

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 70	
2. CONTRACT (Proc. Inv. Item) NO. HNSM-500-2008-000301				3. EFFECTIVE DATE 09/30/2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CMS, OAGH, MCG, DMSC 7500 SECURITY BLVD., M5: C2-21-15 BALTIMORE MD 21244-1850		CODE DMSC		9. ADMINISTERED BY (If other than Item 5) Monica Carter Contract Specialist 410-786-7432		CODE AGG/MC	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SafeGuard Services LLC 5400 Legacy Drive Plano TX 75024-3105				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
CODE 9726055926 FACILITY CODE				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR Not Applicable		CODE N/A		12. PAYMENT WILL BE MADE BY DHHS, CMS, OFM, AMG Div. of Financial Operations P.O. Box 7520 Baltimore MD 21207-0520		CODE ACCT	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (a) (1) <input type="checkbox"/> 41 U.S.C. 253 (c) (1)				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT							\$0.00
18. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	56-69
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6-10	X	J	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	70
X	C	DESCRIPTION/SPEC. WORK STATEMENT	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	D	PACKAGING AND MARKING	12				
X	E	INSPECTION AND ACCEPTANCE	13	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	14	L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	15-28	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	29-55				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are filed 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 condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or Print)				20A. NAME OF CONTRACTING OFFICER THERESA A. SCHULTZ			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 9/30/08		20B. UNITED STATES OF AMERICA BY <i>Theresa Schultz</i>		20C. DATE SIGNED 9/30/08	
BY (Signature of person authorized to sign)				18. AWARD CONTRACTING OFFICER		STANDARD FORM 35 (Rev. 4-84) Prescribed by GSA FAR (48 CFR) 33.214(b)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HHSM-500-2008-00030I	2	70

NAME OF OFFEROR OR CONTRACTOR
SafeGuard Services LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Tax ID Number: 20-4734369 DUNS Number: 801993788 ZPIC UMBRELLA - ZONE 7 Delivery: 10/31/2013 Period of Performance: 09/30/2008 to 01/31/2009 TASK ORDER LINE ITEM Obligated Amount: \$0.00				0.00

TABLE OF CONTENTS

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- B.1 DESCRIPTION OF SERVICES
- B.2 TYPE OF CONTRACT
- B.3 DETERMINATION OF ORDER TYPE/PRICES/COSTS
- B.4 MINIMUM AND MAXIMUM AMOUNTS
- B.5 INDIRECT COST RATES (Cost Reimbursement Task orders)
- B.6 LABOR RATES (Time and Material (T&M) Task orders)
- B.7 TRAVEL/OTHER DIRECT COSTS/MATERIAL (Cost Reimbursement Task orders including T&M)
- B.8 FIXED FEE (Cost Plus Fixed Fee Task orders)
- B.9 AWARD FEE (Cost Plus Award Fee Task orders)
- B.10 HHSAR 352-9 WITHHOLDING OF CONTRACT PAYMENTS (JAN 2006)
- B.11 INCREMENTAL FUNDING

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 STATEMENT OF WORK
- C.2 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

SECTION D - PACKAGING AND MARKING

- D.1 PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE

- E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- E.2 INSPECTION AND ACCEPTANCE
- E.3 ACCEPTANCE BY THE PROJECT OFFICER/GOVERNMENT TASK LEADER

SECTION F - DELIVERIES OR PERFORMANCE

- F.1 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- F.2 PERIOD OF PERFORMANCE
- F.3 ITEMS TO BE FURNISHED AND DELIVERY SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

- G.1 ACCOUNTING AND APPROPRIATION DATA
- G.2 INVOICING AND PAYMENT

- G.3 METHOD OF PAYMENT
- G.4 AUDIT OF HOURS
- G.5 PROJECT OFFICER (PO)/GOVERNMENT TASK LEADER (GTL)
- G.6 TECHNICAL DIRECTION
- G.7 CONTRACTING OFFICER RESPONSIBILITY
- G.8 PROJECT DIRECTOR/PROJECT MANAGER
- G.9 HHSAR 352.270-5 KEY PERSONNEL (JAN 2006)
- G.10 CORRESPONDENCE PROCEDURES
- G.11 SERVICE OF CONSULTANTS/SUBCONTRACTORS
- G.12 SUBCONTRACTING REPORTING (Only for Large Businesses)
- G.13 SUBCONTRACTING PROGRAM FOR SMALL AND DISADVANTAGED BUSINESSES
- G.14 SUBCONTRACT CONSENT
- G.15 USE OF GOVERNMENT DATA (REPORTS/FILES/COMPUTER TAPES OR DISCS)
- G.16 DISSEMINATION, PUBLICATION AND DISTRIBUTION OF INFORMATION
- G.17 WORKING PAPERS
- G.18 DATA TO BE DELIVERED
- G.19 DESIGNATION OF PROPERTY ADMINISTRATOR
- G.20 PROPERTY ADMINISTRATION
- G.21 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE
- G.22 TASK ORDER PROCEDURES
- G.23 TASK ORDER PROPOSALS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

- H.1 CONTRACT RENEWAL
- H.2 CONFLICT OF INTEREST
- H.3 HHSAR 352.224-70 CONFIDENTIALITY OF INFORMATION (JAN 2006)
- H.4 COMPLIANCE PROGRAM
- H.5 REPORTABLE EVENTS
- H.6 DISCLOSURE OF INFORMATION
- H.7 HIPAA BUSINESS ASSOCIATE PROVISION II
- H.8 SYSTEMS OF RECORDS
- H.9 CONDITIONS OF PERFORMANCE
- H.10 EMPLOYMENT OF CMS PERSONNEL RESTRICTED
- H.11 APPROVAL OF CONTRACT ACQUIRED INFORMATION TECHNOLOGY (IT)
- H.12 HHSAR 352.270-19 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (JAN 2006)
- H.13 SECTION 508 – ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY
- H.14 REHABILITATION ACT, SECTION 508, ACCESSIBILITY STANDARDS
- H.15 SECURITY CLAUSE – BACKGROUND-INVESTIGATION FOR CONTRACTOR PERSONNEL

- H.16 HHSAR 352.270-7 PAPERWORK REDUCTION ACT (JAN 2001)
- H.17 CODE OF CONDUCT
- H.18 CONTRACTOR TERMINATION CMS BUILDING PASS
- H.19 WAGE DETERMINATION
- H.20 PERFORMANCE OF WORK
- H.21 INFORMATION SECURITY

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

- I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
- I.2 HHSAR 352.252-20 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)
<http://knownet.hhs.gov/acquisition/hhsar/default.htm>
- I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.4 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
- I.5 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
- I.6 FAR 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)
- I.7 HHSAR 352.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (DEC 1991)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 ZPIC IDIQ (UMBRELLA) STATEMENT OF WORK (USOW)
 - J.1.A ZPIC USOW Appendices A – K
 - J.1.B ZPIC USOW Appendices L - end
- J.8 BILLING INSTRUCTIONS
- J.12 SMALL BUSINESS SUBCONTRACTING PLAN
- J.13 RESERVED FOR INCORPORATION OF CONTRACTORS ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATE (Incorporated by Reference)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DESCRIPTION OF SERVICES

This is a single Indefinite Delivery/Indefinite Quantity (IDIQ) umbrella contract under which individual task orders will be awarded in support of the Centers for Medicare and Medicaid Services' (CMS) audit, oversight and anti-fraud, waste and abuse efforts associated with Part A, Part B, Part C, Medicare Prescription Drug Benefit (Part D), Durable Medical Equipment, Prosthetics, and Orthotics Supplier (DMEPOS), Home Health and Hospice (HH+H) and Medicaid. The Zone Program Integrity Contractor (ZPIC) shall provide and furnish the necessary and qualified personnel, facilities, equipment, materials, and supplies not otherwise provided by the Government, as needed to perform the requirements set forth in the Umbrella Statement of Work (USOW), Section J, Attachment J.1, and as indicated in each individual task order Statement of Work.

B.2 TYPE OF CONTRACT

This is a single IDIQ contract with provisions for Cost Reimbursement (CR) type pricing arrangements (includes Time and Materials (T&M)/Labor Hours) and Firm Fixed Price (FFP) type pricing arrangements under individual task orders.

This IDIQ will be available for use by the following agencies:

Centers for Medicare & Medicaid Services (CMS)

Office of Inspector General (OIG)

Department of Justice (DOJ)

Federal Bureau of Investigation (FBI)

Other Agencies that the Contracting Officer may approve during the term of the contract

Agencies identified above (other than CMS) will be provided with instructions and training on the use and implementation of this IDIQ process after award of the contract.

Task orders will be issued under this single IDIQ contract for specific work as identified throughout the life of the contract. Task orders may be awarded on either a Firm Fixed Price or Cost Reimbursement (including T&M) type pricing arrangement. The task order pricing arrangement will be determined at the time the task order is issued.

B.3 DETERMINATION OF ORDER TYPE/PRICES/COSTS

The determination of individual task order type pricing arrangements, i.e. CR or FFP,

will be dependent on the level of detail that the task order Statement of Work provides. Each task order Request for Proposal (RFP) sent to the Contractor will state the type of order deemed appropriate by the Contracting Officer.

B.4 MINIMUM AND MAXIMUM AMOUNTS

During the contract period of performance, inclusive of any contract renewal periods, the Government shall place orders totaling a:

- Minimum of \$20,000 (inclusive of all costs and fees); and
- Maximum amount not to exceed \$1,000,000,000 (inclusive of all costs and fees).

B.5 INDIRECT COST RATES (Cost Reimbursement Task orders)

PROVISIONAL AND FINAL

- a. Pursuant to the provisions of FAR 52.216-7 entitled "Allowable Cost & Payment (DEC 2002)," in Section I of this contract, the allowable Indirect Costs under this contract shall be obtained by applying the final rates or rates negotiated to the appropriate bases. The period or periods for which such rates will be established shall correspond to the Contractor's fiscal year(s). The final rate proposal is to be submitted to the Contracting Officer.

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

- b. Pending establishment of final rates for any period, provisional reimbursement will be made on the basis of the provisional rates shown below. To prevent substantial over or under payment, and to apply either retroactively or prospectively, provisional rates may, at the request of either party, be revised by mutual agreement. The Government will execute a contract modification upon receipt of DCAA's or the audit agency's indirect rate audit to incorporate the negotiated indirect rates. In the event the final indirect cost rates are less than the provisional rates, retroactive adjustments to both the applicable costs and award fee shall be made at the time of contract modification. The Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceilings stated below. In the event the audit determined final indirect cost rates are less than the original negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

Type	Cost Center	Provisional Rate	Ceiling Rate	Allocation Base
------	-------------	------------------	--------------	-----------------

Provisional				(a)
Provisional				(b)

(a)	
(b)	

- c. Reimbursement will be limited to the negotiated indirect cost ceilings established in the contract and the contractor's final rates are hereby limited to the negotiated indirect cost ceiling(s) stated above. The Government has no obligation to pay any additional amount to the contractor should the final indirect cost rates exceed the negotiated ceilings as stated in the contract.
- d. 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: Theresa Schultz, C2-21-15
7500 Security Boulevard
Baltimore, MD 21244-1850

B.6 LABOR RATES (Time and Materials (T&M)/Labor Hours (LH) Orders)

- a. The following fixed rates shall be utilized for T&M/LH type task orders. The Contractor is limited to the negotiated T&M/LH rate ceilings stated below for all T&M/LH task orders unless the contract is modified. Additional labor rates may be required for each particular task order and should be submitted for evaluation with the task order proposal. T&M/LH rates may need to be modified from time to time based on changing business needs and to avoid windfall profit when high dollar task orders are awarded. If it appears to either party that the labor rates below require revision, the Government, upon review of documentation submitted by the Contractor, may modify the contract to establish new ceilings, but in no case shall the Government reimburse the Contractor for more than the total estimated cost of each individual task order for which the rate(s) may be applied.

TIME AND MATERIALS/LABOR HOURS TASK ORDER FULLY

BURDENED LABOR RATES – See below

T&M/LH Rates will not be established until such time as a T&M/LH task order is awarded.

*** Key Personnel**

LABOR CATEGORY DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
*	\$	\$	\$	\$	\$

B.7 TRAVEL/OTHER DIRECT COSTS/ MATERIAL (Cost Reimbursement Task orders including T&M)

Travel, Material and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.216-7, Allowable Cost and Payment, and the Federal Travel Regulation as applicable. These items will not be separately priced in this contract, but will be set forth, when applicable, on each task order.

B.8 FIXED FEE (Cost-Plus-Fixed-Fee Task orders)

The Fixed Fee rate to be applied, as appropriate, to Cost Plus Fixed Fee task order is *(TBD upon award of first CPFF Task order Contract)*. FAR 52.216-8, Fixed Fee, applies individually to each task order.

B.9 AWARD FEE (Cost Plus Award Fee Task orders)

The amount of award fee the Contractor earns, if any, is based on an evaluation, as specified in the contract by the Government of the quality of the Contractor's performance. This will be accomplished in accordance with an Award Fee Evaluation Plan as established in the task order as applicable. The Government will unilaterally determine the amount of award fee in accordance with the plan. The Government may unilaterally change the plan at any time. However, any revisions to the evaluation criteria in the plan shall be presented to the Contractor prior to the evaluation period in which it will be used.

The award fee plan and payment schedule will be incorporated into the task order at Section B - Determination of Order Type/Prices/Costs. The plan will be an attachment to the task order.

B.10 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.

B.11 INCREMENTAL FUNDING

Incremental funding language will be incorporated into task orders as appropriate.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

Independently and as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work (SOW) as identified in Section J, Attachment J.1, entitled "Zone Program Integrity Contractor" Statement of Work, attached hereto and made a part of this solicitation.

C.2 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

The Contractor's Representations and Certifications, submitted in response to this solicitation's Section K, **shall be maintained electronically at:** www.bpn.gov/

The login site can be found at <http://orca.bpn.gov/login.aspx>

For details see: www.acqnet.gov/far/FAC/fac2001-26.pdf

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Deliverables shall be marked in accordance with the contract Section G.11, Correspondence Procedures, and Section J, Attachment J.1, entitled “Zone Program Integrity Contractor” Statement of Work, Appendix A, Items to be Furnished and Deliverables Schedule.

SECTION E – INSPECTION AND ACCEPTANCE

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

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

Federal Acquisition Regulation (FAR) Clauses:

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

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

52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

E.2 INSPECTION AND ACCEPTANCE

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

E.3 ACCEPTANCE BY THE PROJECT OFFICER/GOVERNMENT TASK LEADER

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

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-2 CONTRACT 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: <http://www.arnet.gov>

Federal Acquisition Regulation (FAR) Clauses:

- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)

Department of Health and Human Services Acquisition Regulations (HHSAR) Clauses:

- 352.249-14 EXCUSABLE DELAYS (JAN 2006)

F.2 PERIOD OF PERFORMANCE

The Period of Performance (PoP) for this contract is as follows:

- Base Year: September 30, 2008 through September 29, 2009
- Renewal Year 1: September 30, 2009 through September 29, 2010
- Renewal Year 2: September 30, 2010 through September 29, 2011
- Renewal Year 3: September 30, 2011 through September 29, 2012
- Renewal Year 4: September 30, 2012 through September 29, 2013

The contract may be renewed annually thereafter in accordance with contract Section H.1 Contract Renewal. If the Government renews the contract, the PoP will be increased accordingly.

F.3 ITEMS TO BE FURNISHED AND DELIVERY SCHEDULE

The Contractor shall furnish the items required under this contract in accordance with the reporting instructions and delivery schedule set forth in Section J.1, Zone Program Integrity Contractor SOW, Appendix A, Deliverables, as well as each task order Statement of Work, Appendix A, Deliverables.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be incorporated in the task orders as appropriate.

G.2 INVOICING AND PAYMENT (See Attachment J.8 for Billing Instructions)

The Contractor shall report data in accordance with the format described in the cost proposal instructions.

Submission of invoices for payment:

1. 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.

2. To expedite payment, invoices shall be prepared and submitted as follows:

--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

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

3. Content of invoice:

- Contractor's name and invoice date;
- Contract number or other authorization for delivery of property and/or services;
- Description, CLIN, cost or price and quantity of property and/or services

actually delivered or rendered, breakout of hours incurred by labor category;

- Shipping and payment terms;
- Other substantiating documentation or information as required by the contract;
- Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;
- Taxpayer Identification Number; and
- Period of performance or delivery date of goods or services provided.

4. 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 Project Officer 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, [REDACTED]

5. 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.3 METHOD OF PAYMENT

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

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

The contractor shall notify CMS' Division of Accounting Operations of all EFT and

address changes in CCR via the following email address: CCRChanges@cms.hhs.gov

G.4 AUDIT OF HOURS

- a. In addition to the examination of costs, as detailed in FAR 52.215-02 entitled "Audit-Negotiation," the Contracting Officer or his representatives will have the right to examine all books, records, documents and other data of the Contractor relating to this contract for the purpose of evaluating the accuracy and completeness of the hours which the Contractor has recorded on his invoices as expended toward satisfaction of the requirements of this contract.
- b. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction until:
 1. The expiration of three (3) years from the date of final payment under this contract; and,
 2. The expiration of three (3) years from the date of final settlement resulting from a termination or a partial termination of this contract.

G.5 PROJECT OFFICER (PO)/GOVERNMENT TASK LEADER (GTL)

- a. Project Officer (PO):

The Project Officer (PO) is the authorized Contracting Officer's Technical Representative (COTR) for monitoring Contractor performance as set forth in the provisions of the contract. [REDACTED] is delegated authority as the Project Officer for Technical Direction. The Project Officer's Technical Direction responsibilities shall include continuous **overall** monitoring of the Contractor's compliance with all substantive project objectives. Specific duties and responsibilities are identified in G.8, Technical Direction.

- b. Government Task Leader (GTL)

Because the ZPIC contract is an Indefinite Delivery Indefinite Quantity type contract and many task orders may exist at any given time, there is a need to have multiple CMS staff members designated as technical points of contact who are responsible for providing Technical Direction in the absence of the PO. Therefore, the Contracting Officer and PO delegate authority for Technical Direction to individual Government Task Leaders (GTL) for each task order awarded. GTL responsibilities are limited to Technical Direction (as designated in Section G.8, Technical Direction) for each task order requirement. The GTL will consult with the Project Officer and/or Contracting Officer on Technical Direction as necessary.

In the event that a technical direction dispute cannot be settled between the GTL and the Contractor, the matter will be elevated to the PO for resolution.

If the PO cannot resolve the matter, the Contracting Officer will be responsible for settling the dispute. Please also see FAR 52.243-7, Notification of Changes.

G.6 TECHNICAL DIRECTION

- a. Performance of the work under this contract shall be subject to the technical direction of the PO. The term "Technical Direction" is defined to include, without limitation, the follows:
 1. Directions to the Contractor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
 2. Provision of information to the Contractor that 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.
- b. Technical direction must be within the general Statement of Work stated in the contract. The Project Officer does not have the authority to, and may not issue, any technical directions which:
 1. Constitutes an assignment of additional work outside the general Statement of Work of the contract.
 2. Constitutes a change as defined in:

52.243-1 CHANGES - FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)
52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
FAR 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) – ALTERNATE I (APR 1984)
 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.

- c. All technical direction shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within 5 working days after issuance.
- d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the Project Officer in the manner prescribed by this article and within his/her authority under the provisions of this article.
- e. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in G.8.b(1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in accordance with FAR 52.243-7 Notification of Changes (APR 1984).

G.7 CONTRACTING OFFICER RESPONSIBILITY

In accordance with FAR 52.202-1 Definitions (JUL 2004), the term Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority delegated by the Contracting Officer.

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

- a. enter into and commit/bind the Government by contract for supplies or services;
- b. accept nonconforming work or waive any requirement of this Contract;
- c. authorize reimbursement to the Contractor for any costs incurred during the performance of the Contract, and
- d. modify any term or condition of this Contract, i.e., make any changes in the Statement of Work; modify/extend the period of performance; change the delivery schedule.

G.8 PROJECT DIRECTOR/PROJECT MANAGER

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

G.9 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	PHONE	E-Mail Address
	Zone Program Director		

All other key personnel will be designated in each individual task order.

G.10 CORRESPONDENCE PROCEDURES

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

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

EXAMPLE: Contract No. HHSM 500-2008-XXXX/Task order XXXX
Request for Subcontract Consent

G.11 SERVICE OF CONSULTANTS/ SUBCONTRACTORS

- a. For the purposes of this contract, consultants are considered subcontractors.
- b. The Contractor shall follow the procedures established in the following Federal Acquisition Regulation (FAR) clauses when requesting Contracting Officer consent to subcontract for Consultants and/or other subcontracts:

Federal Acquisition Regulation (FAR) Clauses:

52.244-2	Subcontracts (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items and Commercial Components (MAR 2007)

G.12 SUBCONTRACTING REPORTING (Only for Large Business Contractors)

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.13 SUBCONTRACTING PROGRAM FOR SMALL AND DISADVANTAGED BUSINESSES

In accordance with FAR 19.704, Subcontracting Plan Requirements, the subcontracting plan submitted for work under this contract with small, disadvantaged, woman-owned, HUBZone, veteran owned, and services-disabled veteran-owned small business concerns, shall be approved by the Contracting Officer and incorporated as Attachment J.12 of this contract and made a part hereof. Contractors should strive to achieve the following Dept. of Health and Human Services minimum small business utilization goals when developing its small business subcontracting plan:

Small Business	40%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%

HUBZone	3%
Veteran-Owned Small Business	3%
Service Disabled Veteran-Owned Small Business	3%

G.14 SUBCONTRACT CONSENT

- (a) To facilitate the review of a proposed subcontract by the Project Officer and the Contracting Officer, the Contractor shall submit the information required by the FAR Clause 52.244-2 (JUN 2007) entitled, "Subcontracts" to the Contracting Officer. The Contracting Officer shall review the request for subcontract approval and the Project Officer's recommendation and advise the Contractor of his/her decision to consent to or dissent from the proposed subcontract, in writing.
- (b) Consent will be given on the Task Order level.

G.15 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.16 DISSEMINATION, PUBLICATION AND DISTRIBUTION OF INFORMATION

- a. Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract, shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not

limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the Contracting Officer.

- b. Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings which could create erroneous conclusions are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.
- c. Any questions about use or release of the data or information or handling of material under this contract shall be referred to the Contracting Officer who must render a written determination. The Contracting Officer's determinations will reflect the results of internal coordination with appropriate program and legal officials.
- d. Written advance notice of at least forty-five (45) days shall be provided to the Contracting Officer of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the Contracting Officer's determination, and if this disagreement cannot be settled by the Contractor and the Contracting Officer in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.
- e. Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the PO/GTL before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that would be available under the Federal Freedom of Information Act.
- f. The PO/GTL review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the Contracting Officer makes a formal determination, in writing, that the privacy of individuals is not being violated.
- g. If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the PO/GTL shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the PO/GTL may insist that the presentation contain, in a manner of equal importance, materials which show the government's problem with the presentation.

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

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

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

G.17 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.18 DATA TO BE DELIVERED

- a. Any working papers, interim reports, data given by the Government or first produced by the Contractor under the contract or collected or otherwise obtained by the Contractor under the contract, or results obtained or developed by the Contractor (subcontractor or consultants) pursuant to the fulfillment of this contract are to be delivered, documented, and formatted as directed by the Contracting Officer.
- b. In addition, information and/or data, which are held by the Contractor related to the operation of their business and/or institution and which are obtained without the use of Federal funds, shall be considered "PROPRIETARY DATA" and are not subject data to be delivered under this contract.

G.19 DESIGNATION OF PROPERTY ADMINISTRATOR

The CMS Property Administrator, Administrative Services Group, Office of Property and Space Management at (410) 786-6462, 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, (2007).

G.20 PROPERTY ADMINISTRATION

- a. General:

The CMS Contract Property Administrator, Property and Distribution Management Section, Division of General Services, 7500 Security Blvd., Baltimore, Md. 21244, is hereby designated the property administration function for this contract. The Contractor agrees to furnish information regarding Government Property to the Property Administrator in the manner and to the extent required by the Property Administrator, his duly designated successors, and in accordance with FAR Part 45 and DHHS Manual entitled, Contractor's Guide for Control of Government Property, (12007).

If equipment is procured in order to provide services, CMS will retain title to the equipment. CMS must be notified as part of the itemized billing arrangement if there is an equipment acquisition, included in the cost of the contract.

All original tapes, video, CD ROM(s), manual, brochures, pamphlets shall remain the property of the CMS. The contractor shall provide to CMS all final, complete and editable web-based training course files.

b. Notice of Non-Allowability of Costs for General Purpose Office Equipment:

General Purpose Office Equipment (GPOE) means those equipments normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc., that are obtainable in the open market. Automated Data Processing Equipment (ADPE) means those equipments as defined in FAR 31.001.

Contractors are expected to have the necessary facilities to perform the requirements of this solicitation/contract. This includes any GPOE and ADPE necessary to perform the requirements herein.

Notwithstanding the "Allowable Cost and Payment" clause of this contract, costs for the acquisition of GPOE and ADPE shall not be considered as an allowable direct charge to this contract.

G.21 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Electronic Access to Contractor Performance Evaluations

All contractor performance evaluations shall be kept in the contract file and the National Institutes of Health Contractor Performance System (NIH CPS). Contractors shall register in the NIH CPS no later than 6 months after contract award at the following address: <https://cpscontractor.nih.gov>.

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

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact that will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

b. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. A copy of all evaluations shall be provided to the Contractor as soon as practicable after completion of the interim and final evaluation. The Contractor will be permitted thirty (30) days to review the evaluation document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to one level above the Contracting Officer, whose decision will be final.

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

G.22 TASK ORDER PROCEDURES

- a. Ordering - Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the award of task orders. The Contracting Officer is the only individual that has the authority to award task orders.
- b. Terms and Conditions - All task orders issued hereunder are subject to the terms and conditions of this IDIQ umbrella contract. Additional task order terms and conditions may be required and will be identified in the individual task order's Request for Proposal (RFP). This IDIQ umbrella contract shall control in the event of conflict with any task order. The Contracting Officer shall consider a task order "issued" upon the effective date of the order and signature.
- c. Specific Task order Terms and Conditions - In addition to any other data that may be called for in the contract, the following information shall be specified in each task order:
 - 1. Date of order
 - 2. Contract and order number
 - 3. Description of the task(s) to be performed
 - 4. Description of the end item(s)
 - 5. Exact place of performance and delivery, if applicable
 - 6. Place and method of inspection and acceptance, if applicable
 - 7. Period of performance
 - 8. List of Government-furnished material, if applicable

9. Firm Fixed Price or Cost Reimbursable Not-to-Exceed amounts (as applicable)
- d. Negotiations - The Contracting Officer and the Contractor shall reach agreement on the material terms of each task order prior to its issuance.
- e. Oral Task orders - Oral task orders may be placed hereunder only in emergency circumstances. When such orders are placed, all material terms shall be agreed upon by the Contracting Officer and the Contractor and be confirmed by issuance of a written task order as soon as possible from verbal authorization.
- f. Modifications to Task orders - Task orders may be modified by agreement between the Contracting Officer and the Contractor. Modifications to task orders shall be effected on a Standard Form 30 and shall include the information set forth in paragraph b(2) above, as applicable. The Contracting Officer in emergency circumstances may modify orders orally or via email authorization. Oral modifications from verbal authorization shall be confirmed by issuance of a written modification on Standard Form 30 as soon as possible.
- g. Monetary Limitation - The Contractor shall not proceed to incur expenditures in excess of the amount stated in the task order, and the Government shall not be obligated to reimburse any amount expended in excess of the amount established in each task order, unless said amount is increased by formal modification.

G.23 TASK ORDER PROPOSALS

Responses to Requests for Proposal for proposed task orders shall contain, at a minimum, the following:

- a. Business proposal - At a minimum, the business proposal shall include labor categories and labor rates, materials, travel, computer time, overhead and other direct costs as follows unless otherwise specified in each task order RFP:
 1. Direct Labor - The estimated direct labor dollars (broken out by hours and rates for each task) for each labor category, along with name if known, assigned to/proposed for the task order. The hours and rates shall be appropriate for the labor category/position title of each individual proposed. Time and Material proposals shall apply the fully burdened labor rates as applicable.
 2. Travel - Proposed travel (if applicable) broken out into the departing city/state and destination city/state, number of trips, number of travelers, and duration of trip (including transit time) for each destination. Cost detail shall be shown for all items including commercial transportation, daily per diem rates, personal mileage, daily car rental, etc.
 3. Other Direct Costs - An explanation and basis shall be provided for each item of

"Other Direct Cost" proposed such as materials, reproduction costs, etc.

4. Indirect Costs - Any applicable indirect costs and fee/profit shall be applied for cost-reimbursement orders.
- b. Staffing plan - Names of personnel who will be working on the task order; their position title and effort to be contributed to the contract/task order effort.
- c. Technical proposal - The Contractor may be requested to present its technical proposal in writing and/or via oral presentation. At a minimum, the technical proposal shall include the following for each task order unless otherwise specified in each task order RFP:
 1. The contractor's technical understanding of the work described for each task order.
 2. The contractor's technical/management approach for accomplishing all the requirements of each task order.
 3. The contractor's interpretation of the final product being required.
 4. The technical presentation must include information on how you intend to organize, staff and manage projects under the task order.

Note: Additional information may be requested in individual RFPs.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT RENEWAL

- a. Pursuant to 42 CFR 400 and 421, “Medicare Integrity Program” if this contract is funded by Medicare Integrity Program appropriated funding, the Contracting Officer may renew this contract annually by giving the Contractor written notice, within 90 days of the expiration date of this contract (after exercise of all option or renewal years), of its intent to do so. The contract renewal period of performance will be established at the time a renewal determination is made.
- b. The Contracting Officer may renew this contract under this provision without competition if--
 1. The Contractor continues to meet the requirements set forth in Subpart D of 42 CFR Part 421, FAR and HHSAR;
 2. The Contractor meets or exceeds all of the performance requirements established in this contract; and
 3. It is in the best interest of the Government.
- c. If the Contracting Officer does not renew this contract, the contract will end in accordance with its terms and the Contractor does not have the right to a hearing or judicial review of the non-renewal decision.
- d. The Contractor may notify the Contracting Officer of its intent to not renew its contract under this provision (after all option periods expire) by providing written notice 120 days prior to the expiration of the contract.

H.2 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 a Contractor or maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved organizational conflict of interest.
- b. Definitions: As used in this subpart, the following definitions apply:

1. Financial relationship means--

- (a) 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
- (b) A compensation arrangement with an entity.

2. Organizational conflict of interest -- has the meaning given at FAR 9.501, as follows:

Organizational 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 Medicare Integrity Program, the activities and relationships described include those of the Contractor or Contractor itself and other business related to it and those of officers, directors (including medical directors), managers, and subcontractors.

c. Conflict of interest identification:

1. An organizational conflict of interest exists, or the potential for a conflict exists, if -

- (a) The Contractor is an entity that-
 - (1) Provides, insures, or pays for health benefits, with the exception of health plans provided as the entity's employee fringe benefit; or
 - (2) Conducts audits of health benefit payments or cost reports; or
 - (3) Conducts statistical analysis of health benefit utilization; or
 - (4) Would review or does review, under the contract, Medicare services furnished by a provider or supplier that is a direct competitor of the Contractor; or

(5) Prepared work or is under contract to prepare work that would be reviewed under the Medicare program integrity contract; or

(6) Is affiliated, as that term is explained in FAR 19.101, with a provider or supplier to be reviewed under the contract.

- (b) The Contractor has a present, or known future, direct or indirect financial relationship with an entity described in paragraph H.2.c.1.(a) above.

A financial relationship may exist either--

(1) Through a Contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients; or

(2) From the activities and relationships of the officers, directors (including medical directors), or managers of the 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.

2. The Contracting Officer may determine that a Contractor has an organizational conflict of interest, or the potential for a conflict exists, based on the following:
- (a) Apparent organizational conflicts of interest. An apparent organizational conflict of interest exists if a prudent business person has cause to believe that the Contractor would have a conflict of interest in performing the requirements of a contract under this subpart. No inappropriate action by the Contractor is necessary for an apparent organizational conflict of interest to exist.
- (b) Other contracts and grants with the Federal Government.
3. Post-award conflicts of interest.

- (a) In addition to the conflicts identified in paragraph H.2.c.1. of this section, 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, audited, investigated, or contacted during the normal course of performing activities under the Medicare integrity program 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.
- 4. Exception. The Contracting Officer may contract with a 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.
- 5. Contractor's responsibility with regard to subcontractors. A Contractor is responsible for determining whether an organizational 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.

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.

- d. 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.2.d.1. 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 advise on work performed for this contract. CMS protects disclosed proprietary information as allowed under the Freedom of Information Act (5 U.S.C. 552). 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. The Contractor's Organizational Conflict of Interest Certificate, that includes the Contractor's plan to mitigate all actual, apparent and potential conflicts of interest (d.1.(c)) identified during the term of the contract and certification that all work to be performed under this contract is free of unresolved conflicts of interest, is incorporated by reference at Attachment J.13.

1. Certificate Requirements. Contractors that wish to be eligible for the award of a Program Integrity contract under this subpart and Program Integrity Contractors, must submit, at times specified in paragraph H.2.d.2. of this section, an Organizational Conflicts of Interest Certificate. The Certificate must contain the information specified in paragraphs H.2.d.1.(a) through (h) of this section as follows:

- (a) A description of all business or contractual relationships or activities that may be viewed by a prudent business person as a conflict of interest.
- (b) A description of the methods the 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 Contractor'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) 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 Organizational 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 non-renewal or termination of the

current contract, and/or other contract or legal action.

A Contractor 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.

(e) Corporate and organizational structure.

(f) 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 or Medicaid program.
- (4) In the case of contracts or arrangements identified in accordance with paragraph H.2.d.1. (f)(3) of this section, the dollar amount of the contracts or arrangements, the type of work performed, and the period of performance.

(g) The following information for all of the Contractor's officers, directors (including medical directors), and managers who would be, or are involved with, the performance of this Medicare Integrity Program contract:

- (1) The information required under paragraph H.2.d.1. (a) of this section.
- (2) The information specified in paragraphs H.2.d.1.(f) of this section.

(h) A list of all subcontractors used, at any tier, in the performance of the contract.

2. When disclosure is made. The Organizational Conflict of Interest

Certificate is submitted—

- (a) With the contractor's task order proposal, unless otherwise identified in the task order solicitation;
- (b) When the Contracting Officer requests a revision in the Certificate;
- (c) With the submission of the ZPIC proposal and beginning October 31, 2009 and annually thereafter on October 31st; and
- (d) 45 days or less (as the information becomes known) before any change in the information submitted in accordance with paragraph H.2.d.1. Only changed information shall be submitted.

NOTE: It is requested that ZPICs submit their complete Certificate on October 31 in a loose-leaf binder. When subsequent changes are made to the Certificate in accordance with subparagraph H.2.d.2(d), ZPICs should submit the "red line" document that reflects the changes made.

When a ZPIC submits a revised Certificate with a task order proposal and the ZPIC is awarded the task order, the revised Certificate becomes the ZPIC's current Certificate and replaces the most recent version submitted.

e. Evaluation and Audit:

1. Evaluation: The Contracting Officer evaluates organizational conflicts of interest and potential conflicts, using the information provided in the Organizational Conflicts of Interest Certificate, in order to promote the effective and efficient administration of the Medicare and Medicaid 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.

2. Compliance Audit: The ZPIC shall submit an Organizational Conflict of Interest (COI) Certificate to the Contracting Officer annually on October 31st of each year (annual COI certificate). An annual COI compliance audit shall be performed by the Government for the period November 1 through October 31 each year. If a conflict(s) of interest exist(s) which are either not disclosed/mitigated or any other change is required in the annual COI Certificate submitted on October 31st, the ZPIC shall be notified and required to submit:

- a. Clarification on the audit findings; and/or

- b. A revised Organizational COI Certificate to the Contracting Officer by January 31st.

f. Conflict of Interest Resolution:

If the audit and evaluation of the conflict of interest certificate identifies any conflicts of interest that may impair the Contractors ability to render impartial assistance or advice to the Government, the conflict must be resolved to the satisfaction of the Contracting Officer.

Resolution of an organizational conflict of interest is a determination that--

1. The conflict has been mitigated;
2. The conflict precludes award of a contract to the Contractor;
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 Contractor even though the conflict exists.

H.3 HHSAR 352.224-70 CONFIDENTIALITY OF INFORMATION (JAN 2006)

- (a) 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.
- (b) 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.
- (c) 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 (New Window), and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

- (d) 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.
- (e) 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.
- (f) Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.
- (g) The provisions of paragraph (d) of this clause shall not apply to conflicting or overlapping provisions in other Federal, State, or local laws.

H.4 COMPLIANCE PROGRAM

The Contractor shall have in place a CMS approved Compliance Program Plan. The Compliance Program Plan shall cover the terms and conditions of the contract and shall describe in detail the processes and procedures that the Contractor will follow to ensure that the Contractor or any of its subcontractors is in compliance with all appropriate statutes, regulations and ZPIC contractual requirements. In addition, the Compliance Program Plan shall address how the Contractor will ensure compliance with its program. If changes to the Compliance Program Plan occur, the Contractor shall update and submit the changes within 45 days to the Contracting Officer for review approval.

The Compliance Program Plan shall include the following, at a minimum (if items below are contained in the Conflict of Interest Program submission, they do not need to be duplicated in the Compliance Program but referenced where applicable):

- (a) Written compliance policies and procedures;
- (b) Position descriptions for the Compliance Officer and other members of the Compliance Department;
- (c) Code of Conduct;
- (d) Compliance training materials used or developed in the last year;
- (e) Names and positions of the Board of Directors and/or Compliance Committee members charged with oversight of the compliance program;
- (f) Charters for the Board and/or Executive Compliance Committees;

- (g) Conflict of interest questionnaire(s) (blank) that are completed by employees, managers, officers and Board members;
- (h) Risk assessment protocol(s) developed by the Compliance Department;
and
- (i) Internal audit plan.

H.5 REPORTABLE EVENTS

The Contractor shall submit instances of reportable events to the CMS Contracting Officer and the CMS Project Officer within three (3) days of discovery of a known, probable or suspected reportable event, as defined below.. Reports to CMS shall be in accordance with the procedures set forth below.

- a. Definition of "Reportable Event": A "Reportable Event" is anything that involves the following: (1) a matter that a reasonable person would consider a violation of criminal, civil or administrative laws applicable to the contract or Federal health care program; or (2) integrity violations, including any known, probable or suspected violation of any contract term or condition. 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 events that occur at the Contractor or any of its subcontractors.
- b. Initial Report: 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 3 calendar days of discovering the reportable event.

The Contractor's initial written report shall include, at a minimum, the following information:

- 1. The law, regulation or contract term implicated.
 - 2. The persons involved and the department(s) within the Contractor's operation that are affected.
 - 3. The time period of the reportable event.
 - 4. A determination as to the extent that the reportable event has affected, or is affecting performance under the contract.
 - 5. Any corrective action taken, or intended to be taken, by the Contractor.
- c. Final Report: Within 30 calendar days of the date of the initial report, the Contractor shall provide to CMS a written final investigative report.

The final written report shall include the following information:

- (1) All information in the initial report.

- (2) Outcome of the investigation including the name(s) of the person(s) who conducted the investigation.
- (3) Steps taken to correct the reportable event identified.
- (4) A statement as to whether the Contractor considered changing any policies and procedures to prevent the recurrence of this or other similar reportable events. If policies and procedures were changed, or will occur, the Contractor shall describe the changes.
- (5) Required training if necessary.
- (6) A statement that the Contractor's internal investigative file on the reportable event is available to CMS for audit, inspection or reproduction.

H.6 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.7 HIPAA BUSINESS ASSOCIATE PROVISION

a. 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.

b. Obligations and Activities of Business Associate

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. The Business Associate shall provide written notification to the contracting officer of any violation in use or disclosure involving PHI or security incident within 24 hours of identifying such violation or incident.

c. **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.

d. **Obligations of Covered Entity**

1. 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.
2. 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.
3. 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.

e. **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.

f. **Term of Provision**

1. The term of this Provision shall be effective as of date 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.
2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. 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,
 - ii. 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,
 - ii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - i. Except as provided in paragraph f.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.
 - ii. 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.

g. Miscellaneous

- i. A reference in this Contract to a section in the Rules issued under HIPAA means the section as in effect or as amended.
- ii. 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.
- iii. The respective rights and obligations of Business Associate under paragraph f.3 of the section entitled "Term of Provision" shall survive the termination of this Contract.
- iv. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Rules implemented under HIPAA.

H.8 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 Systems of Records may apply to this contract:

Enrollment Data Base (EDB) 09-70-0502
Fraud Investigation Database (FID) 09-70-0527
Health Plan Management System (HPMS) 09-70-4004
Medicare Beneficiary Database (MBD) 09-70-0536
Medicare Exclusion Database (MED) 09-70-0534
National Claims History (NCH) 09-70-0005
Provider Enrollment Chain and Ownership System (PECOS) 09-70-0532
Medicare Advantage Prescription Drug (MARx) System 09-70-4001
One Program Integrity Data Repository (One PI) 09-70-0568
National Provider System (NPS), 09-70-0008
Medicare Provider Analysis and Review (MEDPAR), 09-70-0009
Carrier Medicare Claims Record, 09-70-0501
Intermediary Medicare Claims Records (IMCR), 09-70-0503
Intern and Resident Information System (IRIS), 09-70-0524
Medicare Physician Identification and Eligibility System (MPIES),

09-70-0525

Common Working File (CWF), 09-70-0526

Medicare Supplier Identification File (MSIF), 09-70-0530

Medicare Retiree Drug Subsidy Program (RDSP), 09-70-0550

Medicare Premium Withhold System (PWS) 09-70-0552

Medicare Drug Data Processing System (DDPS), 09-70-0553

H.9 CONDITIONS OF PERFORMANCE

In addition to the requirements identified in Attachment J.1, Statement of Work, the Contractor may be required to comply with the requirements of any revision in legislation or regulations which may be enacted or implemented during the period of performance of the contract. The revised legislation or regulations are incorporated into the contract without contract modification. If a revision to legislation or regulation would result a cost impact to the contract, the Contractor shall not proceed with the change but, notify the Contracting Officer in writing in accordance with FAR 52.243-7, Notification of Changes.

H.10 EMPLOYMENT OF CMS PERSONNEL RESTRICTED

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

H.11 APPROVAL OF CONTRACT ACQUIRED INFORMATION TECHNOLOGY (IT)

- a. The Contractor must obtain the Contracting Officer's written approval prior to the acquisition of any IT investments (see FAR Part 2.101, for definition of IT) to ensure compatibility and successful integration with CMS's infrastructure/architecture.
- b. In the performance of a system life cycle development project, the Contractor must submit to the Project Officer 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;

- c. Upon written approval from the Contracting Officer, the Contractor shall commence work under the approved technical specification for the authorized incremental phase.
- d. In either instance of an approved IT investment acquisition, or an incremental phase of a system life cycle development project, the contract shall be modified accordingly and the Contractor shall proceed.
- e. CMS may disallow any contractor incurred cost that would not be allocated to the approved IT investment acquisition.

**H.12 HHSAR 352.270-19 ELECTRONIC AND INFORMATION TECHNOLOGY
ACCESSIBILITY (JAN 2006)**

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) and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that all EIT acquired must ensure that:

- a. Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
- b. Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities. This requirement includes the development, procurement, maintenance, and/or use of EIT products/services; therefore, any proposal submitted in response to this solicitation must demonstrate compliance with the established EIT Accessibility Standards. Information about Section 508 is available at <http://www.section508.gov/>.

**H.13 SECTION 508 – ACCESSIBILITY OF ELECTRONIC AND INFORMATION
TECHNOLOGY**

- a. This contract is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.
- b. The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.

c. Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
 2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.
- d. The contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.
- e. For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

H.14 REHABILITATION ACT, SECTION 508, ACCESSIBILITY STANDARDS

The contractor shall comply with the Rehabilitation Act, 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.15 SECURITY CLAUSE-BACKGROUND-INVESTIGATION 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 Project Officer (PO) 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:

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

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

1) High Risk (Level 6)

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

Major responsibilities that would require this level include:

- a. development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment;
- b. significant involvement in mission-critical systems;
- c. preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;

- d. other responsibilities that involve relatively high risk of causing damage or realizing personal gain;
- e. policy implementation;
- f. higher level management duties/assignments or major program responsibility; or
- g. independent spokespersons or non-management position with authority for independent action.

Approximate cost of each investigation: \$2,900

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.

Approximate cost of each investigation: \$2,400

3) Low Risk (Level 1)

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

Approximate cost of each investigation: \$550

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 attachment in Section J). The Contractor and the PO shall obtain all necessary signatures on the CMS-730A prior to any Contractor employee arriving for fingerprinting and badge processing.

The Contractor must appoint a Security Investigation Liaison as a point of contact to resolve any issues of inaccurate or incomplete form(s). Where personal information is involved, 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 fingerprint 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 PO of all suitability decisions. The PO shall then notify the Contractor in writing of the approval of the Contractor's employee(s), at that time the Contractor's employee(s) will receive a permanent identification badge. Contractor personnel who the 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 PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

Contractor personnel shall be provided an opportunity to explain or refute unfavorable information found in an investigation to 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.

At the Agency's discretion, if an investigated contractor employee leaves the employment of the contractor, or otherwise is no longer associated with the contract, task order, or delivery order within one (1) year from the date the background investigation was initiated by CMS, then the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted, the cost could be approximately \$550 to \$2,900. The amount to be paid by the Contractor shall be due and payable when the CO submits a written letter notifying the Contractor as to the cost of the investigation. The Contractor shall pay the amount due within thirty (30) days of the date of the CO's letter by check made payable to the "United States Treasury." The Contractor shall provide a copy of the CO's letter as an attachment to the check and submit both to the Office of Financial Management at the following address:

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

The Contractor must immediately provide written notification to SEMG (with copies to the CO and the PO) of all terminations or resignations of Contractor personnel working on this contract, task order or delivery order. The Contractor must also notify SEMG (with copies to the CO and the PO) when a Contractor's employee is no longer working on this contract, task order or delivery order.

At the conclusion of the contract, task order or delivery order and at the time when a contractor employee is no longer working on the contract, task order or delivery order due to termination or resignation, all CMS-issued parking permits, identification badges, access cards, and/or keys must be promptly returned to 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:

1. All contract terms regarding system security
2. All contract terms regarding the confidentiality and privacy requirements for

- information and data protection
3. All contract terms that are otherwise relevant, including the provisions of the statement of work
 4. Corporate compliance
 5. All laws and regulations applicable to the performance of work outside the United States
 6. 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.16 HHSAR 352.270-7 PAPERWORK REDUCTION ACT (JAN 2001)

- a. 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, 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 Project Officers should be guided by the provisions of 5 CFR 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officers to determine the procedures for acquiring OMB clearance.
- b. The Contractor shall not expend any funds or begin any data collection until OMB Clearance is received. Once OMB Clearance is received, 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.

H.17 CODE OF CONDUCT

- a. **SMOKING** - 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.

- b. **DRESS** - The preferred dress code at CMS facilities is professional attire, business attire or business casual attire.

H.18 CONTRACTOR TERMINATION CMS BUILDING PASS

In the event that the contractor terminates an employee working on this contract, or an employee working on this contract voluntarily leaves the employment of the contractor, and that employee has been issued a contractor's badge by CMS for access to CMS buildings, the contractor shall immediately take the following actions:

1. Secure the CMS contractor's badge from the employee;
2. Formally advise the Contracting Officer that the individual is no longer an employee of the contractor; and,
3. Return the badge with the notification to the Contracting Officer

H.19 WAGE DETERMINATION

Wage Determinations will be incorporated in each task order as appropriate.

H.20 PERFORMANCE OF WORK

The Contractor, and its subcontractors, shall not perform any activities under this contract at a location outside 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:

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

H.21 – INFORMATION SECURITY

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:

- (1) To enable CMS' business processes to function in an environment with commensurate security protections, and
- (2) 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/admsimp/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.

PART II – CONTRACT CLAUSES

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 the following Internet address: <http://www.arnet.gov/far/>.

- 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 SUBCONTRACTOR 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 (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 52.204-4 PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

- 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)
- 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (MAY 2008)
- 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 (JUN 1999) -- ALTERNATE
III (JAN 2004)
- 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)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR
POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
(JUL 2005)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR
INFORMATION OTHER THAN COST OR PRICING DATA (OCT
1997) ALT IV (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR
INFORMATION OTHER THAN COST OR PRICING DATA --
MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
- 52.216-18 ORDERING (OCT 1995)

52.219-19 ORDER LIMITATIONS (OCT 1995)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
(Insert 30 calendar days)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

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)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

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,
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
AND VETERANS OF THE VIETNAM ERA, and OTHER ELIGIBLE
VETERANS (SEP 2006)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

- 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (DEC 2007)
- 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)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (DEC 2007)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)

- 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
(Insert 5 calendar days in paragraph (b) and insert 15 calendar days in paragraph (d))
- 52.244-2 SUBCONTRACTS (JUN 2007)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-1 GOVERNMENT PROPERTY (JUN 2007)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATIONS SERVICES (JUN 2007)
- 52.245-9 USE AND CHARGES (JUN 2007)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

THE FOLLOWING CLAUSES ARE APPLICABLE TO THE COST TYPE ORDERS ONLY:

- 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.216-8 FIXED FEE (MAR 1997)
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND
COMPENSATING TAXES (APR 2003)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I
(APR 1984)
- 52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR
1984)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

**THE FOLLOWING CLAUSES ARE APPLICABLE TO THE TIME AND
MATERIAL (T&M)/LABOR HOUR ORDERS ONLY:**

- 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS (FEB 2007)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP
2000)
- 52.246-6 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY
2001)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) --
ALTERNATE IV (SEP 1996)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

**THE FOLLOWING CLAUSES ARE APPLICABLE TO THE FIRM-FIXED
PRICE ORDERS ONLY:**

- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
CONTRACTS) (NOV 2006)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)
- 52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (MAY 2004)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

**I.2 HHSAR 352-252-20 DEPARTMENT OF HEALTH AND HUMAN SERVICES
ACQUISITION REGULATIONS (HHSAR)
<http://knownet.hhs.gov/acquisition/hhsar/default.htm>**

- 352.202-1 DEFINITIONS (JAN 2006)
- 352.215-1 INSTRUCTIONS TO CONTRACTORS – COMPETITIVE
ACQUISITION
- 352.216-72 ADDITIONAL COST PRINCIPLES (JAN 2006)
- 352.232-9 WITHHOLDING OF CONTRACT PAYMENTS (JAN 2006)
- 352.233-70 LITIGATION AND CLAIMS (JAN 2006)
- 352.242-71 FINAL DECISIONS ON AUDIT FINDINGS (APR 1984)
- 352.249-14 EXCUSABLE DELAYS (JAN 2006)
- 352.270-1 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS
TO PERSONS WITH DISABILITIES (JAN 2001)

- 352.270-5 KEY PERSONNEL (JAN 2006)
- 352.270-6 PUBLICATION AND PUBLICITY (JAN 2006)
- 352.270-7 PAPERWORK REDUCTION ACT (JAN 2006)
- 352.270-10 ANTI-LOBBYING (JAN 2006)
- 352.270-11 PRIVACY ACT (JAN 2006)
- 352.270-19 ELECTRONIC AND INFORMATION TECHNOLOGY
ACCESSIBILITY (JAN 2006)

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES (DEC 2004)**

- (a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other

contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class

Monetary Wage -- Fringe Benefits

Program Director

GS 15 or above

Medical Director	GS 15 or above
Chief Legal Counsel	GS 15 or above
Benefit Integrity Manager	GS 13 or above
Investigator	GS 09 or above

**I.6 FAR 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE
UNKNOWN (MAY 1989)**

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: [insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by [insert time and date].
- (b) Contractors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.
- (c) Wage Determinations will be incorporated as an attachment when the place of performance is determined.

I.7 HHSAR 352.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (DEC 1991)

- (a)(1) Except as provided in paragraph (a)(2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.
 - (2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
 - (3) All insurance required by this paragraph shall be in form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is

maintained by the Contractor in connection with performance of this contract and for which the Contractor seeks reimbursement.

(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed:

(1) For that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise within the funds available under the Limitation of Cost or the Limitation of Funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for:

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is limited to the amounts reflected in final judgments, or settlements approved in writing by the Government, but in no event to exceed the funds available under the Limitation of Cost or Limitation of Funds clause of this contract. Nothing in this contract shall be construed as implying that, at a later date, the Government will request, or the Congress will appropriate, funds sufficient to meet any deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities):

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall:

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by the bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

J.1 ZPIC ZONE 7 IDIQ (UMBRELLA) STATEMENT OF WORK (USOW)

J.1.A ZPIC ZONE 7 USOW Appendices A – K

J.1.B ZPIC ZONE 7 USOW Appendices L – end

J.8 BILLING INSTRUCTIONS

J.12

J.13