

CONTRACT

HHSM-500-2008-00063C

SIGNATURE CONSULTING GROUP, LLC

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)		RATING		PAGE OF PAGES 1 63	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP-CMS-2008-8A-0022		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/14/2008	
7. ISSUED BY CODE DRCG		8. ADDRESS OFFER TO (If other than Item 7) CMS, OAGM, AGG, DRCG 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850					
6. REQUISITION/PURCHASE NUMBER							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 1400 ES local time 09/04/2008
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Charles Littleton	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Charles.Littleton@cms.hhs.gov
		AREA CODE 410	NUMBER 786-3291	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)

<input type="checkbox"/>	10 CALENDAR DAYS (%)	<input type="checkbox"/>	20 CALENDAR DAYS (%)	<input type="checkbox"/>	30 CALENDAR DAYS (%)	<input type="checkbox"/>	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 4438129468	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
SIGNATURE CONSULTING GROUP LLC 8919 Wilton Road Ellicott City MD 21043-1934			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE 443	<input type="checkbox"/>		
NUMBER 812-9468			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () ; <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) EVELYN DIXON		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 350)	RATING	PAGE OF PAGES 1 62
2. CONTRACT (Proc. Inst. Ident.) NO. HHSM-500-2008-00063C		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 713-8-061002	
5. ISSUED BY CMS, OAGM, AGG, DRCG 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850	CODE DRCG	8. ADMINISTERED BY (If other than Item 5) Charles Littleton Contract Specialist 410-786-3291		CODE AGG/CLITTLETON

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SIGNATURE CONSULTING GROUP LLC Attn: Corey Cooke 8919 Wilton Road Ellicott City MD 21043-1934		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT Net (b)(4)
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM G. 2



CODE 4438129468	FACILITY CODE	11. SHIP TO/MARK FOR Not Applicable	12. PAYMENT WILL BE MADE BY DHHS, CMS, OFM, AMG Div. of Financial Operations P.O. Box 7520 Baltimore MD 21207-0520
CODE	N/A	CODE	ACCT

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (5)		14. ACCOUNTING AND APPROPRIATION DATA 85890610-7580511-252Z	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
Continued		15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT \$700,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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) Corey Cooke		20A. NAME OF CONTRACTING OFFICER EVELYN DIXON	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 9/25/08	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 9/25/08
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
SIGNATURE CONSULTING GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Tax ID Number: 20-5274410 DUNS Number: (b)(4) Delivery: 07/29/2008 Obligated Amount: \$700,000.00				700,000.00

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K.2 352.204 CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DESCRIPTION OF SERVICES

The contractor shall perform services for the effort entitled "EHR Demonstration Project & Technical Management" in accordance with Section C, DESCRIPTION / SPECIFICATIONS/WORK STATEMENT.

B.2 TYPE OF CONTRACT

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

B.3 ESTIMATED COST AND FIXED FEE-INCREMENTALLY FUNDED CONTRACT. (HHSAR 352.232-74)

(a) It is estimated that the total cost to the Government for full performance of this contract will be \$1,407,392, of which the sum of (b)(4) represents the estimated reimbursable costs and (b)(4) represents the fixed-fee.

(b) Total funds currently available for payment and allotted to this contract are \$700,000, of which (b)(4) represents the estimated reimbursable costs and (b)(4) represents the fixed-fee. For further provisions on funding, see the Limitation of Funds clause in Section I of this contract.

(c) It is estimated that the amount currently allotted will cover payment for the contractor's performance of the work from the effective date of contract award through September 30, 2009.

(d) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

(e) The CMS intends to allot additional funds up to and including the total estimated cost plus the fixed fee of the contract for the remaining term of performance. However, the CMS is not obligated to reimburse the contract for costs incurred in excess of the periodic allotments, including the termination costs; nor is the contractor obligated to perform in excess of the amount allotted.

(f) The provision of the FAR Clause No. 52.232-22 entitled "Limitation of Funds" shall become inapplicable at such time as an amount equal to the total estimated cost and fixed-fee set forth in this schedule is allotted to this contract and the FAR Clause No. 52.232-20 entitled "Limitation of Cost" Clause shall be applicable.

B.4 OPTIONAL TASKS

The Government may increase the services under this contract in accordance with the following Optional Tasks:

The Contracting Officer may unilaterally exercise these Optional Tasks through issuance of a unilateral modification of this contract.:

	Est. cost	Fixed fee	Total cost
Optional Task 5.2.9:	(b)(4)		\$ 55,654
Optional Task 5.5:			\$143,452

B.5 WITHHOLDING OF CONTRACT PAYMENTS (APR 1984) HHSAR Clause 352.232-9 (APR 1984)

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, will 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 promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

See Section J.4, Statement of Work (SOW) dated August 12, 2008

C.2 INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor's technical proposal, entitled "Technical Proposal Response to EHR Demonstration Project," dated September 2, 2008, is hereby incorporated by reference, and made a part of this contract. The portions of the Contractor's proposal identified above are declared to be "Technical Data" and notwithstanding any restrictive markings placed on or in the proposal, the identified portion is subject to the unlimited rights provisions of the "Rights in Data-General" clause of Section I of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (a) Part I, The Schedule, (b) Part II, FAR Clauses incorporated under Section I, (c) Contractor's technical proposal, and (d) Other provisions of the contract, whether incorporated by reference or otherwise.

C.3 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

The Contractor's Representations and Certifications have been completed in accordance with FAR 52.204-8. A copy should be provided in the business proposal to the government.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING, AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

E-2 INSPECTION AND ACCEPTANCE

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

E-3 APPROVALS BY THE PROJECT OFFICER

All items to be delivered to the Project Officer will be deemed to have been approved 30 calendar days after date of delivery, except as otherwise specified in this contract, if written approval or disapproval has not been given within such period. The Project Officer's approval or revision to the items submitted shall be within the general scope of work stated in this contract.

E-4 52.246-5 INSPECTION OF SERVICES - COST - REIMBURSEMENT (APR 1984)
Incorporated by reference

SECTION F - DELIVERIES OR PERFORMANCE

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

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

F-2 PERIOD OF PERFORMANCE

The period of performance for completion of all work under this contract shall be twenty-four (24) months from the award date. The Optional Tasks, if exercised by the Contracting Officer, shall be performed within the 24 month period of performance.

F-3 ITEMS TO BE FURNISHED AND DELIVERY SCHEDULE

- a. All deliverables required under this contract shall be packaged, marked and shipped in accordance with U.S. Government specifications. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.
- b. The Contractor shall submit all required deliverables and reports in accordance with the following schedule. Reports submitted under the contract shall reference and cite the contract number and identify CMS as the sponsoring agency.
- c. Satisfactory performance of the final contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the following schedule (reports submitted under the contract shall reference and cite the contract number and identify CMS as the sponsoring agency):

The contractor shall submit all required reports and deliverables in accordance with the following schedule. Reports and/or deliverables submitted under this contract shall be in accordance with this Statement of Work.

SCHEDULE OF DELIVERABLES

See Section J.4, Statement of Work (SOW) dated August 12, 2008

F-4 52.242-15 STOP-WORK ORDER (AUG 1989) Incorporated by reference

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

See SF26

G.2 INVOICING (COST REIMBURSEMENT)

a. Submission of Invoices and Place of Payment

(1) Once each month following the effective date of this contract, the Contractor may submit to the Government an invoice (or public voucher) for payment, in accordance with FAR Clause 52.216-7 "Allowable Cost & Payment." Invoices shall be prepared in accordance with the "Billing Instructions" attached hereto and made a part of this contract. 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 sent, as follows:

(a) Monthly invoices (original and four copies) shall be sent per "Billing Instructions" directly to the address below (where applicable, the Contractor shall submit the invoice to said office via the cognizant government auditor):

Department of Health and Human Services
Centers for Medicare & Medicaid Services
P.O. BOX 7520
7500 Security Boulevard
Baltimore, Maryland 21207-0520

(b) Content of Invoice (If Applicable):

- Contractor's name and invoice date;
- Contract number of other authorization for delivery of property and/or services;
- Description, cost or price, and quantity of property and/or services actually delivered or rendered;
- Shipping and payment terms;
- Other substantiating documentation or information as required by the contract; and
- Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

G.3 PAYMENT (COST RIEMBURSEMENT)

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

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

The contractor shall notify CMS' Division of Accounting Operations of all EFT and address changes in CCR via the following email address: CCRChanges@cms.hhs.gov

(2) The target date for payment pursuant to the provision of FAR Clause, 52.216-7 "Allowable Cost and Payment" of this contract shall be 30 calendar days after an invoice containing the information set forth in Paragraph "a" of this article is received in the payment office designated herein.

(3) Upon receipt of the Contractor's "completion invoice" in the payment office designated in Paragraph "a" of this article, payment of any remaining cost and fee determined to be allowable pursuant to the provisions of FAR Clause, 52.216-7 "Allowable Cost and Payment" of this contract shall be due 30 calendar days after the Contracting Officer approves the "completion invoice" for payment.

(4) Payment shall be authorized after the Division of Accounting has audited the invoice in accordance with Federal Regulations. This audit includes verification that the invoice contains the rates/unit prices, those indicated in the contract or purchase order. 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 vendor for correction. Inquiries relating to payments should be directed to

G.4 PROJECT OFFICER

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

G.5 TECHNICAL DIRECTION

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

- Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
- Provision of information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
- Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

b. Technical direction must be within the general Statement of Work stated in the contract. The PO does not have the authority to and may not issue any technical directions which:

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

- (2) Constitutes a change as defined in the FAR contract clause entitled:
52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I APR 1984
- (3) In any manner cause an increase or decrease in the total estimated contract cost, fixed-fee, or the time required for contract performance.
- (4) Change any of the expressed terms, conditions, or specifications of the contract.
- c. All technical direction shall be issued in writing by the PO or shall be confirmed by him/her in writing within 5 working days after issuance.
- d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the PO in the manner prescribed by this article and within his/her authority under the provisions of this article.
- e. If, in the opinion of the Contractor, any instruction or direction issued by the PO is within one of the categories as defined in b(1) through b(4) above, the Contractor shall not proceed but shall notify the Contracting Officer in accordance with FAR 52.243-7, Notification of Changes.

G.6 CONTRACTING OFFICER RESPONSIBILITY

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

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

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

G.7 PROJECT DIRECTOR/PROJECT MANAGER

Corey Cooke will serve as Contractor's 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 Contractor's Project Director/Project Manager.

G.8 HHSAR 352.270-5 KEY PERSONNEL

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification* (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be

made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by the clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

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

The following individuals are considered key personnel under this contract:

Corey Cooke

G.9 WORKING PAPERS

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

G.10 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.11 INDIRECT COST - PROVISIONAL RATES

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

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

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

- b. Pending establishment of final rates for any fiscal year period, provisional reimbursement will be made on the basis of the provisional rates shown below.

Type	Cost Center	Rate	Ceiling Rate
Provisional	Fringe (a)	(b)(4)	
Provisional	G&A (b)	(b)(4)	

Notes:

- (a) applied to Direct Labor
- (b) applied to Total Cost

G.12 SERVICE OF CONSULTANTS

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

b. For utilization of the services of any consultants under this contract, the contractor shall be reimbursed in accordance with the rate(s) set forth below. If not identified below, the contractor shall be reimbursed for utilization of consultant services at a rate determined to be reasonable and appropriate for the services, exclusive of travel costs.

Name	Rate Per Hour	Number Of Hours	Total Cost Not to Exceed
(b)(4), (b)(6)			

G-13. DISSEMINATION, PUBLICATION AND DISTRIBUTION OF INFORMATION

a. Data and information either provided to the Contractor, or to any subcontractor or generated by activities under this contract or derived from research or studies supported by this contract, shall be used only for the purposes of the contract. It shall not be duplicated, used or disclosed for any purpose other than the fulfillment of the requirements set forth in this contract. This restriction does not limit the contractor's right to use data or information obtained from a non-restrictive source. Any questions concerning "privileged information" shall be referred to the Contracting Officer.

b. Some data or information may require special consideration with regard to the timing of its disclosure so that preliminary findings which could create erroneous conclusions are not stimulated. Also, some data or information, which relate to policy matters under consideration by the Government, may also require special consideration with regard to the timing of its disclosure so that the open and vigorous debate, within the government, of possible policy options is not damaged.

c. Any questions about use or release of the data or information or handling of material under this contract, shall be referred to the Contracting Officer who must render a written determination. The Contracting Officer's determinations will reflect the results of internal coordination with appropriate program and legal officials.

d. Written advance notice of at least forty-five (45) days shall be provided to the Contracting Officer of the Contractor's desire to release findings of studies or research or data or information described above. If the Contractor disagrees with the Contracting Officer's determination, and if this disagreement cannot be settled by the Contractor and the Contracting Officer in a mutually satisfactory manner, then the issue will be settled pursuant to the "Disputes" clause.

e. Any presentation of any report, statistical or analytical material based on information obtained from this contract shall be subject to review by the Project Officer before dissemination, publication, or distribution. Presentation includes, but is not limited to, papers, articles, professional publications, speeches, testimony or interviews with public print or broadcast media. This does not apply to information that would be available under the Federal Freedom of Information Act.

f. The Project Officer review shall cover accuracy, content, manner of presentation of the information, and also the protection of the privacy of individuals. If the review finds that the Privacy Act is or may be violated, the release/use of the presentation shall be denied until the offending material is removed or until the Contracting Officer makes a formal determination, in writing, that the privacy of individuals is not being violated.

g. If the review shows that the accuracy, content, or manner of presentation is not correct or is inappropriate in the light of the purpose of the project, the Project Officer shall immediately inform the Contractor, in writing, of the nature of the problem. If the Contractor disagrees, the Project Officer may insist that the presentation contain, in a manner of equal importance, materials which show the government's problem with the presentation.

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

"The analyses upon which this publication is based were performed under Contract Number HHSM-500-2008-00063C, entitled, "EHR Demonstration IT Project and Technical Management," sponsored by the CMS, Department of Health and Human Services."

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

G.14 TRAVEL COSTS

Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable and allocable under this contract only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the latest Federal Travel Regulations. The full text of the Federal Travel Regulations may be accessed electronically at this address: <http://www.doi.gov/pfm/oden/toc.html>.

G.15 PROPERTY ADMINISTRATION

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, (1990).

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.

If equipment is procured in the performance of this contract, 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.

G.16 AUDIT OF HOURS

a. In addition to the examination of costs, as detailed in FAR Clause No. 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,
- (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.17 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-500-2008-00063C
Request for Subcontract Consent

G-18 FACILITIES CAPITAL COST OF MONEY

When facilities capital cost of money (cost of capital committed to facilities) is included as an item of cost in the contractor's proposal, a reduction in the profit objective shall be made in an amount equal to the amount of facilities capital cost of money allowed in accordance with the Facilities Capital Cost-of Money Cost Principal.

If the contractor does not propose this cost, facilities capital cost of money is not an allowable cost.

G-19 SUBCONTRACT CONSENT

To facilitate the review of proposed subcontracts, the Contractor shall include in its proposal the information required by the FAR Clause 52.244-2 entitled, "Subcontracts".

In all other instances the Contractor shall submit its request for subcontracting consent to the Contracting Officer. The Contracting Officer shall consult with the Project Officer and advise the Contractor of his/her

decision to consent to or dissent from the proposed subcontract, in writing.

G-20 USE OF GOVERNMENT – DATA (REPORTS/FILES/COMPUTER TAPES OR DISKETTES)

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

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

G-21 ESRS REPORTING

The Contractor shall report all subcontract awards to small, small disadvantaged, women-owned, HUBZones, veteran-owned and service-disabled veteran-owned small business concerns. The reports shall be prepared using the electronic Subcontracting Reporting System (eSRS) via the internet at <http://www.esrs.gov>. The Individual Subcontracting Report (ISR), formerly SF 294, 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.

G-22 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

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

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

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

b. Electronic Access to Contractor Performance Evaluations

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

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

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

G-23 GOVERNMENT PRINTING OFFICE (GPO)

Printing will be performed in accordance with the Government Printing Office (GPO) Style Manual, 29th Edition (2000), United States Government Printing Office, Washington, DC.

Government Printing

Printing . The acquisition of printing and high volume duplicating by contract is prohibited unless it is authorized by the Joint Committee on Printing of the U.S. Congress. Procedures to be followed are contained in the "Government Printing and Binding Regulations" and the HHS Printing Management Manual and FAR subpart 8.8.

8.802 Policy.

(a) Government printing must be done by or through the Government Printing Office (GPO) (44 U.S.C. 501), unless -

(1) The GPO cannot provide the printing service (44 U.S.C. 504);

(2) The printing is done in field printing plants operated by an executive agency (44 U.S.C. 501(2));

(3) The printing is acquired by an executive agency from allotments for contract field printing (44 U.S.C. 501(2)); or

(4) The printing is specifically authorized by statute to be done other than by the GPO .

(b) The head of each agency shall designate a central printing authority; that central printing authority may serve as the liaison with the Congressional Joint Committee on Printing (JCP) and the Public Printer on matters related to printing. Contracting officers shall obtain approval from their designated central printing authority before contracting in any manner, whether directly or through contracts for supplies or services, for the items defined in 8.801 and for composition, platemaking, presswork, binding, and micrographics (when used as a substitute for printing).

(c)(1) Further, 44 U.S.C. 1121 provides that the Public Printer may acquire and furnish paper and envelopes (excluding envelopes printed in the course of manufacture) in common use by two or more Government departments, establishments, or services within the District of Columbia, and provides for reimbursement of the Public Printer from available appropriations or funds. Paper and envelopes that are furnished by the Public Printer may not be acquired in any other manner.

(2) Paper and envelopes for use by Executive agencies outside the District of Columbia and stocked by GSA shall be requisitioned from GSA in accordance with the procedures listed in Federal Property Management Regulations (FPMR) Subpart 101-26.3.

G.24 GOVERNMENT FURNISHED PROPERTY

During performance of this contract, the contractor will be required to acquire equipment, or data; or use government furnished/owned equipment on a no-charge, non-interference basis. At such time, the provisions of FAR Clause No. 52.245-1 entitled "Government Property", shall become applicable.

G.25 QUALITY ASSURANCE

The IT Technical Management Contractor shall ensure the timeliness and quality of the deliverables for the duration of this task. The GTL will review deliverables, provide comments for revisions, frequently monitoring IT Technical Management Contractor activities, and conduct routine status meetings. In addition, review of progress reporting will also help support the monitoring of the IT Technical Management Contractor's work.

G.26 COST ACCOUNTING STANDARDS (FAR SUBPART 30.2)

Pursuant to the requirements of FAR Subpart 30.2 – CAS Program Requirements, it has been determined that the Contractor's Accounting System has not been reviewed pending implementation of a new accounting system. In that regard, the contractor has agreed to implement an adequate accounting system no later than November 30, 2008. If CMS determines that the system does not meet the requirements of FAR Subpart 30.2, the Contractor must correct any inadequacies by February 28, 2009.

Until such time as an adequate accounting system has been approved and indirect cost provisional rates are established, the contractor shall bill all costs on an actual incurred cost basis.

If the contractor has not implemented an adequate accounting system by February 28, 2009, CMS reserves the right to terminate this contract in the best interest of the Government and negotiate a mutually agreeable settlement amount

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HHSAR 352.270-7 PAPERWORK REDUCTION ACT (JAN 2006)

(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; therefore, the Paperwork Reduction Act of 1995 (Pub. L. 104-13) shall apply to this contract. No plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single time) may be used without first obtaining clearance from the Office of Management and Budget (OMB). Contractors and Project Officers should be guided by the provisions of 5 CFR Part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of the HHS operating division or Office of the Secretary Reports Clearance Officer to determine the procedures for acquiring OMB clearance.

(b) The Contractor shall not expend any funds or begin any data collection until OMB Clearance is received. Once OMB Clearance is received from the Project Officer, 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.

(End of clause)

H.2 CONDITIONS FOR PERFORMANCE

In addition to the performance requirements of this contract as set forth under Section C, the Contractor may be required to comply with the requirements of any revisions in legislation or regulations which may be enacted or implemented during the period of performance of this contract, and are directly applicable to the performance requirements of this contract.

Such legislative or regulatory requirements shall become a part of this contract only through an execution of a contract modification by the Contracting Officer. The contractor will be consulted and participate in negotiations to effect an equitable adjustment to the contract.

H. 3 HIPAA BUSINESS ASSOCIATE PROVISION II

Definitions:

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

"Business Associate" shall mean the Contractor.

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

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

Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information ("PHI"), as

defined in 45 C.F.R. § 160.103, created or received by Business Associate from or on behalf of Covered Entity other than as permitted or required by this Contract or as required by law.

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

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Contract.

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

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

(f) Business Associate agrees to provide access, at the request of Covered Entity, to PHI received by Business Associate in the course of contract performance, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 upon request of Covered Entity.

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

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

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

Permitted Uses and Disclosures by Business Associate

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

Obligations of Covered Entity

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

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

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

Permissible Requests by Covered Entity

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

Term of Provision

(a) The term of this Provision shall be effective as of **{insert effective date}**, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

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

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

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

(c) Effect of Termination.

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

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

Miscellaneous

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

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

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

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

H-4 CMS IDENTITY MARK GUIDELINES

Agency

Centers for Medicare & Medicaid Services (CMS), Department of Health and Human Services (DHHS).

Summary

These usage guidelines provide information and instructions to all approved entities on the use of the CMS identity mark.

Authorized Users

The CMS mark is available for use by CMS staff and partners involved in CMS programs. CMS staff may use the mark after obtaining approval from their manager(s). Partners, contractors and other stakeholders may use the mark after obtaining approval from CMS Graphics. The mark may not be used for promotion of private, for-profit entities, nor may the name or mark be used to promote one service over another within CMS programs.

Section 1140 of the Social Security Act, 42 U.S.C. §1320b-10, prohibits the use of the words "Medicare" or "Medicaid" in a manner which would convey the false impression that such item is approved, endorsed, or authorized by CMS or DHHS, or that such person has some connection with, or authorization from, CMS or DHHS. Unauthorized use of the CMS mark should be reported to CMS Graphics, 7500 Security Blvd, C1-16-03, Baltimore, MD 21244.

Use of Identity Mark on Items for Sale or Distribution

Only CMS and its partners may use the CMS name or mark on items they distribute, provided the items follow guidelines for National Gifts as stated below. Items with the CMS mark generally should not be sold for profit.

National Gifts provision: Some entities may choose to offer gifts to the public. This practice is permitted as long as the gifts are of nominal value and are provided whether or not the individual is enrolled in a CMS program. Nominal value is defined as an item worth \$15 or less, based upon the retail purchase price of the item.

Approval

Requests to distribute items bearing the CMS name or mark must be submitted to CMS Graphics, within timeframes established by the liaison prior to the anticipated date of production. Approval requests will be effective for a period not to exceed the initial printing (for tangible items) or six (6) months (for advertising).

Restrictions

Unless otherwise approved, all unauthorized individuals, organizations, and commercial firms must discontinue producing materials bearing the old HCFA mark and/or the CMS "namefile" on the effective date of this notice.

Download Files

Thirty-seven different versions of the CMS Mark are available in a variety of file formats and computer platforms. Upon authorization, files may be downloaded at the following URL
<<http://cms.hhs.gov/images/cmsmark>>.

Questions regarding use of the CMS mark shall be addressed to the Contracting Officer.

H-5 SECURITY CLAUSE -BACKGROUND - INVESTIGATIONS FOR CONTRACTOR PERSONNEL

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

After contract award, the CMS Project Officer (PO) and the Emergency Management & Response Group (EMRG), with the assistance of the Contractor, shall perform a position-sensitivity analysis based on the duties contractor personnel shall perform on the contract, 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:

development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment; significant involvement in mission-critical systems; 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; other responsibilities that involve relatively high risk of causing damage or realizing personal gain; policy implementation; higher level management duties/assignments or major program responsibility; or independent spokespersons or non-management position with authority for independent action.

Approximate cost of each investigation: \$3,500

2) Moderate Risk (Level 5)

Public Trust positions that have potential for moderate to serious impact on the integrity and efficiency of the service, including computer security. These positions involve duties of considerable importance to the CMS mission with significant program responsibilities that could cause damage to large portions of AIS. Duties involved are considerably important to the agency or program mission with significant program responsibility, or delivery of service. Responsibilities that would require this level include:

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; 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; access to and/or processing of information requiring protection under the Privacy Act of 1974; assists in policy development and implementation; mid-level management duties/assignments; any position with responsibility for independent or semi-independent action; or delivery of service positions that demand public confidence or trust.

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

3) *Low Risk (Level 1)*

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

Approximate cost of each investigation: \$100

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

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

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

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

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

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

EMRG shall provide written notification to the CO with a copy to the PO of all suitability decisions. The PO shall then notify the Contractor in writing of the approval of the Contractor's employee(s), at that time the Contractor's employee(s) will receive a permanent identification badge. Contractor personnel who the EMRG determines to be ineligible may be required to cease working on the contract immediately.

The Contractor shall report immediately in writing to EMRG with copies to the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information,

not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

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

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

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

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

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

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

H-6 INDIRECT COST RATES

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

H-7 RESTRICTIONS ON THE USES OF INFORMATION

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

H-8 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-9 ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

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

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

(2) Access to the use of information:

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

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

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

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

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

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

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

H-10 CONFLICT OF INTEREST

a. It is essential that the contractor and the services provided to beneficiaries under this contract be free, to the greatest extent possible, of all conflicts of interest. The contractor shall have programs in place to identify, evaluate and mitigate all actual, apparent and potential conflicts of interest that preclude or would appear to preclude the contractor from rendering impartial assistance or advice.

b. Contractors must disclose all actual, apparent and potential conflicts of interest to the Contracting

Officer during the term of the contract. The contractor's plan to mitigate all actual, apparent and potential conflicts of interest identified during the term of the contract and a disclosure statement that all work to be performed under this contract is free of conflicts of interest is incorporated. The contractor is responsible for determining if an organizational conflict of interest exists in subcontractors at any tier and for ensuring that the subcontractor at any tier has mitigated any conflict actual, apparent or potential conflict of interest prior to the award, and during the term, of any subcontract for furnishing supplies or services under the prime contract.

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

1. Contractor A operates and sells managed care plans in the state of Delaware. Under this contract, Contractor A is required to provide names, telephone numbers and other plan information about managed care in the state of Delaware.
2. Contractor B sells a variety of Medigap policies nationwide. Under this contract, Contractor B is required to assist Medicare beneficiaries in determining gaps in their Medicare coverage. Contractor B is also required to provide the names and telephone numbers of Medigap policy providers.
3. Contractor C - A Durable Medical Equipment Supplier markets wheel chairs. Under this contract, Contractor C may assist beneficiaries in answering questions concerning the equipment and where they may obtain such items.
4. Contractor D performs telemarketing to sell vacation properties. Under this contract, Contractor D will have access to data on beneficiaries that could be used for mailing lists and phone listings that would enable Contractor D's telemarketing division to target that population.

d. The contractor is responsible for maintaining a program to ensure compliance with the plan identified in Paragraph H.10.b. This program must include a plan to continuously monitor its compliance with and the compliance of its subcontractors with the conflict of interest requirements, and a description of how the contractor will identify, evaluate resolve, avoid, neutralize or mitigate conflicts of interest during the term of the contract. This program is part of the plan identified in Paragraph H.10.b. and is incorporated.

The Contractor shall submit to the Contracting Officer an updated quarterly compliance program report if and when changes occur.

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

1. Is submitted with the offeror's original proposal;
2. Must be submitted to the Contracting Officer--
 - (i) When the CMS Contracting Officer requests a revision to the disclosure statement, and;
 - (ii) 45 days before any of the following:
 - (A) A change in the corporate structure;
 - * (B) Acquisitions of new organizations;

- * (C) Creation of new lines of business, and;
- * (D) A change in any of the information provided in the contractor's previous disclosure statement.

*(The 45-day advance notice is limited to arrangements with insurance organizations, institutional and non-institutional providers of health services, organizations that have financial or functional control over or have an ownership interest in health services, or any other arrangement which may be perceived by a prudent business person to create a conflict.)

f. The following information shall be disclosed in the Organizational Conflicts of Interest disclosure statement. The disclosure statement is incorporated at Attachment J-2. When submitting changes as required by H.10.e.2.(ii), only information that has changed from that contained in the incorporated version shall be submitted:

- 1 Corporate and organizational structure.
- 2 All Primary and Supplemental lines of business.
- 3 Financial interests in other entities, including the following:
 - (i) Percentage of ownership in any other entity.
 - (ii) Income generated from other sources.
 - (iii) A description of all instances of any level of involvement in any business or contractual relationship or activities that may be viewed by a prudent business person as a conflict of interest.
 - (iv) A list of current or known future contracts or arrangements, regardless of size, with any--
 - (A) Insurance organization or subcontractor of an insurance organization;
 - (B) Institutional and non-institutional providers of services or other individuals or entities furnishing services for which payment may be made under the Medicare program; and
 - (v) In the case of contracts or arrangements identified in accordance with paragraph f(3)(iv) of this section, the dollar amount of the contracts or arrangements, the type of work performed, and the period of performance.
- 4 The information required under paragraphs f(3) of this section for all of the offeror's officers, directors, and managers who would be or are involved with the performance of the contract.
- 5 A description of the methods the offeror will apply to mitigate any conflict of interest identified in the disclosure statement.

Any deception or omission in the disclosure statement will be grounds for non-consideration in the procurement process, termination of the contract, or other contract action.

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

H-11 352.270-19 ELECTRONIC INFORMATION AND TECHNOLOGY ACCESSIBILITY.

Electronic and Information Technology Accessibility (January 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:

(1) 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

(2) 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/> (New Window).

H-12 CODE OF CONDUCT

SMOKING

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

DRESS

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

H-13 CMS 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.

H-14 SECTION 508 COMPLIANCE FOR COMMUNICATIONS

- The contractor shall comply with the standards, policies, and procedures below. In the event of conflicts between the referenced documents and the SOW, the SOW shall take precedence.
- Rehabilitation Act, Section 508 Accessibility Standards
 - 1. 29 U.S.C. 794d (Rehabilitation Act as amended)
 - 2. 36 CFR 1194 (508 Standards)
 - 3. www.access-board.gov/sec508/508standards.htm (508 standards)
 - 4. FAR 39.2 (Section 508)
 - 5. CMS/HHS Standards, policies and procedures (Section 508)
- In addition, all contract deliverables are subject to these 508 standards as applicable.
- Regardless of format, all Web content or communications materials produced, including text, audio or video - must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. All contractors (including subcontractors) or consultants responsible for preparing or posting content must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents (above/below). Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the SOW shall be the responsibility of the contractor or consultant.
- The following Section 508 provisions apply to the content or communications material identified in this SOW:
 - 36 CFR Part 1194.22 a - j, l - p
 - 36 CFR Part 1194.41 a - c

H.15 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—

- (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at—

- (1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: *[Insert list of applicable subcontractors.]*

H-16 LIMITATIONS OF SUBCONTRACTING (FAR 52.219-14(b) (1)):

By submission of an offer and execution of this contract, the Offeror/Contractor agrees that in performance of this contract for Services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

Therefore the 8(a) concern must complete at least 50 percent of the cost of contract performance incurred for personnel. If, at any time during performance of this contract, the Contractor determines it is unable to meet this requirement; the Contracting Officer shall be notified immediately.

SECTION I - CONTRACT CLAUSES

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

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

- 52.203-1 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 (SEPT 2007)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
- 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 1999)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997) RETIREMENT
- 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)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA— MODIFICATIONS (OCT 1997)
- 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.216-8 FIXED FEE. (MAY 2004)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
- 52.217-9 OPTION TO EXTEND THE TERMS OF THE CONTRACT (MAR 2000)
- 52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION. (JUL 2005)
- 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 VIETNAM EAR, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (SEP 2006)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 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)
- 52.227-1 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)
- 52.228-7 INSURANCE – LIABILITY TO THIRD PERSON (MAY 1996)
- 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORK (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 CONSISTANCY OF COST ACCOUNTING (APR 1998)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (APR 2005)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUND (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 96) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-3 CONTINUITY OF SERVICE (JAN 1991)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- 52.242-2 PRODUCTION PROGRESS REPORTS (APR 2001)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I
APR 1984
- 52.243-7 NOTIFICATION OF CHANGES (APR 1984)
- 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 (JUNE 2007)
- 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

1.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

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

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.4 ORDER OF PRECEDENCE – UNIFORM CONTRACT

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

I.5 352.2 DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR) INCORPORATED BY REFERENCE

- 352.202-1 DEFINITIONS (APR 1984) ALTERNATE I
- 352.216-72 ADDITIONAL COST PRINCIPLES. (OCT 1990)
- 352.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (DEC 1991)
- 352.232-74 ESTIMATED COST AND FIXED FEE-INCREMENTALLY FUNDED CONTRACT. (APR 1984)
- 352.232-75 INCREMENTAL FUNDING. (JAN 2001)
- 352.233-70 LITIGATION AND CLAIMS (APR 1984)
- 352.242-71 FINAL DECISION ON AUDIT FINDINGS (APR 1984)
- 352.249-14 EXCUSABLE DELAYS (JANUARY 2006)
- 352.270-1 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (JAN 2001)
- 352.270-4 PRICING OF ADJUSTMENTS (JAN. 2001)
- 352.270-6 PUBLICATIONS AND PUBLICITY (JUL 1991)
- 352.270-7 PAPERWORK REDUCTION ACT (JAN 2001)
- 352.270-10 ANTI-LOBBYING (JANUARY 2006)

I. 6 352.224-70 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, 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.

SECTION J - LIST OF ATTACHMENTS

J.1 BILLING INSTRUCTIONS

INVOICE/FINANCING REQUEST INSTRUCTIONS FOR COST-REIMBURSEMENT TYPE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

(b) **Completion/Final Invoice:** The completion invoice is a final invoice which is submitted promptly upon completion of the work, but no later than one year from the contract completion date. The completion invoice should be submitted when all costs (except for finalization of indirect cost rates) have been assigned to the contract and all performance provisions have been completed. A revised final invoice may be required after the amounts owed have been settled between the Government and the Contractor (e.g., final indirect cost rates and resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The Contractor shall furnish the

information set forth in the explanatory notes below. These notes are keyed to the entries of the sample invoice/financing request.

- (a) **Paying Office and Address:** The paying office and address, identified in the Invoice Submission/Contract Financing Request clause of the contract, shall be entered on all copies of the invoice/financing request.
- (b) **Invoice/Financing Request Number:** Insert the appropriate serial number of the invoice/financing request.
- (c) **Date of Invoice/Financing Request:** Insert the date of the invoice/financing request is prepared.
- (d) **Contract Number and Date:** Insert the contract number and the date of the contract.
- (e) **Payee's Name and Address:** Show the Contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the Contractor, or a different payee has been designated, then insert the name and address of the payee instead of the Contractor.
- (f) **Contract Amount:** Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Fixed-Fee:** Insert the total fixed-fee (where applicable).
- (h) **Billing Period:** Insert the beginning and ending dates (day, month, and year of the period in which costs were incurred and for which reimbursement is claimed).
- (i) **Amount Billed for Current Period:** Insert the amount billed for the major cost elements, adjustment and adjusted amounts for the period.
- (j) **Cumulative Amount from Inception to Date of this Billing:** Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs:** Insert the major cost elements. For each element, consider the application of the paragraph entitled Costs Requiring Prior Approval on page 1 of these instructions.
 - (1) **Direct Labor:** This consists of salaries and wages paid (or accrued for direct performance of the contract).
 - (2) **Fringe Benefits:** This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Nonexpendable Equipment:** This category of cost includes permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years. Prepare and attach Form HHS-565 in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
 - (A) The item number for the specific piece of equipment listed in the Property Schedule;
 - (B) The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule, or;

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) Grand Totals

J-2 Accounting Certification

ACCOUNTING CERTIFICATION

NOTE: This information should correspond to the information in the Central Contractor Registration (CCR.) Database

CONTRACTOR NAME: (As registered with IRS)	Signature Consulting Group
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CONTRACTOR ADDRESS:	8918 Wilton Ave Ellicott City, MD 21043-1934
CONTRACTOR POC / TELEPHONE NUMBER(S):	Corey Cooke / (443) 812-9468
DUNS (Data Universal Numbering System) #	(b)(4)
TIN (Taxpayer Identification Number)	
CAGE CODE #:	4J6R9

SIGNATURE

For CONTRACTOR
(Title)

Date

J-3 REFERENCE MATERIAL

Attachments

- A. Medicare Care Management Performance Demonstration Application Form (currently pending OMB approval)
- B. EHR Demonstration "As Is" Business Process Description, Parts 1 & 2
- C. Statement of Work, dated August 12, 2008
- D. Acronym List

Web site References

Note: CMS shall provide the most recent editions of the existing standards upon award of the contract(s).

CMS Integrated IT Investment & System Life Cycle Framework
<http://www.cms.hhs.gov/SystemLifecycleFramework/>

CMS Enterprise Architecture
<http://www.cms.hhs.gov/EnterpriseArchitecture/>

CMS Target Reference Architecture

<http://www.cms.hhs.gov/SystemLifecycleFramework/Downloads/TechnicalRefArch.pdf>

CMS Internet Architecture

<http://www.cms.hhs.gov/SystemLifecycleFramework/Downloads/InternetArchitecture.pdf>

CMS Information Security

<http://www.cms.hhs.gov/InformationSecurity>

CMS Information Technology Standards

http://www.cms.hhs.gov/SystemLifecycleFramework/09_Standards.asp#TopOfPage

CMS Requirements Writer's Guide

<http://www.cms.hhs.gov/SystemLifecycleFramework/Downloads/RequirementsGuide.pdf>

CMS DBA Standards

<http://www.cms.hhs.gov/DBAdmin/>

CMS J2EE Application Development Guidelines

<http://www.cms.hhs.gov/SystemLifecycleFramework/Downloads/J2EEApplicationDevelopmentGuidelines.pdf>

CMS Policy for Configuration Management

<http://www.cms.hhs.gov/SystemLifecycleFramework/Downloads/CMPolicy.pdf>

FIPS Data Encryption Standards

<http://csrc.nist.gov/publications/nistpubs/800-67/SP800-67.pdf>

<http://csrc.nist.gov/cryptval/des/tripledesval.html>

Reference System Documentation

CMS shall provide existing documentation and source code for similar projects deployed within the CMS data center (including processes, utilities, data models, and source and object code, etc.) for the IT Technical Management Contractor to use in any capacity related to CMS' mission.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K-1 52.204-8 Annual Representations and Certifications. (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$23,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 352.204 Certification of Filing and Payment of Federal Taxes (March 2008)

(a) The offeror certifies that, to the best of its knowledge and belief:

1) It has filed all Federal tax returns required during the three years preceding this certification;

2) It has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and

3) It has not been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The signature on the offer is considered to be a certification by the offeror under this provision.