preceding sentence shall be construed to limit liability for conduct that would constitute a violation of sections 3729 through 3731 of Title 31, United States Code.

H.14 LIABILITY FOR MEDICARE BENEFIT PAYMENTS – DISBURSING OFFICER

No disbursing officer designated pursuant to this contract shall, in the absence of the reckless disregard of the officer's obligations or the intent by that officer to defraud the United States, be liable with respect to any payments made by such officer under this contract if it was based upon an authorization (which meets the applicable requirements for such internal controls established by the Comptroller General of the United States) of a certifying officer designated pursuant to this contract. Nothing in the preceding sentence shall be construed to limit liability for conduct that would constitute a violation of sections 3729 through 3731 of Title 31, United States Code.

H.15 LIABILITY FOR MEDICARE BENEFIT PAYMENTS – MEDICARE ADMINISTRATIVE CONTRACTOR

The Contractor shall not be liable to the United States for a payment by a certifying and disbursing officer unless, in connection with such payment, the Contractor acted with reckless disregard of its obligations under this contract or with intent to defraud the United States. Nothing in the preceding sentence shall be construed to limit liability for conduct that would constitute a violation of sections 3729 through 3731 of Title 31, United States Code.

H.16 LIABILITY FOR UNCOLLECTED OVERPAYMENTS

No certifying officer or disbursing officer shall be held liable for any amount certified or paid by such officer under this contract to any provider of services or other person where adjustment or recovery of such amount (as authorized by section 1870 of the Social Security Act, 42 United States Code 1395gg and this contract) is waived pursuant to such section 1870(c) or where adjustment authorized under section 1870(b) is not completed prior to the death of all persons against whose benefits such adjustment is authorized.

H.17 RECORD RETENTION

The contractor is responsible for records retention as defined in the Internet Only Manuals – IOM Pub 100-01, Chapter 7, Section 30 Files Maintenance. The section regarding Records Retention can be located at:

http://www.cms.hhs.gov/manuals/downloads/ge101c07.pdf

H.18 REPORTABLE EVENTS

The Contractor shall report to the CMS Contracting Officer and the CMS COTR whenever a known, probable or suspected reportable event, as defined below, is discovered. Reports to CMS shall be in accordance with the procedures set forth below.

- Definition of "Reportable Event." A "Reportable Event" means anything that involves the following: (1) a matter that a reasonable person would consider a violation of criminal, civil or administrative laws applicable to any Medicare contract or Federal health care program; or (2) integrity violations, including any known, probable or suspected violation of any Medicare contract term or provision. A reportable event may be the result of an isolated event or a series of occurrences. Reportable events that are subject to reporting under these procedures include reportable events that occur at the Contractor or any of its subcontractors, consultants, vendors or agents.

- If the Contractor discovers, through any means, a known, probable or suspected reportable event, the Contractor shall provide to CMS an initial written report within 30 calendar days of discovering the reportable event. Within 45 calendar days of the date of the initial report, the Contractor shall provide to CMS a written final investigative report on the reportable event. If the Contractor is unable to complete its investigation within this 45-day period, the Contractor shall provide to CMS a written request for an extension of time to complete its investigation and submit its final written investigative report. The request for an extension of time must specify the reasons for the request and a proposed new due date for the final written investigative report. The Contractor shall submit its written final investigative report by this new due date, unless the CMS contracting officer specifies another due date in writing.

- The Contractor's initial written report shall include the following information:

(1) If the reportable event is the result of a known, probable or suspected violation of criminal, civil or administrative law or a violation of a Medicare contract term or provision, the report shall describe the reportable event with as much specificity as possible, including the following:

(a) The law, regulation or contract term implicated.

(b) The persons involved and the department(s) within the Contractor's operation that are affected.

(c) The time period of the reportable event.

(d) A determination as to the extent that the reportable event has affected, or is affecting performance under the contract.

(e) Any corrective action taken, or intended to be taken, by the Contractor.

(2) If the reportable event results in a significant overpayment, relating to either the Medicare Trust Funds or contractual administrative costs, the report must describe the overpayment with as much specificity as possible as of the time of the due date for the submission of the report, including the following:

(a) The amount of the overpayment. If the overpayment has not been quantified, the contractor must provide its best estimate of the amount of the overpayment.

(b) The nature of the overpayment and the reason for the overpayment.

(c) The time period of the overpayment.

(d) Any corrective action taken, or intended to be taken, by the Contractor.

(e) The Contractor's plan to recover or repay the overpayment in accordance with the requirements of law, regulation, and this contract relating to Medicare Trust Fund payments and contractual administrative costs (whichever may apply in the particular case).

- The final written report shall include the following information:

(1) The report shall address all the required information for the initial written report, as described above.

(2) A statement as to whether the Contractor considered changing any policies and procedures or retraining its employees to prevent the recurrence of this or other similar reportable events. If policies and procedures were changed, or retraining occurred, or will occur, the Contractor shall describe the changes and/or the training that has been done or will be done in the future.

(3) A corrective action plan prepared in accordance with CMS policies and procedures.

(4) A statement that the Contractor's internal investigative file on the reportable event is available to CMS for audit, inspection or reproduction.

(5) The name(s) of the person(s) who conducted the investigation.

(6) The Contractor shall submit its initial and final written reports, as well as any request for extension of due dates for such reports under this provision, to the Contracting Officer, the COTR, the CMS Compliance Officer and/or their designees.

H.19 WORK PERFORMED OUTSIDE THE UNITED STATES AND ITS TERRITORIES

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

- All contract terms regarding system security
- All contract terms regarding the confidentiality and privacy requirements for information and data protection
- All contract terms that are otherwise relevant, including the provisions of the SOW
- Corporate compliance
- All laws and regulations applicable to the performance of work outside the United States
- The best interests of the United States

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

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

C.3.1	Security
C.3.2	Compliance Program
H.1	Confidentiality of Information
H.5	HIPAA

H.20 SYSTEMS OF RECORDS

The Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued by the Secretary pursuant thereto, are applicable to this contract, and to all subcontractors there under to the extent that the design, development, operation or maintenance of a system of records as defined in the Privacy Act is involved. The following system of records will be applicable to this contract and made available to the Contractor:

Carrier Medicare Claims Record (CMC)
System Record Number: 09-70-0501

Common Working File (CWF)
System Record Number: 09-70-0526

Intern and Resident Information System (IRIS)
System Record Number: 09-70-0524

Provider Enrollment Chain and Ownership System (PECOS)
System Record Number: 09-70-0532

H.21 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, task order or delivery order shall be required to undergo a background investigation. CMS will initiate and pay for any required background investigation(s).

After contract award, the CMS COTR and the Security and Emergency Management Group (SEMG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract, task order or delivery order. 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:

- SF-85, Questionnaire for Non-Sensitive Positions, 09/1995
- SF-85P, Questionnaire for Public Trust Positions, 09/1995
- OF-612, Optional Application for Federal Employment, 12/2002
- OF-306, Declaration for Federal Employment, 01/2001
- Credit Report Release Form

- FD-258, Fingerprint Card, 5/99, and
- 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.

(2) Moderate Risk (Level 5)

Level 5 Public Trust positions include those involving policymaking, major program responsibility, and law enforcement duties that are associated with a "Moderate Risk." Also included are those positions involving access to or control of unclassified sensitive, proprietary information, or financial records, and those with similar duties through which the incumbent can realize a significant personal gain or cause serious damage to the program or Department.

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.

(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.

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

Centers for Medicare & Medicaid Services
Office of Operations Management
Security and Emergency Management 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 SEMG (see link under 7 CMS-730A above). The Contractor and the COTR 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, SEMG may need to contact the contractor employee directly. The Security Investigation Liaison may be required to facilitate such contact.

SEMG will fingerprint contractor personnel and send their completed investigative package to the Office of Personnel Management (OPM). OPM will conduct the background investigation. Badges will not be provided by SEMG until acceptable finger print results are received; until then the contractor employee will be considered an escorted visitor. The Contractor remains fully responsible for ensuring contract, task order or delivery order performance pending completion of background investigations of contractor personnel.

SEMG shall provide written notification to the CO with a copy to the COTR of all suitability decisions. The COTR 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 SEMG determines to be ineligible may be required to cease working on the contract immediately.

The Contractor shall report immediately in writing to SEMG with copies to the CO and the COTR, 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 SEMG 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.

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

Work Performed Outside the United States and its Territories:

The contractor, and its subcontractors, shall not perform any activities under this contract at a location outside of the United States, including the transmission of data or other information

outside the United States, without the prior written approval of the Contracting Officer. The factors that the Contracting Officer will consider in making a decision to authorize the performance of work outside the United States include, but are not limited to the following:

(a) All contract terms regarding system security

(b) All contract terms regarding the confidentiality and privacy requirements for information and data protection

(c) All contract terms that are otherwise relevant, including the provisions of the SOW

(d) Corporate compliance

(e) All laws and regulations applicable to the performance of work outside the United States

(f) The best interest of the United States

In requesting the Contracting Officer's authorization to perform work outside the United States, the contractor must demonstrate that the performance of the work outside the United States satisfies all of the above factors. If, in the Contracting Officer's judgment, the above factors are not fully satisfied, the performance of work outside the United States will not be authorized. Any approval to employ or outsource work outside of the United States must have the concurrence of the CMS SEMG Director or designee.

H.22 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.

H.23 CONTRACTOR PERFORMANCE EVALUATION(S)

In accordance with Federal Acquisition Regulation (FAR) 42.15, CMS will complete annual and final contractor performance evaluations. Annual evaluations will be prepared to coincide with the anniversary date of the contract. Additional interim performance evaluations may be prepared at Contracting Officer discretion, as necessary. Final performance evaluations will be completed upon contract expiration.

CMS will utilize the Contractor Performance Assessment Reporting System (CPARS) in order to execute annual and final contractor performance evaluations. CPARS is a secure Internet website located at http://www.cpars.csd.disa.mil/cparsmain.htm. CMS will register the contractor in CPARS upon receipt of the name and email address of two (2) individuals who will be responsible for serving as the Contractor's primary and alternate CPARS contacts. Once CMS registers the contractor in CPARS, the Contractor will receive an automated CPARS email message that contains User IDs and instructions for creating a password.

Once a performance evaluation is issued, the Contractor's primary and alternate CPARS contact will receive an email instructing them to logon to CPARS in order to review the performance evaluation. The Contractor has 30 days from the date of performance evaluation issuance in which to review the evaluation. If the Contractor is in agreement with the performance evaluation outcome, the evaluation becomes final. Should the Contractor be in disagreement with the performance evaluation outcome, rebuttal comments must be submitted via the CPARS within 30 days from date the evaluation was issued by CMS. Any disagreement between the Contracting Officer and the Contractor will be referred to the Deputy Director, CMS Office of Acquisition and Grants Management, whose decision will be final.

Copies of each performance evaluation and contractor responses, if any, will be retained as part of the official contract file and will be used to support future award decisions. Evaluations will also be stored for a 3-year period in the Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov.

Contractors may obtain CPARS training material and register for on-line training at http://www.cpars.csd.disa.mil/allapps/cpcbtdlf.htm. There is no fee for registration or use of the CPARS.

H.24 PRIVACY ACT 'SYSTEMS NOTICE'

The contractor will be required to sign a Privacy Act notice when they apply for a CMS user ID for CMS Data Center access.

H.25 PUBLICITY

Any news release, public announcement, advertisement, or publicity proposed to be released by the Contractor or subcontractor will be subject to the written approval of CMS prior to release.

H.26 FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA)

This clause applies to all organizations which possess or use Federal information, or which operate, use or have access to Federal information systems (whether automated or manual), on behalf of CMS.

The central tenet of the CMS Information Security (IS) Program is that all CMS information and information systems shall be protected from unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft—whether accidental or intentional. The security safeguards to provide this protection shall be risk-based and business-driven with

implementation achieved through a multi-layered security structure. All information access shall be limited based on a least-privilege approach and a need-to-know basis, i.e., authorized user access is only to information necessary in the performance of required tasks. Most of CMS' information relates to the health care provided to the nation's Medicare and Medicaid beneficiaries, and as such, has access restrictions as required under legislative and regulatory mandates.

The CMS IS Program has a two-fold purpose:

- To enable CMS' business processes to function in an environment with commensurate security protections, and
- To meet the security requirements of federal laws, regulations, and directives.

The principal legislation for the CMS IS Program is Public Law (P.L.) 107-347, Title III, Federal Information Security Management Act of 2002 (FISMA), http://csrc.nist.gov/drivers/documents/FISMA-final.pdf. FISMA places responsibility and accountability for IS at all levels within federal agencies as well as those entities acting on their behalf. FISMA directs Office of Management and Budget (OMB) through the Department of Commerce, National Institute of Standards and Technology (NIST), to establish the standards and guidelines for federal agencies in implementing FISMA and managing cost-effective programs to protect their information and information systems. As a contractor acting on behalf of CMS, this legislation requires that ***the Contractor shall***:

- Establish senior management level responsibility for IS,
- Define key IS roles and responsibilities within their organization,
- Comply with a minimum set of controls established for protecting all Federal information, and
- Act in accordance with CMS reporting rules and procedures for IS.

Additionally, the following laws, regulations and directives and any revisions or replacements of same have IS implications and are applicable to all CMS contractors.

- P.L. 93-579, The Privacy Act of 1974, http://www.usdoj.gov/oip/privstat.htm , (as amended);
- P.L. 99-474, Computer Fraud & Abuse Act of 1986, www.usdoj.gov/criminal/cybercrime/ccmanual/01ccma.pdf P.L. 104-13, Paperwork Reduction Act of 1978, as amended in 1995, U.S. Code 44 Chapter 35, www.archives.gov/federal-register/laws/paperwork-reduction;
- P.L. 104-208, Clinger-Cohen Act of 1996 (formerly known as the Information Technology Management Reform Act), http://www.cio.gov/Documents/it_management_reform_act_Feb_1996.html;

- P.L. 104-191, Health Insurance Portability and Accountability Act of 1996 (formerly known as the Kennedy-Kassenbaum Act) http://aspe.hhs.gov/admnsimp/pl104191.htm;

- OMB Circular No. A-123, Management's Responsibility for Internal Control, December 21, 2004, http://www.whitehouse.gov/omb/circulars/a123/a123_rev.html;

- OMB Circular A-130, Management of Federal Information Resources, Transmittal 4, November 30, 2000, http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html;

- NIST standards and guidance, http://csrc.nist.gov/; and,

- Department of Health and Human Services (DHHS) regulations, policies, standards and guidance http://www.hhs.gov/policies/index.html

These laws and regulations provide the structure for CMS to implement and manage a cost-effective IS program to protect its information and information systems. Therefore, the Contractor shall monitor and adhere to all IT policies, standards, procedures, directives, templates, and guidelines that govern the CMS IS Program, http://www.cms.hhs.gov/informationsecurity and the CMS System Lifecycle Framework, http://www.cms.hhs.gov/SystemLifecycleFramework.

The Contractor shall comply with the CMS IS Program requirements by performing, but not limited to, the following:

- Implement their own IS program that adheres to CMS IS policies, standards, procedures, and guidelines, as well as industry best practices;

- Participate and fully cooperate with CMS IS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities;

- Provide upon request results from any other audits, reviews, evaluations, tests and/or assessments that involve CMS information or information systems;

- Report and process corrective actions for all findings, regardless of the source, in accordance with CMS procedures;

- Document its compliance with CMS security requirements and maintain such documentation in the systems security profile;

- Prepare and submit in accordance with CMS procedures, an incident report to CMS of any suspected or confirmed incidents that may impact CMS information or information systems; and

- Participate in CMS IT information conferences as directed by CMS.

If the contractor believes that an updated IS-related requirement posted to the CMS website may result in a significant cost impact, the contractor may submit a request for equitable cost adjustment before implementing change.

SECTION I - CONTRACT CLAUSES

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

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

- The following general clauses are applicable:

52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACT OR SALES TO THE GOVERNMENT (SEP 2006)
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)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	PERSONAL IDENTITY VERIFICSTION OF CONTRACTOR PERSONNEL (SEPT 2007)
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	AUDIT AND RECORDS--NEGOTIATION (MAR 2009)
52.215-6	PLACE OF PERFORMANCE (OCT 1997)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 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 (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997), ALTERNATE IV (OCT 1997)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008), ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (Apr 2009)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.222-49	SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.223.18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-14	RIGHTS IN DATA – GENERAL (DEC 2007)
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
52.230-2	COST ACCOUNTING STANDARDS (OCT 2008)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (OCT 2008)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008) – ALTERNATE 1 (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002) – ALTERNATE I (DEC 1991)
52.233-2	SERVICE OF PROTEST (SEPT 2006)
52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUNE 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-2	PRODUCTION PROGRESS REPORTS (APR 1991) (Amendment 000003)
52.242-13	BANKRUPTCY (JUL 1995)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2009)
52.245-1	GOVERNMENT PROPERTY (JUN 2007)
52.245-9	USES AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- The following clauses are applicable to cost reimbursement contracts:

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

52.216-8 FIXED FEE (MAR 1997)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

52.232-20 LIMITATION OF COST (APR 1984)

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)

52.243-2 CHANGES – COST-REIMBURSEMENT (AUG 1987) – ALTERNATE I (APR 1984)

52.244-2 SUBCONTRACTS (JUN 2007) – ALT I (JUN 2007)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

52.249-14 EXCUSABLE DELAYS (APR 1984)

I.2 DEPARTMENT OF HEALTH & HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)

352.202-1 DEFINITIONS – ALTERNATE (h) (JAN 2006)

352.216-70 ADDITIONAL COST PRINCIPLES (JAN 2006)

352.227-70 PUBLICATION AND PUBLICITY (JAN 2006)

352.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (DEC 1991)

352.231-71 PRICING OF ADJUSTMENTS (JAN 2001)

352.233-71 LITIGATION AND CLAIMS (JAN 2006)

352.242-73 WITHHOLDING OF CONTRACT PAYMENTS (JAN 2006)

352.242-74 FINAL DECISIONS ON AUDIT FINDINGS (APR 1984)

352.270-1 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (JAN 2001)

I.3 FAR 52.203-14 – DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

- Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

- Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(a) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(b) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From
"Report Fraud"	http://oig.hhs.gov/fraud/hotline/OIG_Hotline_Poster.pdf

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- 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.

- 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.

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

I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- The Government may extend the term of this contract by written notice to the Contractor within 60 days; 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.

- If the Government exercises this option, the extended contract shall be considered to include this option clause.\

- The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.6 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- The use of overtime is authorized under this contract if the overtime premium does not **exceed** [redacted] of Direct Labor Dollars or the overtime premium is paid for work—

  (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

  (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

  (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

  (4) That will result in lower overall costs to the Government.

- Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

  (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

  (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

  (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

  (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.7 HHSAR 352.224-70 CONFIDENTIALITY OF INFORMATION (JAN 2006)

- Confidential information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

- 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.

- 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.

- Confidential information, as defined in paragraph (a) of this clause, shall not be disclosed without the prior written consent of the individual, institution, or organization.

- 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.

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

- The provisions of paragraph (d) of this clause shall not apply to conflicting or overlapping provisions in other Federal, State, or local laws.

I.8 HHSAR 352.232-9 WITHHOLDING OF CONTRACT PAYMENTS (JAN 2006)

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Excusable Delays" or "Default", as applicable. The Government shall immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

I.9 HHSAR 352.249-14 EXCUSABLE DELAYS (JAN 2006)

- Except with respect to failures of subcontractors, the Contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor.

- Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform, and if such failure arises out of causes beyond the control

of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to have failed in performance of the contract, unless:

(1) The supplies or services to be furnished by the subcontractor were obtainable from other sources,

(2) The Contracting Officer ordered the Contractor in writing to procure such supplies or services from such other sources, and

(3) The Contractor failed to comply with such order.

Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and if the Contracting Officer determines that any failure to perform was caused by circumstances beyond the control and without the fault or negligence of the Contractor, the delivery schedule shall be revised accordingly, subject to the rights of the Government under the termination clause contained in this contract. (As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.)

I.10 HHSAR 352.270-7 PAPERWORK REDUCTION ACT (JAN 2006)

- This contract involves a 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; therefore, the Paperwork Reduction Act of 1995 (Pub. L. 104–13) 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 Office of Management and Budget (OMB). Contractors and COTRs should be guided by the provisions of 5 CFR Part 1320 Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.

- The Contractor shall not expend any funds or begin any data collection until OMB Clearance is received. Once OMB Clearance is received from the COTR, the Contracting Officer shall provide the Contractor with written notification authorizing the expenditure of funds and the collection of data. The Contractor must allow at least 120 days for OMB clearance. Excessive delays caused by the Government which arise 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.

I.11 HHSAR 352.270–10 ANTI-LOBBYING (JAN 2006)

Pursuant to the current HHS annual appropriations act, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for (i) publicity or propaganda purposes; (ii) the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the

Congress or any State legislature itself; or (iii) payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

I.12 HHSAR 352.270–11 PRIVACY ACT (JAN 2006)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as HHS employees. These provisions also apply to all subcontracts awarded under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)). The contract work statement: (a) identifies the system(s) of records and the design, development, or operation work to be performed by the Contractor; and (b) specifies the disposition to be made of such records upon completion of contract performance.

I.13 HHSAR 352.270-19 ELECTRONIC INFORMATION AND TECHNOLOGY ACCESSSIBILITY (JAN 2006)

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by Public Law 105–220 under Title IV (Rehabilitation Act Amendments of 1998), all Electronic and Information Technology (EIT) developed, procured, maintained, and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. The complete text of Section 508 Final Standards can be accessed at http://www.access-board.gov/sec508/standards.htm.

The standards applicable to this requirement can be accessed at: http://www.access-board.gov/sec508/guide/index.htm, and http://cmsnet.cms.hhs.gov/hpages/cmm/dmsd/508Ref_Guide.doc

Vendors may document conformance using Voluntary Product Accessibility Template at http://www.itic.org/archives/articles/20040506/faq_voluntary_product_accessibility_template_vpat.php].

Vendors should provide detailed information necessary for determining compliance, including defined contractor-incidental exceptions.

SECTION J - LIST OF ATTACHMENTS

J.1	STATEMENT OF WORK (SOW)
J.1.A.	MAC SHARED SYSTEM BASE NON-BASE
J.1.A.A.	BASE REPORTS PSCs ZIPCs NEED
J.1.B.	SOW APPENDICES
J.2	DELIVERABLES DME MAC
J.3	SMALL BUSINESS SUBCONTRACTING PLAN
J.4	BILLING INSTRUCTIONS
J.5	GFP-GFI DME MAC
J.6	AWARD FEE PLAN
J.6.A.	AWARD FEE PLAN SELF-ASSESSMENT TEMPLATE
J.6.B.	AWARD FEE PLAN MRN SCORING
J.7	CONTRACTOR'S GUIDE FOR CONTROL OF GOVERNMENT PROPERTY (DEC 2008)
J.8	CONTRACTORS CONFLICT OF INTEREST CERTIFICATE
J.9	WAGE DETERMINATION – Hingham, MA
J.9.A.	WAGE DETERMINATION – Biddeford, ME