DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop N2-20-16
Baltimore, Maryland 21244-1850

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Office of Strategic Operations and Regulatory Affairs/Freedom of Information Group
Refer to: Control Number 071520197032 and PIN MNMY

Austin R. Evers
American Oversight
1030 15th Street NW, Ste B266
Washington, DC 20006

DEC 2 3 2019

Dear Mr. Evers:

This letter is in response to your Freedom of Information Act (FOIA) request of July 12, 2019, addressed to the Centers for Medicare & Medicaid Services (CMS). Within your correspondence, you sought the following:

1. Copies of any contracts (whether prime or subcontracts) or any modifications therefore involving any of the individuals or entities listed below entered into since January 20, 2017, as well as any related solicitations:
    a. Porter Novelli
    b. Pam Stevens
    c. Nahigian Strategies
    d. Marcus Barlow

2. Any requests for ethics guidance regarding any of the contracts (or subcontracts) identified in Part 1 above.

3. Any ethics guidance, ethics determinations, or other ethics analysis regarding any of the contracts (or subcontracts) identified in Part 1 above.

Our agency initiated a search for records falling within the scope of your request and located 348 pages of responsive documents for Item #1. After careful review of the documents submitted to me, I have determined to release these pages to you, in part, as enclosed. Of these pages, 252 are released to you, in their entirety, without redactions. However, I am denying you access to portions of 96 of the released pages pursuant to Exemptions 3, 4 and 6 of the FOIA (5 U.S.C. § 552(b)(3), (b)(4) & (b)(6)).

Exemption 3 of the FOIA protects from disclosure certain tax return information, to include Taxpayer Identification Numbers of third parties, and certain tax convention information. In this instance, 26 U.S.C. §§ 6103, 6105 prohibits agencies from releasing under the FOIA any Taxpayer Identification Numbers of third parties.

Exemption 4 protects information which constitutes "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." Commercial or financial matters are "confidential" for the purpose of this exemption if such voluntarily provided information is of a kind that would customarily not be released to the public by the person from whom the information was obtained, or if such required submissions are likely to: impair the government's ability to obtain necessary information in the future; cause substantial harm to the competitive position of the person from whom the information was obtained; or impair the effectiveness of a government program. This exemption is intended to protect the interest of both the government and submitters of information.

The portions of pages withheld under this exemption constitute the names of key personnel and non-managerial staff. Release of information concerning the submitter's personnel might allow a competitor to raid the submitter's personnel and hire away key employees. This could enhance the competitor's position and might hurt the submitter's position, especially where the quality of technical or management personnel is important in performing the work. Subcontract information is also being withheld pursuant to Exemption 4.

Exemption 6 of the FOIA permits a Federal agency to withhold information contained in personnel and medical files and similar files the disclosure of which would "constitute a clearly unwarranted invasion of personal privacy." I have weighed the public interest in disclosure (which the Supreme Court has held to be limited in this context to the public interest that would be served by shedding light on the agency's performance of its statutory duties) against the harm to the privacy of the individuals identified in these records and have concluded that the privacy interest of the subject individuals outweighs the public interest in disclosure in this particular matter.

After a careful search of the Centers for Medicare & Medicaid Services (CMS) files, i.e., a search reasonably calculated to locate records responsive to your request and employing reasonable standards, we were unable to locate any records responsive to item #'s 2 and 3 of your request.

If you believe that the information withheld should not be exempt from disclosure, or this response constitutes an adverse determination, you may appeal. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision.

Your appeal must be mailed within 90 days from the date of receipt of this letter, to:

Principal Deputy Administrator
Centers for Medicare and Medicaid Services
Room C5-16-03
7500 Security Blvd.
Baltimore, Maryland 21244-1850

Please clearly mark both the envelope and your letter "Freedom of Information Act Appeal."

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you may contact Jay Olin at (410) 786-3677 OR the CMS FOIA Public Liaison for assistance at:

Joseph Tripline
CMS FOIA Public Liaison
Centers for Medicare & Medicaid Services
7500 Security Blvd., MS N2-20-16
Baltimore, Maryland 21244-1850
Telephone: (410) 786-5353
Fax (443)-380-7260

If you are unable to resolve your FOIA dispute through our CMS FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road–OGIS
College Park, MD 20740-6001

Telephone: 202-741-5770
Toll-Free: 1-877-684-6448
E-mail: ogis@nara.gov
Fax: 202-741-5769

Sincerely yours,

Jay Olin
Director, Division of FOIA Analysis – C
Freedom of Information Group

Enclosure

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	08/31/2018
2. CONTRACT NO. *(If any)*	HHSM-500-2011-00028I
3. ORDER NO.	75FCMC18F0001
4. REQUISITION/REFERENCE NO.	OC-393-2018-0191
5. ISSUING OFFICE *(Address correspondence to)*	CMS,OAGM,AGG,DBSC 7500 SECURITY BLVD., MS: B3-30-03 BALTIMORE MD 21244-1850
6. SHIP TO: a. NAME OF CONSIGNEE	Not Applicable
b. STREET ADDRESS	
c. CITY	
d. STATE	
e. ZIP CODE	
f. SHIP VIA	
7. TO:	LAURA WOTYCHA
a. NAME OF CONTRACTOR	Porter Novelli Public Services, Inc.
b. COMPANY NAME	
c. STREET ADDRESS	1615 L STREET NW, SUITE 1150
d. CITY	WASHINGTON
e. STATE	DC
f. ZIP CODE	20036

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR:

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA	P-203-18-001441-009
10. REQUISITIONING OFFICE	Office of Communications

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF a. INSPECTION	13. PLACE OF b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
Destination	Destination		08/31/2019	

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: (b)(3) DUNS Number: 828641642 Pursuant to the Terms and Conditions of Contract HHSM-500-2011-00028I, the Contractor shall provide Strategic Communications Services in accordance with Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT	
19. GROSS SHIPPING WEIGHT	
20. INVOICE NO.	
17(h) TOTAL *(Cont. pages)*	$2,249,952.00
21. MAIL INVOICE TO: a. NAME	DHHS, CMS, OFM, AMG
b. STREET ADDRESS (or P.O. Box)	Div. of Financial Operations P.O. Box 7520
c. CITY	Baltimore
d. STATE	MD
e. ZIP CODE	21207-0520
17(i) GRAND TOTAL	$2,249,952.00

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*
HEATHER ROBERTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
	HHSM-500-2011-00028I	75FCMC18F0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	the attached Statement of Work (SOW). Funds in the amount of $2,249,952.00 are provided to perform the tasks in the attached SOW and are allocated on a Time and Materials basis. See Pages 3-43. Please see the following attachment: Attachment 1 -Statement of Work with Schedule of Deliverables Attachment 2 -Contractor Business Ethics Compliance Program Attachment 3 -Personal Conflicts of Interest Financial Disclosure Req Identifier: P CAN Number: 5996933 Appropriation: 7580511 Object Class: 25235 Component ID: 203 Fiscal Year: 18 Project #: 001441 Sequence #: 009 Period of Performance: 09/15/2018 to 08/31/2019					
0001	Strategic Communications Services				2,249,952.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$2,249,952.00	

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development of an agency wide *Strategic Communications Plan* in support of CMS' overall goals, objectives and initiatives.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of **$2,249,952.00**.

CLIN / SLIN #	Description	PSC	Accounting Classification	Unit of Measure	Quantity	Estimated Cost	Period of Performance
0001	***Strategic Communications Services***	***R426***	***CAN-5996933***	***Dollars***	***$2,249,952.00***	***$2,249,952.00***	***September 15, 2018 – August 31, 2019***

Strategic Communications Services (awarded)

COST ELEMENT	Name	*RATE*	*HRS.*	*AMOUNT*
Partner				
Senior Vice President				
Senior Vice President				
Senior Vice President				
Senior Vice President				
Vice President				
Account Manager				
Account Supervisor				
Account Supervisor		(b)(4), (b)(6)		
Senior Account Executive				
Assistant Account Executive				
Account Coordinator				
Subtotal				
Other Direct Costs (ODC's)				
Indirect Costs on ODCs				
ODCs + Indirect Costs				
T&M Not to Exceed Total				***$2,249,952.00****

**Rounded*

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.212-4, Alt. I and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2018 through August 31, 2019.

B.14(B) PAYMENTS – VOUCHERS - Time & Materials/Labor Hour Contracts (OCT 2015)

a. **GENERAL:** The Contractor shall submit to the Government a voucher or Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal, for payment in accordance with the instructions below.

b. **METHOD OF PAYMENT:** CMS shall only make an electronic payment for reimbursement of voucher submissions in accordance with FAR 52.232-33, Payments by Electronic Funds Transfer – System for Award Management. In order to receive payments, the contractor shall register in the System for Award Management (SAM) database, in accordance with FAR 52.204-7, System for Award Management.

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

c. **CONTENT OF VOUCHER -** Vouchers shall include, at a minimum:

- Contractor's name and address
- Contractor's Tax Identification Number (TIN)
- Contractor's DUNS Number
- Voucher Number to include the designation of the Contract Payment Category Type as follows:
    - Contract Payment Category Type **II**

INVOICE/VOUCHER REVIEW/APPROVAL PROCESSING TIME FRAMES	
	TYPE II
TEAM MEMBER	**All Other Contracts (No $ Limit)**
OFM/DAO	14 Days
COR	8 Days
CS/CO	8 Days
Total Processing Time	**30 Days**

- Contract and Order Number, as applicable;
- Contract line item number and/or Subcontract line item number;
- Description, quantity, unit of measure, unit price and extended price/cost of the items actually delivered or services rendered, i.e., Labor category and labor hours x labor rate = total direct labor dollars, subcontractor costs, travel, other direct costs, overhead rate(s), etc.;
- Shipping and payment terms;
- Terms of any discount for prompt payment offered;
- Other substantiating documentation or information as required by the contract;
- Name, title, phone number and complete mailing address of responsible official to whom payment is to be sent;
- Name, title, phone number of person to notified in the event of a defective voucher; and,
- Period of performance for delivery date of goods or services provided.

d. MAILINGS: Vouchers shall be submitted as follows:

4. ELECTRONIC MAIL: The contractor shall submit an electronic copy of the voucher to both of the following individuals:

- Contract Specialist – lauren.teal@CMS.HHS.Gov; and
- COR – matthew.aiken@CMS.HHS.Gov.

5. REGULAR MAIL: An original hard copy of the voucher shall be submitted to the address below:

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

6. **OVERNIGHT MAIL:** If the contractor chooses to use an overnight mail carrier, the original hard copy of the voucher shall be submitted to the address below:

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

e. **PAYMENTS:** The Government shall make payments on all vouchers in accordance with –

- FAR 52.212-4, Contract Terms and Conditions – Commercial Items, (if applicable),
- FAR 52.216-7, Allowable Cost & Payment *(not applicable to commercial items and labor-hour contracts)*,
- FAR 52.232-1, Payments, and
- FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts

upon acceptance by the Contracting Officer's Representative (COR) of the required supplies/services in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval.

Reimbursement for vouchers submitted under this contract shall be made not later than thirty (30) calendar days after receipt of an acceptable voucher from the Contractor at the paying office designated above. Any discrepancies determined as a result of the audit could delay the processing of the voucher and may result in the voucher being returned to the Contractor for corrections.

f. **INTEREST ON OVERDUE PAYMENT**

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

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

B.16 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) / ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ALT COR)

(a) The Contracting Officer has designated **Matthew Aiken** as the COR for this contract.

(b) The duties of the COR are limited to the following:

(1) Monitoring of the contract from a programmatic standpoint; and

(2) Technical guidance which is within the scope of the contract as written.

(c) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.

(d) Unless and until the Contracting Officer determines the guidance is within the scope of this contract and modifies same, vouchers may not be submitted for work already performed.

B.18 GOVERNMENT REPRESENTATIVES & RESPONSIBILITIES (JUL 2016)

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. Contracting Officer

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, "Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings." There is no other authorized representative or any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: Heather.robertson@cms.hhs.gov
Phone: (410) 786-6888

a. Contract Specialist

Notwithstanding any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Lauren Teal
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: lauren.teal@cms.hhs.gov
Phone: (410) 786-2993

a. Contracting Officer's Representative

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: S1-13-05
Baltimore, MD 21244-1850
Email: matthew.aiken@cms.hhs.gov
Phone: (410) 786-1029

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

(1) Directions to the Contractor which direct 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 technical requirements as identified in the Statement of Work or Performance Work Statement; or

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

The COR does not have the authority to:

1. Make changes to contract terms and conditions;
2. Direct the contractor to perform work or make deliveries not specifically required under the contract;
3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;

4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or

5. Issue direction that constitutes a "change" as defined in:

   FAR 52.243-1, Changes – Fixed Price;
   FAR 52.243-2, Changes – Cost Reimbursement;
   FAR 52.243-3, Changes – Time and Material and Labor Hour;
   FAR 52.243-4, Changes; or,
   FAR 52.243-5, Changes and Changed Conditions.

All technical direction shall be issued in writing by the COR or, if issued verbally, shall be confirmed in writing by the COR within five (5) business days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR within the scope of his/her authority.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes.

SECTION C CONTRACT CLAUSES

C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 2015) - ALTERNATE I (MAY 2014)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: N/A; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*. (1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in

advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Phone, fax, copies
Media Monitoring

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule		
Period	**Period**	**Amount Due**
1	September 2018	
2	October 2018	
3	November 2018	
4	December 2018	
5	January 2019	
6	February 2019	
7	March 2019	(b)(4)
8	April 2019	
9	May 2019	
10	June 2019	
11	July 2019	
12	August 2019	
TOTAL:		

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the

Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the

contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.2 ADDENDA TO 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)

Department of Health and Human Services Acquisition Regulations (HHSAR) Clauses Incorporated by Reference

HHSAR 352.239-74 ELECTRONIC INFORMATION AND TECHNOLOGY ACCESSIBILITY (DEC 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards **not** applicable to this task order are:

- Chapter 4 Hardware
- Chapter 5 Software

Therefore, all remaining standards apply.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering

Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

C.17 Subcontract Consent

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

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

C.23 352.237-75 Key Personnel (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individuals are considered key personnel under this task order:

(b)(4), (b)(6) roject Director
Account Manager

C.33 CMS Information Security (APR 2013)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes "Cloud" computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html. The requirements cover **all** CMS contracts and associated deliverables, which are required on a "per contractor" basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at http://csrc.nist.gov/groups/SMA/fisma/index.html. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,

- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at http://www.gsa.gov/portal/category/102371. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html..

C.45 Open Government Proactive Pre- Disclosure Notification (OCT 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "…Trade secrets and commercial or financial information obtained from a person and privileged or confidential…" information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…," otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

- **a. CBI Highlighted Copy of Contract**: One copy of the contract with all CBI highlighted for CMS FOIA review.
- **b. Contractor Proposed Redacted Public Release Copy of Contract**: An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
- **c. Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential**: The Contractor shall provide, in a separate file, rationale for why disclosure of "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…" would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

C.46 Post Award Business Ethics, Conflict of Interest and Compliance (OCT 2015)

a. **General:** It is imperative that the Contractor and the services provided under this contract be free, to the greatest extent possible, of all Organizational and Personal Conflicts of Interest. In this clause, all references to Organizational and/or Personal Conflicts of Interests will be referred to individually or collectively, as the text justifies, as Conflicts of Interest (COI). Except as provided below, the Contracting Officer shall not maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved COI. However, in accordance with FAR 9.503 Waiver, the Contracting Officer may contract with a Contractor that has an unresolved COI if he/she determines that it is in the best interest of the Government to do so.

b. **Definitions:**

Actual COI– means that the COI is currently in existence as determined by the Offeror's or Contractor's Compliance Officer and/or as determined by CMS. This form of COI will require avoidance, neutralization or mitigation acceptable to CMS.

Affiliates – As defined in FAR 2.101 means associated business concerns or individual(s) if, directly or indirectly either one controls or can control the other; or a third party controls or can control both.

For purposes of this contract, affiliate control or influence may include, but is not limited to:

(a) Interlocking management or ownership (e.g., individuals serving in similar capacities in several companies);

(b) Identity of interests among family members such as spouse/domestic partner and/or any dependent of the respondent;

(c) Shared facilities and equipment;

(d) Common use of employees; or

(e) A business concern organized just prior to, or immediately following, the release of a solicitation or request for information, which has the same or similar management, ownership, or principal employees as the Offeror or Contractor.

Any business, whether or not it is organized for profit or located in the United States or its outlying areas, or person may be found to be an affiliate. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

Apparent (Perceived) COI – means that the COI on first observation appears to be an actual or potential COI, but may or may not be after analysis. Even if the apparent COI is determined to be non-existent, this perception may still require further explanation.

Financial Interests/Relationships – means a healthcare related direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest.

A financial interest/relationship may arise from the following non-exclusive examples:

(a) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(b) Current or known future arrangements or requirements for which you are defined as an interested party including, but not limited to, an entity that may create one or more of the three forms of COI;

(c) Consulting relationships, including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation;

(d) Services provided in exchange for honorariums including travel expense reimbursements;

(e) Research funding or other forms of research support;

(f) Healthcare related investment in the form of stock or bond ownership, including healthcare sector investment only mutual funds;

(g) Healthcare business ownership or partnership interests;

(h) Patents, copyrights, and other intellectual property interests;

(i) Seeking or negotiating for prospective employment or business; or

(j) Gifts, including travel.

Mitigation – means action taken by the Contractor to reduce the COI risk to a level acceptable to CMS on a present contract.

Organizational Conflict of Interest – In accordance with FAR 2.101 Definitions, means that because of other activities or relationships with other persons, a person is unable, or potentially unable, to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is, or might be, otherwise impaired, or a person has an unfair competitive advantage.

For purposes of this contract, the COI definition includes direct or indirect relationships including, but not limited to, the Contractor and its parent company, subsidiaries, affiliates, subcontractors, clients and principals.

Personal Conflicts of Interest – A situation in which a person has a financial interest, personal activity, or relationship that could impair the person's ability to act impartially and in the best interest of the Government when performing under this contract.

(a) Among the sources of personal conflicts of interest are—

i. Financial interests of the person, spouse/domestic partner and/or any other dependent of the person, as defined for Federal tax purposes;
ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business) and,
iii. Gifts, including travel.

(b) For example, financial interests referred to in paragraph (a)(i) of this definition may arise from—

i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
ii. Consulting relationships;
iii. Services provided in exchange for honoraria or travel expense reimbursements;
iv. Research funding or other forms of research support;
v. Healthcare related investments;
vi. Real estate investments;
vii. Patents, copyrights, and other intellectual property interests; or
viii. Business ownership and investment interests.

Potential COI – means that the COI could become an actual COI due to contingency events and/or as determined by CMS. This form of COI will require mitigation acceptable to CMS.

Principal – As defined in FAR 52.203-13, Contractor Code of Business Ethics and Conduct, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).

Three (3) Types of COIs include:

Conflict Types	Definitions
Biased Ground Rules	Consists of situations in which a firm, as part of its performance of a Government contract, has helped (or is in a position to help) set the ground rules for another Government contract by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In these "biased ground rules" cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself and/or its affiliates.
Impaired Objectivity	Consists of situations where a firm has an interest (typically financial) that may conflict with the interest of the Government to whom the firm has a contractual obligation, and the firm's work under the Government contract could give the firm the opportunity to benefit its other business interests. If the firm is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment or advice, the firm's objectivity may be impaired. An example is where the firm was evaluating itself, an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.
Unequal Access to Information	"Unfair" access to non-public information – Consists of situations in which a firm has access to nonpublic information (including proprietary information and non-public source-selection information) as part of its performance of a Government contract and that information may provide the firm with a competitive advantage in a later competition for a Government contract. In these "unequal access to information" cases, the concern is limited to the risk of the firm gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency alone does not constitute an "unequal access to information."

c. Conflicts of Interest Identified During Contract Performance – In accordance with FAR 3.10 and 52.203-13, Contractor Code of Business Ethics and Conduct, and this contract, the Contractor shall have procedures in place to detect and disclose all COIs throughout the life of the contract.

1. <u>COI Oversight Program</u>: The Contractor shall maintain an effective COI Oversight Program. As part of the program, the Contractor shall implement company business practices, procedures, polices and internal controls for compliance with COI requirements, such as:

(a) Preventing conflicts of interest, prohibiting the use of non-public information accessed through this contract for personal gain, and obtaining a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through this contract;

(b) Conducting Internal and External Audits;
(c) Policy Enforcement and Employee Disciplinary Actions;
(d) Retention of Records;
(e) Management of Subcontractors;
(f) Internal control systems;
(g) Display of Fraud Hotline Poster(s) in accordance with FAR 52.203-14 Display of Hotline Poster(s).
(h) Reviewing the information required by Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template, for each principal, officer and governing body member (e.g., Board of Directors; Trustees; etc.) of the organization, as well as managers and key personnel who would be, or are involved with, the performance of this contract. It is recommended that individuals who have not disclosed changes within the reporting period, submit an annual disclosure update to their Compliance Officer for review;
(i) Informing employees, through an employee education and training program, of their obligation to disclose and prevent conflicts of interest, not to use non-public information accessed through performance of this contract for personal gain, and to avoid even the appearance of personal conflicts of interest; and,
(j) Reporting to the Contracting Officer any conflict of interest violations.

The following details are provided for respective COI disclosure expectations when/if a COI arises during contract performance:

2. <u>Conflict of Interest</u>:

COI information shall be submitted as follows:

(a) <u>Conflict of Interest Submission During Contract Performance</u>:

At any time during the performance of this contract, if the Contractor learns of any actual, potential, or apparent COI, whereby a reasonable business person might equate the COI to one (1) of the three (3) types of COIs identified in H.1.b Definitions, the Contractor shall notify the Contracting Officer in writing within five (5) business days of the identification of the actual, potential, or apparent COI. Within 30 calendar days, or as otherwise negotiated with the Contracting Officer, the Contractor shall submit a COI Disclosure in accordance with 2(b) below.

(b) <u>What is Required in a COI Disclosure</u>: When an initial COI disclosure is submitted and/or a revision thereof is required, the Contractor shall provide an initial or revised, as the case may be, Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements.

(c) <u>Personal COI Information</u>: It is the Offeror/Contractor's responsibility to have a plan in place (see C.46.c.1 COI Oversight Program) to ensure that actual, potential, or apparent personal conflicts of interest are identified, analyzed and mitigated for performance of this contract.

Personal COI information shall be obtained by the Offeror/Contractor for each:

- Manager or Key personnel who would be, or are involved with, the performance of this contract;
- Governing Body member (e.g., Board of Directors, Trustees, etc.); and,
- Principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template is provided as a "sample" for the Offeror/Contractor to follow when identifying, analyzing and mitigating actual, potential, or apparent Personal COIs for this contract. Notwithstanding, Personal COI information obtained from the above individuals shall not be submitted to the Government.

(d) Mitigation/Resolution: The Contracting Officer determines whether a COI has been identified and whether the actual, potential or apparent COI has been mitigated/resolved to the Government's satisfaction. The Mitigation/Resolution plan may include a COI audit requirement as determined by the Contracting Officer. The Contractor's approved COI Mitigation/Resolution plan shall be incorporated into the contract.

In cases whereby a COI cannot be, or has not been, mitigated to the Contracting Officer's satisfaction, the Contracting Officer may take the following action including, but not limited to:

i. Request a post-award waiver in accordance with FAR 9.503 Waiver, from the Head of the Contracting Activity; or

ii. Make changes to the requirements of the contract; or

iii. Terminate the contract.

(e) Independent Audit: If the Contracting Officer requires a COI audit as part of the accepted mitigation plan, the Contractor shall obtain the services of an External/Independent auditor to conduct an audit. If the Government chooses to undertake the audit in lieu of the Contractor's independent auditor, the Contracting Officer will notify the Contractor within 60 days of the anniversary date of the contract.

Such auditor shall have expertise in conducting compliance program and conflict of interest audits. The Contractor's records may also be subject to audit by the Government to ensure compliance with this contract's C.46 clause requirements and/or ensure that any corrective action, if necessary, has been implemented.

1. Subcontractors: A COI independent audit shall be required at the discretion of the Prime Contractor. If the Prime Contractor requires an audit of the subcontractor(s), the subcontractor's audit shall be included with the Prime Contractor's audit submission.

2. First Audit: When an audit is required as part of an acceptable mitigation plan, the Contracting Officer will negotiate the frequency of the audits and required deliverable dates. Generally, only one audit will be required during the period of performance subject to Contracting Officer discretion. The independent audit will be submitted by the auditor directly to the Contracting Officer with a copy to the Contractor.

3. Subsequent Audits: Additional audits are at the discretion of the Contracting Officer. The Contracting Officer will consider previous audit findings, any corrective action(s) and any new COI information, when making the decision to require subsequent audits.

4. Audit Findings: When Contractor Conflict of Interest Oversight findings are disclosed in an independent audit, the Contractor shall include in the draft audit report its proposed corrective action plan for each finding. The Contracting Officer may require a revised COI mitigation plan to be submitted as a result of the audit findings.

5. Independent Audit Requirements:

   (a) The auditor shall decide what processes it will use to review, verify and confirm the information, processes and policies disclosed by the Contractor to the Government. The audit shall include a process for the contractor to review audit findings and provide a response to the auditor, which shall be included in the final audit submitted to the CMS Contracting Officer.

   (b) The audit shall confirm that any and all COI mitigation plans, approved by the Government, have been implemented and are functioning as anticipated. Although not all inclusive, the auditor may also want to consider the following:

      (i) Review of all COI disclosures submitted to the Government to validate the accuracy and completeness of such disclosures;

      (ii) Conducting appropriate interviews with principals, key personnel and independent members of the board of directors, as appropriate;

      (iii) Reviewing the Contractor's organizational chart(s), articles of incorporation, bylaws and/or other documents, to validate the accuracy and completeness of COI disclosures to the Government;

(iv) Confirming that the Contractor annually, at a minimum, collects and reviews for assessment and appropriate action by the Compliance Officer, personal conflict information from its principals, key personnel (on the relevant contract(s)) and board of director members;

(v) Confirming whether the Contractor is in compliance with its internal Contractor Conflict of Interest Oversight program(s); and,

(vi) For its Subcontractors, confirming whether the prime Contractor is monitoring Subcontractor compliance with the required contract flow-down provisions and disclosed practices, in accordance with contract H.1. The auditor may review other information as it deems appropriate to ensure that COI issues have been identified and resolved, in accordance with Contractor disclosures.

(vii) The auditor will also examine the Contractor's records to verify that all of the requirements specified in FAR 52.203-13(c)(2)(ii), Contractor Code of Business Ethics and Conduct, are met.

6. Reporting Requirements: The audit report, inclusive of all auditor findings and proposed corrective actions, shall be delivered via e-mail or US Postal Service to the Contracting Officer directly from the auditor.

d. Subsequent COI Disclosures (i) When/if a COI is discovered during contract performance, subsequent COI disclosures may be required as follows:

- If as a result of, the Government or Contractor independent auditor review, any findings require a change in the Initial Disclosure, submit a COI Disclosure Revision, in accordance d (ii). below, to the Contracting Officer within 30 calendar days of the final audit report.
- Within 30 calendar days when the Contracting Officer requests a revision.
- At least 45 calendar days prior to a change due to proposed or planned business actions, e.g., acquiring or selling a business or business segment, changes in ownership of the organization holding the contract, etc.

(ii) What is Required in a Revision:

When COI disclosures require revision, the Contractor shall provide a revised Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance

Program Requirements. Red-lined versions are preferred.

e. Subcontractor Flow-Down Clause: The prime Contractor is responsible for avoiding, neutralizing and mitigating all actual, potential, or apparent COIs of its Subcontractors, in accordance with this clause. Therefore, the prime Contractor shall flow-down C.46 Post Award Business Ethics, Conflict of Interest and Compliance, of this contract in all subcontracts. For Subcontractors, wherever the term "Contractor" is used, insert "Subcontractor."

C.47 CMS SECURITY CLAUSE (APR 2016)

a. Applicability

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and Federal Information Processing Standard (FIPS) PUB Number 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) Include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

b. Definitions

"Agency Access" means access to CMS facilities, sensitive information, information systems or other CMS resources.

"Applicant" is a Contractor employee for whom the Contractor submits an application for a CMS identification card.

"Contractor Employee" means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

"Official station"— As defined by Federal Travel Regulations, An area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler's home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler's home or regular place of business. If the employee's work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee's position of record are based is considered the regular place of work.

"Federal Identification Card" (or "ID card") means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. "Issuing Office" means the CMS entity that issues identification cards to Contractor employees.

"Locally Based Physical Access Card" means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

"Local Security Servicing Organization" means the CMS entity that provides security services to the CMS organization sponsoring the contract, Division of Physical Security and Strategic Information (DPSSI).

"Logical Access" means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

"Personal Identity Verification (PIV) card," as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, "smart" card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

"Personal Identity Verification-Interoperable (PIV-I) card" similar to a PIV card, is a physical artifact (e.g., identity card, "smart" card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. Contractor Responsibility: The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government,

the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c)(2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.

2. Alien Status: The Contractor shall monitor an alien's (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 - Employment Eligibility Verification.

3. Residency Requirement: All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with Office of Personnel Management (OPM) guidance. Contractor employees who worked for the U. S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant's personnel file is located, the state-side address of the Professor in charge of the applicant's "Study Abroad" program, the religious organization, charity, educational, or other non-profit organization records for the applicant's overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.

4. Selective Service Registration: All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. **Identification Card Application Process**

ID Card Sponsor: The CMS Contracting Officer's Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor's application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS), for processing. If approved, an applicant may be issued either a Personal Identity Verification (PIV) or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' Enterprise User Administration (EUA) Electronic Front-end Interface (EFI) system, which is located at https://eua.cms.gov/efi. To assist users with the application process, a user's guide is located at:https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html.

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP**: Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints**: Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306**: Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of0306.PDF.
4. **Access to Restricted Area(s)**: The CMS COR will initiate all Federal ID card holders' physical access requests via Physical Access Control System (PACS) Central at https://pam.cms.local.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;
7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and

8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM e-QIP and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):** This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.

ii. **Computer Based Training (CBT)** (within 3 days of approved EUA account): This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.

f. Background Investigation and Adjudication

Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM e-QIP system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.
ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.
iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.
iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.
v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM Federal Investigative Services (FIS) Freedom of Information (FOI) office. The following OPM-FOI link is being provided to afford one the instructions for obtaining a copy of one's file: https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

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 within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at http://www.opm.gov/investigations/background-investigations/federal-investigations-notices. 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

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

i. **Renewal**: A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.

ii. **Lost/Stolen**: Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at SECURITY@cms.hhs.gov. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at Badging@cms.hhs.gov, and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.

iii. **Replacement**: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the PIV card or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the “Badge Issuance” process again as described in above in section (c)(2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. Surrender ID Cards/Access Cards, Government Equipment
CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

The following clauses are incorporated by reference:
C.48 FAR 52.224-1 Privacy Act Notification
C.49 FAR 52.224-2 Privacy Act
C.50 FAR 52.227-14 Rights in data-general
C.51 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
C.52 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

National Multimedia & Education Campaign Task Order
Strategic Communications Services

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

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development of an agency wide strategic communications plan in support of CMS' overall goals, objectives and initiatives. Due to new initiatives that are coming from both the DHHS Secretary's office and the CMS Administrator's office, new strategic communications plans are required to integrate the agency's programs and public education efforts. New communications plans will position CMS to be more proactive and strategic when communicating with consumers, media, social media, and stakeholders about CMS' programs and services. As these new initiatives continue to take shape in 2019, the overarching strategic communications plan will require refinement.

CMS administers a variety of programs, including, but not limited to Medicare, Medicaid, the Children's Health Insurance Program (CHIP), Quality Data and Physician Compare, and the Health Insurance Marketplace. As the largest healthcare payer, CMS serves more than 100 million people and is focused on improving the delivery and quality of care. CMS is responsible for conducting national communications campaigns to promote these programs and other CMS initiatives to consumers, providers and other key audiences. The strategic communications plan shall help ensure consistent, accurate, timely, understandable and reliable information about CMS and its programs and services.

B. BACKGROUND

This work consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to; strategic plan development, messaging architecture, identification of strategic opportunities for public engagement, and interaction with the media.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

C. DEFINITIONS

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for- Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any communications products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications
CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant in accordance with HHSAR 352.239-74 Electronic Information and Technology Accessibility (DEC 2015).

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute an agency wide strategic communications plan that builds upon work that has been done in this area. The Contractor shall work with the Contracting Officer's Representative (COR), the Office of the Administrator, and Components across CMS to identify upcoming initiatives and ensure that they are integrated in the overarching strategic communications plan to be conducted over the course of the period of performance. The primary focus of the task order shall be strategic plan development, messaging architecture, identification of strategic opportunities for public engagement, interaction with the media, comprehensive social media planning and execution and other tactics to reach CMS' target audiences with overarching messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the communications plans.

B. TASKS/ACTIVITIES

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Strategic Communications Planning and Execution

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. The strategic communications plan shall include: establishing goals, defining the target, defining the messages, identifying opportunities for public interaction, identifying opportunities for media interaction; and recommending social media tactics and analysis.
  - The strategic plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
  - A budget shall be included.
- Ensure all agency sub-communication plans (i.e. Roll-out plans on specific program related policy and major initiatives such as Medicare Open Enrollment) align with the goals and objectives of CMS and with the overall strategic plan.
- Ensure all agency sub-communication plans coordinate with key media groups such as national media, regional/local media, social media, industry and other stakeholders and ensure CMS maintains a consistent voice in its communications.
- Develop and coordinate a strategic communications calendar that streamlines key CMS initiatives across all components.
- Develop and coordinate CMS' Messaging Architecture to convey CMS' messaging intent, priorities, and goals, in order to keep communication aligned deliver consistent messaging.
- Assist in the development and execution of policy translation for key audiences. As CMS implements lessons learned and policy changes, the Contractor shall ensure these changes are communicated clearly to consumers and stakeholders. With the assistance of CMS, the Contractor shall translate complex healthcare policy into messages that resonate with key audiences.
- Deliver a comprehensive social media strategy that aligns agency initiatives with the goal of growing CMS channels and increasing the number of people that use CMS social media platforms.
  - Provide consultative services on creating compelling content that communicates the goals and objectives of CMS to beneficiaries and other stakeholders.
- Provide strategic planning to determine a public engagement plan that aligns with CMS' goals and objectives. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices, where appropriate, when planning the schedule

and coordinating the public engagement strategy. In addition, the Contractor shall provide consultation to CMS and the CMS Regional Offices for the planning of public engagement opportunities within each Region.

- Provide Speech writing support for the administrator and key CMS executives.
- Develop a recommended earned media strategy for CMS that leverages promotes and reinforces key messages using the many Medicare information channels within CMS.
    - Provide support for organizing no more than five (5) satellite/radio media tours (SMT/RMTs) throughout the period of performance. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
    - Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development and implementation of an agency wide overarching strategic communications plan in support of CMS' overall goals, objectives and initiatives.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all communications plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than two (2) weeks after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Communications Plan: The Contractor shall provide the COR with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. The strategic communications plan shall include: establishing goals, defining the target, defining the messages, identifying opportunities for public interaction, identifying opportunities for media interaction; and recommending social media tactics and analysis. The strategic plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.

3. Review of Agency Sub-communication Plans: The Contractor shall provide to the COR a review of all agency sub-communications plans and recommendations for adjusting messages to align with the overall CMS messaging architecture. The Contractor shall also coordinate with key media groups about agency sub-communications plan to ensure consistent messaging.

4. Development of Strategic Communications Calendar: The Contractor shall develop and coordinate a strategic communications calendar that streamlines key CMS initiatives across all CMS components.

5. Development of CMS Messaging Architecture: The Contractor shall develop and coordinate an overarching CMS Messaging Architecture that highlights key messages for key audiences.

6. Development and Execution of Policy Translation for Key Audiences: The Contractor shall translate complex healthcare policy into messages that resonate with key audiences based on the CMS Messaging Architecture.

7. Development of a Comprehensive Social Media Strategy: The Contractor shall develop and coordinate a comprehensive social media strategy that aligns CMS messages across social media channels and creates compelling content that resonates with our target audiences.

8. Development of Public Engagement Plan: The Contractor shall develop a public engagement plan that aligns with CMS' goals and objectives.

9. Speech Writing Support: Based on the Strategic Communications Plan and CMS' Messaging Architecture, the Contractor shall provide speech writing and preparation support for the Administrator and agency executives.

10. Earned Media Plan: The Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

11. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign.

    The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

12. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 11, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

13. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure

Report shall include, but not be limited to:

- Funding spent or obligated to date
- Expected expenditures over the next 30 days
- Funding remaining in task order
- Correlation of activities to costs
- Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

14. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" to inform future communications planning.

15. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:

- **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high- resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.
- **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
- **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
- **Out of Home:** Digital signage, video placements, for example.
- **Press materials:** Press releases, media advisories, drop-in articles, for example.
- **Collateral materials**
- **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. <u>DELIVERABLES SCHEDULE</u>

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two (2) weeks of award
2. Strategic Communications Plan	COR	30 days after award date
3. Review of Agency Sub-communications Plans	COR	Monthly
4. Strategic Communications Calendar	COR	Monthly
5. CMS Messaging Architecture	COR	30 days after award date
6. Policy Translation	COR	Monthly
7. Comprehensive Social Media Strategy with Weekly Content Calendar	COR	30 days after award date and weekly
8. Public Engagement Plan	COR	30 days after award date and as needed and assigned by CMS
9. Speech Writing Support	COR	As requested
10. Earned Media Plan	COR	30 days after award
11. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	<u>Agenda</u>: Weekly, prior to call <u>Task/Meeting Report</u>: Weekly, 1 day after meeting
12. Regular Meetings with CMS	COR	As requested by CMS
13. Monthly Expenditure and Status Report	COR/Contract Specialist	Monthly
14. Comprehensive Completion Report with Recommendations for Next Steps	COR	30 days before the end of the period of performance
15. Final Materials to be Supplied to CMS for Archival Purposes	COR	30 days before the end of the period of performance

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

ATTACHMENT 2
CONTRACTOR BUSINESS ETHICS, CONFLICT OF INTEREST AND COMPLIANCE PROGRAM EQUIREMENTS
(OCT 2015)

(**Offeror/Contractor** – In accorandance with Solicitation/Contract Section C.46, please include all of the following information contained herein (A. through E., plus the Certification) with your proposal submission and during contract performance, as required. Because all of the information to be submitted cannot be contained within this form, a Table of Contents shall be provided with your submission. Please ensure that you follow this outline format in your submission, and include the appropriate section (A. through E. and Certification) and page numbers for ease of reference.

NAME OF OFFEROR/CONTRACTOR/SUBCONTRACTOR:	**DATE SUBMITTED:**

SUBMISSION TYPE:

☐ Initial Submission ☐ Revised Submission

SOLICITATION #:	**CONTRACT #:**

Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements: FAR 3.10 and FAR 52.203-13, Contractor Code of Business Ethics and Conduct, identify "…policies and procedures for establishment of contractor codes of business ethics and conduct, and display of agency Office of Inspector General hotline posters." The following chart is provided to clarify FAR requirements under this contract:

FAR 52.203-13 Requirements Applicability (X = Applicable)	**Contracts with a total value < $5 Million**	**Small Businesses OR Commercial Item Contracts with a total value > $5 Million (See FAR 2.101 for Definition of Commercial Item)**	**Large Businesses Contracts (Excludes contracts for Commercial Items) with a total value > $5 Million**
COI DISCLOSURES	X	X	X
PLAN FOR MONITORING/ REPORTING CONFLICTS OF INTEREST (Includes Personal Conflict of Interests (PCI)). Large Businesses shall incorporate COI/PCI Monitoring/Reporting as part of its Compliance Program.	X	X	X
CODE OF CONDUCT	Not Required	X	X
COMPLIANCE PROGRAM	Not Required	Not Required	X

A. DESCRIPTION OF CORPORATE AND ORGANIZATIONAL STRUCTURE:

Offerors/Contractors shall provide:

1. High level organizational charts that show the complete corporate organizational structure of the Offeror/Contractor, to include parent and affiliated organizations, as applicable;
2. Internal organization chart of the entity performing the work; and,
3. Narrative explanation of structure/ownership.

B. DESCRIPTION OF ALL ACTUAL, POTENTIAL, AND/OR APPARENT COIs AND FINANCIAL INTERESTS/RELATIONSHIPS:

Offerors/Contractors shall provide the following:

1. **COI COMPLIANCE PROCESS:** Describe the COI oversight process including, but not limited to, how the contractor identifies and resolves COIs (See Section C.46).

2. **DISCLOSURE OF CONTRACTS THAT COULD POSE AN ACTUAL, POTENTIAL, AND/OR APPARENT COI:** Disclose all current/active and known future *non-foreign* contracts that could give rise to an actual, potential, and/or apparent COI, for itself, its parent(s) and affiliate(s), including potential subcontracts, using the table below:

Prime Contractor or Subcontractor Relationship?	Name of Customer with which you are under contract.	Contract #	Period of Performance	Total Contract Value	Description of Supplies/ Services	*COI (Yes/No) UA, BG and/or IO	Explanation: If answer is "No," please provide explanation about why it is not a conflict. If yes, see # 4 below.

* Disclose whether an actual, potential, and/or apparent COI exists (Yes or No) and whether the conflict is either:
- UA – Unequal Access
- BG – Biased Ground Rules
- IO – Impaired Objectivity

(See Solicitation/Contract Section C.46 for definition of COI and explanation of UA, BG, IO)

3. **FINANCIAL INTERESTS/RELATIONSHIPS**: As defined in Section C.46.VIII, any organizational Financial Interests/Relationships that cause an actual, potential, and/or apparent UA, BG and/or IO conflict of interest shall be disclosed in sufficient detail for the Government's independent analysis.

Name of entity with which you have a Financial Interest / Relationship.	Description of Financial Interest or Relationship	*COI (Yes/No) UA, BG and/or IO	Explanation: If answer is "No," please provide explanation why it's not a conflict. If yes, see # 4 below.

* Asterisk information in B.2 above also applies to B.3.

4. **CONFLICT OF INTEREST MITIGATION (See Solicitation/Contract Section C.46.b for definition of "Mitigation"):** For each actual, potential, and/or apparent UA, BG and/or IO conflicts of interest identified in B.2. or B.3. above, provide a proposed mitigation plan for Contracting Officer consideration which will be incorporated into the contract if accepted. The mitigation plan shall include the following, at a minimum:
   a. Description of the COI;
   b. Rationale for identification of one (1) or more of the three (3) types of COIs (UA, BG and/or IO);
   c. Mitigation strategy for COI;
   d. Time frames for resolving the COI;
   e. Plan for monitoring COIs; and,
   f. Plan for independent audit of COI mitigation (See C.46.VIII.e for audit requirements).

C. PERSONAL CONFLICTS OF INTEREST (PCI) - See Solicitation/Contract Section C.46.b for definition

1. **PCI DISCLOSURES & ANALYSIS**: PCI Financial Disclosure information shall be obtained from individuals in accordance with Solicitation/Contract C.46.c.2. The Offeror/Contractor shall ensure that the organization's Compliance Officer has analyzed each PCI Financial Disclosure to determine whether actual, potential, and/or apparent PCIs exist.

   - **Attachment 3**: Provided at Solicitation/Contract Attachment 3 is a Contractor PCI Financial Disclosure Template (Template), to assist in gathering information from respondents. The Template also includes a section for the Compliance Officer to analyze disclosed PCI information.
     - Offerors/Contractors are not required to use the Template, but are required to gather the same information contained in the Template from employees.

- ***Neither the completed Templates nor information gathered, shall be submitted/disclosed to the Government*.**

2. **Mitigation Plan**: Any required PCI mitigation strategies shall be disclosed with the required COI Mitigation Plan described in B.4 above.

D. SUBCONTRACTORS:

1. **PRE-AWARD DISCLOSURE INFORMATION:** The Prime Contractor/Offeror shall obtain from all of its proposed subcontractors' "Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements" information identified herein, in the same format as specified in this Attachment 2 for inclusion in the Prime Contractor's/Offeror's proposal.

   Proprietary Subcontractor Information Submissions: Due to proprietary concerns, in some circumstances a Subcontractor may wish to withhold some of the information contained in Attachment 3 from the Prime Contractor/Offeror. In these events, the Subcontractors may submit directly to the Government, proprietary information that cannot be disclosed to the Prime Contractor/Offeror. The Subcontractor shall submit the entire COI submission to the Government and a redacted version to the Prime Contractor/Offeror. These circumstances shall be extremely limited.

   The Prime Contractor/Offeror shall be responsible for conducting an analysis of each of its Subcontractors' COI submissions (except for the redacted information that may have been disclosed to the Government) in order to ensure that the Subcontractor can perform services conflict-free. The Prime Contractor/Offeror shall include each of its Subcontractors' analysis with its proposal.

   The Prime Contractor's/Offeror's analysis of each Subcontractor's COI submission shall include:

   - Whether the Subcontractor responded to all of the COI submission criteria stated herein;
   - A determination of whether an actual, potential and/or apparent UA, BG and/or IO COI has been, or must be, mitigated;
   - An analysis of each Subcontractor's mitigation strategy; and,
   - If a COI must be mitigated, a recommendation to the Contracting Officer of the acceptability of the mitigation strategy.

2. **POST-AWARD DISCLOSURE INFORMATION**: Pursuant to C.46, as applicable, the Prime Contractor shall obtain from its Subcontractors the required COI disclosures. The Prime Contractor shall conduct an analysis of each of its Subcontractors' COI submissions as stated in D.1 above. The Prime Contractor shall include its analysis of each of its Subcontractors with the Prime's COI submission to CMS. The Prime Contractor does not need to submit the underlying Subcontractor disclosures to CMS, unless the CMS Contracting Officer determines otherwise.

E. CONTRACTOR INTEGRITY/MISCONDUCT:

Offeror/Contractor shall disclose any and all known violations and alleged acts, within the past ten (10) years, related to following for itself, its parent and affiliated companies or subcontractors -

- ✓ False Claims Act,
- ✓ Civil Monetary Penalties,
- ✓ Criminal investigations and/or indictments, and,
- ✓ *Qui tam* lawsuits or other administrative misconduct.

The Offeror/Contractor shall also disclose in its submission whether the information contained in System for Award Management (SAM) and the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate and complete. If it is not, all such information required herein, that is not reported in SAM or FAPIIS, shall be disclosed with this submission.

Certification: I hereby certify that –

1. This Submission is an ☐ Initial filed with our proposal; or a ☐ Post-award Revision.
2. To the best of my knowledge and belief, I represent, by submission of this disclosure, that the Offeror/Contractor has disclosed all relevant information of which the Offeror/Contractor is aware regarding all actual, potential, and/or apparent organizational/personal conflicts of interest;
3. I am authorized to bind this entity and attest that the information submitted herein is true, accurate and complete as of this date;
4. If the contract value is ≥$5million, the entity has ☐ or will ☐ put in place –

   - ✓ Within 30 days of award, a Final Code of Business Ethics and Conduct in accordance with FAR 52.203-13(b), and
   - ✓ If the organization is a large business, within 90 days of award, a Final Business Ethics Awareness And Compliance Program And Internal Control System (Compliance Program) that meets the criteria set forth in FAR 52.203-13(c); and

5. The requirements for Business Ethics, Conflict Of Interest and Compliance have been, or will be, flowed-down to all Subcontractor contracts/agreements.

______________________________	______________________________
Print Name/Title	Signature/Date

ATTACHMENT 3, CONTRACTOR PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE TEMPLATE (OCT 2015)

Offerors/Contractors:

- *Use of this actual template is not required. This template is provided as a sample for the kind of information CMS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.*
- *Personal Conflict of Interest Financial Disclosure information shall NOT BE sumitted to CMS. However, such information shall be collected and analized for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).*
- *Compliance Officer Analysis. Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts Of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.*

Reporting Employee (Also includes Board of Director members or others, as applicable):

- Please complete the "Reporting Employee Information" below that will identify you as the reporter. None of the below information will be submitted to the government; it is for interal collection and alaysis only. However, if you have concerns regarding personal information requested in this Form, please consult with the company Compliance Officer.
- Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.
- General Statements (Below Reporting Employee Information): If you selected "Yes" for any statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.
- Sign and date the disclosure of information. Our Compliance Officer will retain this disclosure information and signature page on file.
- Submit completed documents to our Corporate Compliance Officer.

REPORTING EMPLOYEE INFORMATION

Company	
Business/Unit and Address	**Employee Identification**
	Reporting Status Initial __ Annual __ Updated __

General Statements (Reporting Employee - For each statement below, check "Yes" or "No." For more detail or further instructions, see the following sections I thru IV below.**)**	**Yes**	**No**
I. I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.		
II. I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.		
III. I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.		
IV. I have reportable gifts and/or travel reimbursements for myself.		

Part I: ASSETS AND INCOME

I.A. REPORTABLE ASSETS	
Report for Yourself, Spouse/domestic partner and/or any dependent of the respondent:	**Do Not Report:**
• Healthcare Related Assets held for investment with a value greater than $10,000 as of the date of disclosure OR assets held for investment which produced more than $2,500 in income, including but not limited to: ✓ Healthcare-related assets, such as stocks, bonds, annuities, trust holdings, partnership interests, investment real estate, or a privately-held trade or business; ✓ Healthcare sector mutual funds (report the <u>full</u> name of the fund, not just the general family fund name); ✓ Holdings of Healthcare Related self-directed retirement plans, such as 401(k)s, IRAs or SEPs (list each holding); ✓ Defined benefit pension plans provided by a Healthcare related former employer (include the name of the employer); and, ✓ Type/location of healthcare related real estate.	• Federal Government retirement benefits • Federal Thrift Savings Plan. • Certificates of deposit, savings or checking accounts. • Life Insurance. • Money market mutual funds and money market accounts. • Your personal residence. • Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund. • U.S. Federal/State/Local Government bonds, bills, notes, and savings bonds. • Money owed to you, your spouse/domestic partner and/or dependent by a spouse/domestic partner, parent, sibling, or child.

I.B. HEALTHCARE-RELATED ANNUAL INCOME, ARRANGEMENTS OR AGREEMENTS	
Report:	**Do Not Report:**
• <u>For Yourself/your Spouse/Domestic Partner and/or any Dependent of the respondent for all Healthcare Related</u> : ✓ Sources of salary, ✓ Severance, ✓ Bonuses, ✓ Fees, ✓ Commissions, ✓ Honoraria, and ✓ Other earned income, arrangements or agreements, as well as other non-investment income such as scholarships, patents, royalties, etc. • <u>For yourself only</u>: ✓ Continuing participation in an employee pension or benefit plan maintained by a former Healthcare Related employer; ✓ A leave of absence in order to perform duties for this present organization; and, ✓ Known future Healthcare Related employment, including date you accepted employment offer.	• Alimony and Child Support • Veterans' benefits Social Security or disability benefits • Any of the following for spouse/domestic partner and/or any dependent of the respondent: ✓ Continuing participation in an employee pension or benefit plan maintained by a former employer; ✓ A leave of absence to perform duties for this present organization; and, ✓ Known future employment, including date you accepted employment offer.

IMPORTANT DEFINITIONS

Dependent – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, **or** considered dependent under the U.S. tax code.
Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.
Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.

REPORTABLE ASSETS AND HEALTHCARE RELATED INCOME, ARRANGEMENTS OR AGREEMENTS (I.A and I.B. Information should be provided in the white space below)		
Notes:	When submitting information, please include the following specific information for reportable assessts and income -	
✓	Healthcare related stock, bond, sector mutual fund, etc.: Please indicate the full name and dollar amount of each specific Healthcare related asset or investment. You may add the ticker symbol to the full name.	
✓	Healthcare related employer or business, source(s) of fees, commissions, or honoraria, please include the name and brief description of each, as applicable.	
✓	Healthcare related real estate investment, please include type/location for each.	
✓	You may distinguish any entry for a family member by preceding it with "S" for Spouse/Domestic Partner, "D" for Dependent, or "J" for Jointly held.	
✓	If additional space is required, please add an addendum to this disclosure.	
Reportable Asset #	**Description of Asset**	**$ Amount**
1		
2		
3		
4		

Part II: LIABILITIES

Report for Yourself, Spouse/Domestic Partner and/or any Dependent of the respondent:	**Do Not Report:**
• Loans over $10,000 from an individual, such as a friend or a business associate who is employed by a Healthcare related entity or has a business association with a Healthcare related entity.	• Loans that you owe to your parent, spouse/domestic partner, sibling and/or any dependent.
REPORTABLE LIABILITIES	
Name of creditor *(include City and State where creditor is located)*	**Type of liability**
1	
2	
3	

Part III: ADDITIONAL POSITIONS

Report for Yourself:	**Do Not Report:**
• All Healthcare related positions held at any time during the last 2 years, whether or not you were compensated OR you currently hold that position. Positions include an officer, director, employee, trustee, general partner, proprietor, representative, executor, or consultant of any of the following Healthcare related concerns: ✓ Corporation, partnership, trust, lobbying, or other business entity, ✓ Non-profit or volunteer organization, and ✓ Educational institution (For instance, teaching hospital)	• Any position with a ✓ Religious entity ✓ Social entity ✓ Fraternal entity • Any position held by your spouse/domestic partner and/or any dependent of the respondent • Any position that you hold as part of your current official duties • Any positions reported in Part I.B

REPORTABLE POSITIONS	
Organization *(Include city and state where organization is located)*	**Position**
1	
2	
3	
4	

Part IV: GIFTS AND/OR TRAVEL REIMBURSEMENTS

Report for Yourself, Spouse/Domestic Partner, and/or any Dependent of the Respondent:	Do Not Report:
• All non-employer Healthcare related travel-related reimbursements totaling more than $250 during the reporting period; include where you traveled, the purpose, and date(s) of the trip(s); and, • Any gift(s) from Healthcare related companies with a fair market value totaling more than $250.	• Anything received from relatives, the U.S. Government, D.C., state, or local governments; • Bequests and other forms of inheritance; • Gifts and travel reimbursements provided by your organization in connection with your official travel; • Gifts of hospitality (food, lodging, entertainment) at

REPORTABLE INFORMATION	
Source	Description (For Travel, also include purpose of trip)
1	
2	
3	

PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE

EMPLOYEE SIGNATURE PAGE
(To Be Retained By Compliance Officer)

CERTIFICATION OF REPORTING EMPLOYEE:	
I, ____________________________ *(Print Name)*, certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.	
Signature	**Date *(mm/dd/yy)***

**OFFEROR/CONTRACTOR COMPLIANCE OFFICER
ANALYSIS OF INDIVIDUAL
PERSONAL CONFLICTS OF INTEREST**

Description of Project:

- *<Provide a summarized description of the work being performed on the CMS contract.>*

Potential Conflicts for this Project:

- **Employee's Role on Contract**: *<Provide a high level description of the employee's role on the project. Be sure to de-identify any PII.>*
- **Description of Conflict(s):** *<Provide a list of reportable interests that create an actual, apparent and/or potential conflict for the work described above in Description of Project.>*

Compliance Officer Assessment: (If none, state "None"):

< Provide the Compliance Officer's assessment and determination of whether any conflict(s) exist that must be mitigated and how the conflict is/will be resolved.>

(Check here if continued on additional page(s) ___)

CORPORATE COMPLIANCE OFFICER REVIEW:	
To the best of my knowledge and belief, based on the information disclosed, all actual, potential and/or apparent COIs have been mitigated.	
Name & Signature of Corporate Compliance Officer	**Date *(mm/dd/yy)***
E-mail Address	**Phone Number**

EXAMPLE:
Delete this Page in Submissions
**OFFEROR/CONTRACTOR COMPLIANCE OFFICER
ANALYSIS OF INDIVIDUAL
PERSONAL CONFLICTS OF INTEREST**

Description of Project: The Program Integrity contract is responsible for identifying fraud, waste and abuse in the Medicare Part A, B and HH+H in the state of Texas.

Potential Conflicts for this Project: It is the policy of XYZ to avoid situations that place officers, directors, managers, key employees in positions where their judgment may be biased in any way, or where their responsibilities may give **them an unfair competitive advantage with respect to other business ventures.**

- **Provide a description of the employee's role on the project: Employee #1 (Dr. John Smith has been de-identified) will work as the AB (Medical Director has been de-identifed) on the contract. In doing so, Employee #1 will perform review of Medicare Part A, B and HH+H claims in the State of Texas.**
- **Provide a list of reportable activities that create an actual, apparent or potential conflict for the work described** above in Description of Project:
    - Provides or furnishes products and/or services that are billed to Medicare or Medicaid. Healthcare providers and suppliers include, but are not limited to, hospitals, doctors, skilled nursing facilities, home health agencies, ambulance companies, durable medical equipment companies, physical therapists, pharmacies, pharmacist, and clinical laboratories.
    - Conducts audits of health benefit payments or cost reports, or conduct statistical analysis of health benefit utilization.
    - Performs work of a Medicare Administrative Contract, Recovery Audit Contract or Qualified Independent Contractor.

Compliance Officer Assessment:

Description of Conflict and Mitigation:

Employee #1 (Dr. Smith has been de-identified) has two conflicts that require a mitigation strategy. Employee #1's financial disclosure revealed that the spouse (wife is de-identifed) is a provider performing emergency room services in in Hospital XYZ located in Houston, TX and that Employee #1 has a position on the Board of QSR Medical Center located in Dallas, TX. The services being performed by Employee #1's spouse at XYZ hospital may be reviewed under the contract. It is, therefore, determined that Employee #1 could or would be biased in any review of XYZ hospital. As a result, the mitigation is that Employee #1 must self recuse from any and all work related to XYZ hospital. Regarding the position on the board of QRS Medical Center, Employee #1 could or would be biased in any review of services provided by QRS Medical Center. As a result, the mitigation is that Employee #1 must self recuse from any and all work related to QRS Medical Center.

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/15/2015

2. CONTRACT NO. *(If any)*: HHSM-500-2011-00028I

3. ORDER NO.: HHSM-500-T0005

4. REQUISITION/REFERENCE NO.: See Schedule

5. ISSUING OFFICE *(Address correspondence to)*
CMS,OAGM,AGG,DBSC
7500 SECURITY BLVD., MS: C2-21-15
BALTIMORE MD 21244-1850

6. SHIP TO:
a. NAME OF CONSIGNEE: Not Applicable
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO: LAURA WOTYCHA
a. NAME OF CONTRACTOR: Porter Novelli Public Services, Inc.
b. COMPANY NAME
c. STREET ADDRESS: 1615 L STREET NW, SUITE 1150
d. CITY: WASHINGTON
e. STATE: DC
f. ZIP CODE: 20036

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR:

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: Office of Communications

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*: Multiple

16. DISCOUNT TERMS: Net 30

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: (b)(3) DUNS Number: 828641642 Pursuant to the Terms and Conditions of Contract HHSM-500-2011-00028I, the Contractor shall provide Medicare Open Enrollment Public Education and Outreach in Continued ...					

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

17(h) TOTAL *(Cont. pages)*: $7,899,998.00

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: DHHS, CMS, OFM, AMG
b. STREET ADDRESS (or P.O. Box): Div. of Financial Operations
P.O. Box 7520
c. CITY: Baltimore
d. STATE: MD
e. ZIP CODE: 21207-0520

17(i) GRAND TOTAL: $7,899,998.00

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*: HEATHER ROBERTSON
TITLE: CONTRACTING/ORDERING OFFICER

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/15/2015	HHSM-500-2011-00028I	HHSM-500-T0005

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	accordance with the attached Statement of Work (SOW). Funds in the amount of $7,899,998.00 are provided to perform work under the Base Task in the Base Year in the attached SOW and are allocated on a Time and Materials basis. Please see the following attachments: Attachment 1-Task Order Award Document with Not to Exceed Totals Attachment 2-Statement of Work with Schedule of Deliverables Period of Performance: 09/15/2015 to 09/14/2016					
0001	Base Year				0.00	
0001AA	Base Year - Base Task Requisition No: OC-393-2015-0107, OC-393-2015-0108, OC-393-2015-0109, OC-393-2015-0110 Accounting Info: P-203-15-001441-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7550511 Object Class: 25235 Component ID: 203 Fiscal Year: 15 Project #: 001441 Sequence #: 001 Funded: $5,500,000.00 Accounting Info: P-203-15-001725-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7550511 Object Class: 25235 Component ID: 203 Fiscal Year: 15 Project #: 001725 Sequence #: 001 Funded: $800,000.00 Accounting Info: P-203-15-001782-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7550511 Object Class: 25235 Component ID: 203 Fiscal Year: 15 Project #: 001782 Sequence #: 001 Funded: $800,000.00 Accounting Info: P-203-15-001857-027 Req Identifier: P Continued ...				7,899,998.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $7,899,998.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/15/2015	HHSM-500-2011-00028I	HHSM-500-T0005

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	CAN Number: 5996931 Appropriation: 7550511 Object Class: 25235 Component ID: 203 Fiscal Year: 15 Project #: 001857 Sequence #: 027 Funded: $799,998.00					
0001AB	Base Year - Optional Task 1 Amount: (b)(4) Option Line Item)				0.00	
0001AC	Base Year - Optional Task 2 Amount: (b)(4) Option Line Item)				0.00	
0002	Option Year 1 Amount: (b)(4) Option Line Item)				0.00	
0002AA	Option Year 1 - Base Task Amount: (b)(4) Option Line Item)				0.00	
0002AB	Option Year 1 - Optional Task 1 Amount: (b)(4) (Option Line Item)				0.00	
0002AC	Option Year 1 - Optional Task 2 Amount: (b)(4) Option Line Item)				0.00	
0003	Option Year 2 Amount: (b)(4) Option Line Item)				0.00	
0003AA	Option Year 2 - Base Task Amount: (b)(4) Option Line Item)				0.00	
0003AB	Option Year 2 - Optional Task 1 Amount: (b)(4) Option Line Continued ...				0.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/15/2015	HHSM-500-2011-00028I	HHSM-500-T0005

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Item)					
0003AC	Option Year 2 - Optional Task 2 Amount: Option Line Item)				0.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of:

CLIN/SLIN		Total Not-to-Exceed Amount
0001	**Base Year**	
0001AA	Base Task	**$7,899,998.00* (awarded)**
0001AB	Optional Task 1	
0001AC	Optional Task 2	
	Base Year Total	
0002	**Option Year 1**	
0002AA	Base Task	
0002AB	Optional Task 1	
0002AC	Optional Task 2	
	Option Year 1 Total	(b)(4)
0003	**Option Year 2**	
0003AA	Base Task	
0003AB	Optional Task 1	
0003AC	Optional Task 2	
	Option Year 2 Total	
	Task Order Total	

*Rounded

Base Year

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Base Year
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive						(b)(4)				
Account Executive										
Assistant Account Executive										
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy			(b)(4)			(b)(4)			(b)(4)	
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,998.00***						(b)(4)	

*Rounded

Option Year 1

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Option Year 1
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive						(b)(4)				
Account Executive										
Assistant Account Executive										
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy			(b)(4)			(b)(4)				(b)(4)
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,999.00***					(b)(4)		

*Rounded

Option Year 2

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Option Year 2
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive						(b)(4)				
Account Executive										
Assistant Account Executive										
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy			(b)(4)			(b)(4)				(b)(4)
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,999.00***					(b)(4)		

*Rounded

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.216-7 Allowable Cost and Payment, and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2016 through September 14, 2015.

This task order includes the following option periods:

Option Year 1 September 15, 2016-September 14, 2017
Option Year 2 September 15, 2017-September 14, 2018

B.16 Designation of Contracting Officer's Representative (COR)

(a) The Contracting Officer has designated **Matthew Aiken** as the COR for this task order.

(b) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.

B.18 Government Personnel

Contracting Officer
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: Heather.robertson@cms.hhs.gov
Phone: (410) 786-6888

Contract Specialist
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Shelby Minchew
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: shelby.minchew@cms.hhs.gov
Phone: (410) 786-7346

Contracting Officer Representative (COR)
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: S1-13-05
Baltimore, MD 21244-1850
Email: matthew.aiken@cms.hhs.gov
Phone: (410) 786-1029

SECTION C CONTRACT CLAUSES

C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

- **Spurrier Media Group**

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

ODC's for all Years including Optional Task 1 and 2
Phone, fax, copies
Stock Photography
508 Compliance Close Captioning
TV Production
Radio Production
Testing Materials Production
Online Video Production
Media Tours (RMT/SMT)
Earned Media Clipping

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule Base Year				
Payment	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**
1	09/30/15	(b)(4)		
2	10/31/15			
3	11/30/15			
4	12/31/15			
5	01/31/16			
6	02/29/16			
7	03/31/16			
8	04/30/16			
9	05/31/16			
10	06/30/16			
11	07/31/16			
12	08/20/16			
	Total			

Indirect Cost Payment Schedule Option Year 1				
Payment	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**
1	09/30/16	(b)(4)		
2	10/31/16			
3	11/30/16			
4	12/31/16			
5	01/31/17			
6	02/29/17			
7	03/31/17			
8	04/30/17			
9	05/31/17			
10	06/30/17			
11	07/31/17			
12	08/20/17			
	Total			

Indirect Cost Payment Schedule Option Year 2				
Payment	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**
1	09/30/17			
2	10/31/17			
3	11/30/17			
4	12/31/17			
5	01/31/18			
6	02/29/18			
7	03/31/18		(b)(4)	
8	04/30/18			
9	05/31/18			
10	06/30/18			
11	07/31/18			
12	08/20/18			
	Total			

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same

extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law

95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute

and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

C.17 Subcontract Consent

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

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

- (b)(4)

C.23 352.242-70 Key Personnel (JAN 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individuals are considered key personnel under this task order:

Title	Name
(b)(4), (b)(6)	

C.43 Open Government Proactive Pre- Disclosure Notification

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "…Trade secrets and commercial or financial information obtained from a person and privileged or confidential…" information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…," otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

a. **CBI Highlighted Copy of Contract**: One copy of the contract with all CBI highlighted for CMS FOIA review.

b. **Contractor Proposed Redacted Public Release Copy of Contract**: An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.

c. **Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential**: The Contractor shall provide, in a separate file, rationale for why disclosure of "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…" would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

The following clauses are incorporated by reference:

C.44 352.203-70 Anti-Lobbying (MAR 2012)
C.45 352.237-73 Non-discrimination in Service Delivery (MAR 2012)
C.46 FAR 52.224-1 Privacy Act Notification
C.47 FAR 52.224-2 Privacy Act
C.48 FAR 52.244-2 Subcontracts (OCT 2010)

National Multimedia & Education Campaign
Task Order - Fall 2015 – Medicare Open Enrollment

The Centers for Medicare & Medicaid Services, Department of Health and Human Services, Medicare Open Enrollment Public Education and Outreach.

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and those "coming of age" (ages 62-64), as well as information intermediaries such as partners, stakeholders and those who implement CMS programs. Ultimately, the campaign will help to encourage informed decisions regarding Medicare enrollment and encourage them to use the information tools and other resources available to them. The Open Enrollment season occurs annually between October 15 and December 7.

The campaign shall help ensure accurate, timely, understandable and reliable information and educational materials about Medicare health and prescription drug coverage and preventive benefits are available to people with Medicare. The campaign shall also work with information intermediaries who serve the target audiences in order to support informed enrollment in Medicare prescription drug plans and use of their Medicare benefits.

This task order provides the support services necessary to execute a national integrated multi-media campaign around Open Enrollment for Medicare beneficiaries in the General Market (e.g., Non-Spanish reliant). Education and outreach plans shall be consistent with and integrated into CMS' overall goals and objectives. Plans shall also be aligned with the goals and objectives of specific CMS programs. The Contractor shall manage and execute these efforts and may be engaged to also support additional CMS campaigns including, but not limited to Medicaid, Low Income Subsidy (LIS)/"Extra Help" or any other program or past, present or future legislation as specified by CMS [including the Medicare Modernization Act of 2003 (MMA) and the Patient Protection and Affordable Care Act (ACA) of 2010]. Activities shall include developing and implementing a paid and earned media plan, placing newly created or existing media, assessing effectiveness of tactics via media tracking and digital analytics, or exploring other appropriate tactics that will have the greatest reach and effect on CMS' audiences for the campaign.

Earned media activities shall include, but are not limited to, helping coordinate interviews and garnering media coverage for Department of Health and Human Services (DHHS) or CMS dignitaries.

The Open Enrollment campaign will continue to lead Medicare beneficiaries to relevant CMS information channels and partners so individuals can obtain accurate and reliable information about the new benefits and answer their Medicare questions. These channels include 1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media sites, and other channels as necessary.

The campaign is targeted to people with Medicare, those "coming of age" into Medicare, and health care influencers. The campaign shall:

- Ensure people with Medicare know where to go to get help with their questions by promoting the information available through Medicare's information channels, including 1-800-MEDICARE, www.medicare.gov, mymedicare.gov, CMS social media sites, the *Medicare & You* handbook, the State Health Insurance Assistance Programs (SHIPs) and other partnerships occurring nationally, regionally and locally.
- Convey that Medicare's information channels provide accurate, reliable, understandable, and relevant consumer information and resources to help people make informed decisions about their health care coverage.
- Inform individuals "coming of age" (62-64) of their Medicare enrollment options, how to make informed decisions, and where to go to find helpful information.
- Encourage people with Medicare to look at their options when enrolling in or changing their Medicare health and prescription drug plans.
- Encourage people with Medicare to enroll in a prescription drug plan if it is right for them (informed enrollment).
- Increase awareness of the individual's active role in making health care choices, including encouraging beneficiaries to use the preventive services offered by Medicare.

This task order may also include activities to educate audiences about accessing benefits in light of changes under the Affordable Care Act (ACA), as directed by CMS.

B. BACKGROUND

This campaign consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to advertising development, media planning/placement and earned media outreach. The goal of the campaign is to develop a strategy which leverages paid and earned media tactics to provide the greatest reach and effect with Medicare beneficiaries, those "coming of age", and information intermediaries.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.

- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

The following responses are sought from CMS' target audiences. The goal of the campaign is for the target audiences to:

- Recognize the key dates of Medicare's annual Open Enrollment (October 15 – December 7).
- Recognize the need to review and compare Medicare health and prescription drug plans annually and make a decision about enrolling in or changing during the Open Enrollment period.
- Accept Medicare as a source for trusted, reliable and accurate information.
- Recognize the coverage options for those currently enrolled and aging into Medicare.
- Recognize Medicare as an important information source for information about the prescription drug program and preventive benefits offered by Medicare.
- Be aware of the information channels available to people with Medicare including: 1-800-MEDICARE, www.medicare.gov and its comparison and quality tools, MyMedicare.gov, Medicare Social Media Channels, the Medicare & You handbook, the State Health Insurance & Assistance Program (SHIPs), and other partners.
- Understand that Medicare's local partners (e.g. SHIPs) offer personalized counseling regarding their health insurance options and can provide information on the preventive services offered by Medicare.
- Recognize and utilize the preventive benefits available to them through Medicare.

This task order will use an integrated multi-media approach to successfully communicate this information to target audiences in creative, meaningful ways. Multimedia shall include both earned media support and targeted paid advertising.

C. DEFINITIONS

Affordable Care Act: On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (P.L. 111-148). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA).

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs

Health Information Technology (HIT): Health information technology (Health IT) allows comprehensive management of medical information and its secure exchange between health care consumers and providers. (Source: http://www.hhs.gov/healthit/)

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

Personally Identifiable Information: Personally Identifiable Information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual. Types of PII might include full names, addresses such as home or email, date of birth, birthplace, genetic information, or telephone number. Other identifying information- not used to identify a person- like city, age, gender, race, and salary can be used for ad performance evaluation. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make accurate targeting decisions.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any digital, audiovisual or print products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications

CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute a national integrated multi-media campaign to be conducted over the course of the period of performance with an emphasis during the fall Open Enrollment period (October 15 – December 7). The primary focus of the task order shall be advertising development, media planning/placement, digital and social media, earned media and other tactics to effectively reach CMS' target audiences with the campaign goals and messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the campaign media plans.

B. TASKS/ACTIVITIES

Base Task (Base Year and Option Years)

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Campaign Strategy

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. Each campaign Strategic Plan shall include: earned media/local implementation tactics; ad placement/purchase of all approved media; creative development; production of advertising and other materials for the campaign; and social media tactics and analysis.
- The campaign plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
- A budget shall be included.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all creative, media plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

Media Placement and Ad Performance Tracking

The Contractor shall:

- Develop and implement a comprehensive, integrated multi-media strategy that takes the target population into account. The media strategy shall include various media outlets within key markets throughout the United States as appropriate. The overall plan shall consider and recommend the most effective approach to reach the target audiences through multiple mediums, including television, print, radio, digital and earned media tactics.

As part of the overall paid media plan, the Contractor shall deliver a paid digital media plan to drive traffic to CMS Medicare's web properties (e.g., Medicare.gov and related social media sites), as appropriate. The plan shall include segmentation-targeting and geo-targeting strategies with the major search engine and social media vendors. The Contractor shall develop an innovative digital strategy to target Medicare beneficiaries with an emphasis on the Coming of Agers entering Medicare and information intermediaries. The digital strategy shall include unique and innovative ideas that drive target audiences to CMS/Medicare online and social media properties e.g. www.facebook.com/MedicareGov and www.twitter.com/MedicareGov.

The digital media component of the overall paid media plan shall include:

- A strategy and execution schedule for implementing and tracking digital ad performance.
- Suggestions on ad performance tracking tools, targeting methods and placement to improve reach and engagement within the target audience. Digital advertising includes (but is not limited to) digital banner advertising, pre-roll advertising, social media, search ads, mobile ads, and applications.
- Steps in executing digital tactics shall involve:
  - Use of most relevant and current tactics for reaching the target audience including, but not limited to, retargeting, geo-targeting and look-a-like or behavioral modeling
  - Tracking tools to gauge ad performance such as floodlight pixels or UTM coding
  - Working with other CMS staff and contractors as needed to implement tracking and monitoring capabilities
  - Ability to track various look back windows
  - Monitoring of performance on an almost daily level with constant optimization
  - Weekly detailed reports, and capabilities to provide daily reports or campaign reports quickly when requested
  - Syncing the digital strategy elements, and all other tactics, for added opportunities (Ex: utilizing performance data from one digital platform to inform other tactics)

Additionally, the Contractor shall focus on generating:

- Ideas for unique content that will resonate across the target audience segments (e.g., personal testimonials/stories, infographics, etc.)
- Tactics to increase the likelihood of the sharing of Medicare-related content by consumers and stakeholders (e.g., CMS partners, states, non-governmental organizations, etc.)
- Tactics to monitor the tone of the Medicare-related dialogue occurring online and methods to guide the conversation as appropriate

- Methods to allow for the ease of integration of new content and digital assets with existing CMS content and web properties (e.g., Medicare.gov, CMS Twitter handle @MedicareGov, CMS YouTube channel, social media sites)
- Methods to monitor, track and optimize the digital paid media buy on a day-by-day and weekly basis with ongoing creative testing through both performance and persuasion tactics, as well as setting conversion metrics in advance and continually evaluating to improve performance over time, monitor the tone/sentiment of social media channels and methods to guide the conversation. Utilize social media community management and related analytics

Personally Identifiable Information (PII) is not collected for ad performance improvement and evaluation but other identifying information like city, age, gender, profession, race, and salary can be used. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make improvements in ad targeting that can reach the most needful population with important information.

Steps in the overall media plan include:

- Delivering effective and efficient paid media plans
- Conducting all ad placements associated with the campaign
- Acting as a steward of the paid media plan on CMS' behalf by verifying all paid media placements ran as planned and negotiate make-good media placements, if necessary
- Reconciling and verifying the media buy delivered reach, frequency and Gross Rating Points (GRPs) levels equivalent to the level authorized in the original media plan

Creative Development/Production

The Contractor shall:

- Develop a Creative Brief with concepts that incorporate messaging consistent with the campaign's objectives. Concepts and final material shall be culturally competent and have universal appeal with Medicare, including disabled beneficiaries and hard to reach populations.
- Create materials that build on the Medicare brand, including following the approved "look and feel" of materials in order to ensure brand consistency.
- Feature the DHHS logo and where relevant, include other appropriate DHHS/CMS logos.
- Negotiate usage rights for television following guidelines set forth by the Screen Actors Guild, radio, print and digital materials, as necessary. Usage rights shall, at a minimum, cover the duration of the period of performance.
- Procure the proper ad usage rights for placement during the campaign. Consideration of

rights purchase efficiencies for the campaign and future use shall be included in the negotiation options provided to CMS for approval. All talent, images and other materials procured under the task order shall be negotiated to include buy-out rights, as able, and at least cover the duration of the period of performance.

- Justify any modification of key messages. Recommendations/rationale shall be based on one or a combination of the following: formal research conducted by CMS; available research data from previous studies (from CMS or other sources); and contractor expertise of key campaign audiences. Knowledge from any of these sources shall be applied when planning CMS campaigns and implementing strategies, and shall be incorporated into the Strategic Plan accordingly.

Note: The Contractor may be directed by CMS to use past creative. For proposal purposes, the Contractor shall assume that new creative is a requirement.

Earned Media

The Contractor shall:

- Develop a recommended earned media for CMS input and approval that leverages paid advertising and promotes and reinforces key messages using the many Medicare information channels within CMS. The plan shall take into consideration other CMS promotional efforts running simultaneously that may impact the Medicare Open Enrollment target audience such as the Marketplace Open Enrollment Campaign.
- Conduct various earned media tactics associated with the campaign.
- Provide support for organizing no more than two (2) satellite/radio media tours (SMT/RMTs) leading up to or during the Medicare Open Enrollment period. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
- Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate. The Contractor shall deliver to CMS a weekly report that monitors Medicare-related stories (e.g., quantity, quality and sentiment/favorability) and associated media impressions.
- Design and implement an earned media tracking and evaluation plan that measures message delivery and effectiveness.

Monitoring and Assessment

The Contractor shall:

- Provide weekly reports/information tracking on paid and earned media placements throughout the campaign. Monitoring will enable CMS to examine reach and success of approved campaign tactics. Prepare a final report that summarizes performance of each media buy/placement, best practices, and lessons learned.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development, implementation, operation and management, and assessment of a national campaign. The Contractor shall provide a wide variety of planning, coordination, strategy development, oversight, implementation, and assessment in defining and carrying out this campaign and its complementary marketing components.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than one week after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Plan: The Contractor shall provide the Contracting Officer's Representative (COR) with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans for each major wave under the campaign. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. Lastly, the strategic plan shall include a campaign timeline and report that articulates the various stages and actions that they shall take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaign for each major tactic.

3. Media Placement Plan and Purchase Plan: The Contractor shall provide to the COR a media purchase and placement plan which includes national and local media placements/buys with cost, gross rating points (GRPSs), time, date, media outlet, media impressions/circulation, length/size and number of purchased spots on medium as appropriate. Justification for markets and selected outlets shall be included. Digital and social buys shall include target goals, estimated budget and impressions, and proposed length of flighting. The plan shall also include details about how the digital campaign will be optimized and monitored to achieve targets. Digital tracking and techniques shall be included with overall performance data.

4. Media Recap Reports: Weekly Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, and equivalent cost also need to be kept on a running basis throughout the media placement and earned media implementation. Digital reports shall capture goal performance based on tactics. The report shall capture the media activities occurring the previous week. At the completion of the campaign, print and broadcast media clips shall be supplied to CMS by the Contractor. Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, link to article online, if available, and equivalent cost must be kept on a running basis throughout the media placement and earned media implementation. The Contractor shall provide these reports weekly to CMS each Monday by end of day, capturing the media activities occurring during the previous week. At the end of each respective campaign, prepare a final report that contains all final planning and execution

documents, summarizes the performance of each media buy/placement, best practices, and lessons learned.

5. Earned Media Plan: Upon CMS request, the Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

6. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign. The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

7. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 2, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

8. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure Report shall include, but not be limited to:

    - Funding spent or obligated to date
    - Expected expenditures over the next 30 days
    - Funding remaining in task order
    - Correlation of activities to costs
    - Status of current activities and deliverables

    The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

9. Creative Development, Production and Finalized Materials: The Contractor shall provide concepts for CMS review and approval and finalized communications materials for approved paid and earned media tactics, including, but not limited to, television, print, radio and digital in size/formats to be determined. Usage rights for each creative piece shall also be included for current and future use by CMS. Based upon final campaign plan and media plan, creative material may consist of:

    - Print: newspaper, magazine

- Television: local, national, syndicated
- Radio: local, national, syndicated
- Internet Media/Web: banner ads, mobile, search, etc.
- Press materials
- Collateral materials
- Information intermediary materials

All creative material shall be 508 compliant.

10. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" and recommendations for future campaigns.

11. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:
    - **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high-resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.
    - **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
    - **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
    - **Out of Home:** Digital signage, video placements, for example.
    - **Press materials:** Press releases, media advisories, drop-in articles, for example.
    - **Collateral materials**
    - **Information intermediary materials:** Materials developed to reach information intermediaries.

    Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

This task order is comprised of a Base Year with two one-year Option Years, and two Optional

Tasks to be executed at the discretion of the Government. The Optional Tasks are the same for the Base Year and the two Option Years.

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables (Base Year and Option Years)

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two weeks of award
2. Strategic Plan	COR	15 days after award date
3. Media Placement Plan & Purchase	COR	Ongoing, completed 30 Days after the completion of a campaign
4. Media Recap Reports	COR	Weekly- Friday each week or as directed by the COR
5. Earned Media Plan	COR	As Needed
6. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	Agenda: Weekly, prior to call Task/Meeting Report: Weekly, 1 day after meeting
7. Meetings with CMS	OC Management/staff	As Needed
8. Monthly Expenditure and Progress Report	COR/Contract Specialist	Monthly
9. Creative Brief, Production Schedule & Cost, and Material for Approval	COR	Ongoing, completed 30 Days after the completion of a campaign
10. Final Creative to be Supplied to CMS for Archival Purposes	COR	30 days after campaign concludes
11. Comprehensive Campaign Completion Report with Recommendations for Next Steps	COR	45 Days after the completion of a campaign

Optional Tasks are the same for the Base Year and All Option Years

Optional Task 1

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 1

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

<u>Optional Task 2</u>

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 2

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop B3-30-03
Baltimore, Maryland 21244-1850

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES
OFFICE OF ACQUISITION
& GRANTS MANAGEMENT

July 31, 2018

Porter Novelli Public Services, Inc.
733 10th St. NW
Washington, D.C. 20001
Attention: Laura Wotycha

Subject: Letter Request for Proposal (LRFP) #181263, Under the Centers for Medicare and Medicaid Services (CMS) NEC Umbrella Contract

Dear Ms. Wotycha:

Porter Novelli is invited to submit a proposal in response to this Letter Request for Proposal (LRFP) 181263 for a proposed logical follow-on task order to task order HHSM-500-2011-00028I/HHSM-500-T0005. This new task order will be entitled ***"Strategic Communication Services."*** CMS anticipates awarding a Time and Materials task order in accordance with the attached Statement of Work. Your response must be in accordance with the requirements set forth in Section C.10 entitled "Procedure for Placing an Order Under a Multiple-Award IDIQ" of the NEC Umbrella Contracts and this correspondence.

Please submit the following:

- One (1) electronic version of your Technical proposal as a PDF document
- One (1) electronic version of your Business proposal as an Excel document

Your Technical Proposal and Business Proposal is due by **11:00 AM local prevailing time on August 08, 2018** to Lauren Teal via email, lauren.teal@cms.hhs.gov. Please note that CMS's email system is maintained by another contractor and we cannot ensure the security of any sensitive or proprietary information you may include in your proposal. Facsimile quotes are not acceptable.

We are not committed to reimburse any costs associated with the preparation or submission of a proposal nor to procure or contract for the services described herein. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditures of public funds in connection with the proposed procurement. ***Please note this action is subject to the availability of funds.***

Questions concerning this LRFP should be referred to Ms. Lauren Teal, Contract Specialist, at (410) 786-2993 or lauren.teal@cms.hhs.gov.

Sincerely,

Heather Robertson
Contracting Officer

Attachments:

1. Statement of Work including Schedule of Deliverables
2. Task Order Document
3. Proposal Instructions and Evaluation Criteria
4. Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements
5. Personal Conflicts of Interest Financial Disclosure
6. Past Performance Questionnaire

National Multimedia & Education Campaign Task Order
Strategic Communications Services

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

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development of an agency wide strategic communications plan in support of CMS' overall goals, objectives and initiatives. Due to new initiatives that are coming from both the DHHS Secretary's office and the CMS Administrator's office, new strategic communications plans are required to integrate the agency's programs and public education efforts. New communications plans will position CMS to be more proactive and strategic when communicating with consumers, media, social media, and stakeholders about CMS' programs and services. As these new initiatives continue to take shape in 2019, the overarching strategic communications plan will require refinement.

CMS administers a variety of programs, including, but not limited to Medicare, Medicaid, the Children's Health Insurance Program (CHIP), Quality Data and Physician Compare, and the Health Insurance Marketplace. As the largest healthcare payer, CMS serves more than 100 million people and is focused on improving the delivery and quality of care. CMS is responsible for conducting national communications campaigns to promote these programs and other CMS initiatives to consumers, providers and other key audiences. The strategic communications plan shall help ensure consistent, accurate, timely, understandable and reliable information about CMS and its programs and services.

B. BACKGROUND

This work consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to; strategic plan development, messaging architecture, identification of strategic opportunities for public engagement, and interaction with the media.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

C. DEFINITIONS

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for- Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any communications products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications

CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant in accordance with HHSAR 352.239-74 Electronic Information and Technology Accessibility (DEC 2015).

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute an agency wide strategic communications plan that builds upon work that has been done in this area. The Contractor shall work with the Contracting Officer's Representative (COR), the Office of the Administrator, and Components across CMS to identify upcoming initiatives and ensure that they are integrated in the overarching strategic communications plan to be conducted over the course of the period of performance. The primary focus of the task order shall be strategic plan development, messaging architecture, identification of strategic opportunities for public engagement, interaction with the media, comprehensive social media planning and execution and other tactics to reach CMS' target audiences with overarching messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the communications plans.

B. TASKS/ACTIVITIES

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Strategic Communications Planning and Execution

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. The strategic communications plan shall include: establishing goals, defining the target, defining the messages, identifying opportunities for public interaction, identifying opportunities for media interaction; and recommending social media tactics and analysis.
    - The strategic plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
    - A budget shall be included.
- Ensure all agency sub-communication plans (i.e. Roll-out plans on specific program related policy and major initiatives such as Medicare Open Enrollment) align with the goals and objectives of CMS and with the overall strategic plan.
- Ensure all agency sub-communication plans coordinate with key media groups such as national media, regional/local media, social media, industry and other stakeholders and ensure CMS maintains a consistent voice in its communications.
- Develop and coordinate a strategic communications calendar that streamlines key CMS initiatives across all components.
- Develop and coordinate CMS' Messaging Architecture to convey CMS' messaging intent, priorities, and goals, in order to keep communication aligned deliver consistent messaging.
- Assist in the development and execution of policy translation for key audiences. As CMS implements lessons learned and policy changes, the Contractor shall ensure these changes are communicated clearly to consumers and stakeholders. With the assistance of CMS, the Contractor shall translate complex healthcare policy into messages that resonate with key audiences.
- Deliver a comprehensive social media strategy that aligns agency initiatives with the goal of growing CMS channels and increasing the number of people that use CMS social media platforms.
    - Provide consultative services on creating compelling content that communicates the goals and objectives of CMS to beneficiaries and other stakeholders.
- Provide strategic planning to determine a public engagement plan that aligns with CMS' goals and objectives. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices, where appropriate, when planning the schedule and coordinating the public engagement strategy. In addition, the Contractor shall provide

consultation to CMS and the CMS Regional Offices for the planning of public engagement opportunities within each Region.

- Provide Speech writing support for the administrator and key CMS executives.
- Develop a recommended earned media strategy for CMS that leverages promotes and reinforces key messages using the many Medicare information channels within CMS.
    - Provide support for organizing no more than five (5) satellite/radio media tours (SMT/RMTs) throughout the period of performance. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
    - Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development and implementation of an agency wide overarching strategic communications plan in support of CMS' overall goals, objectives and initiatives.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all communications plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than two (2) weeks after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Communications Plan: The Contractor shall provide the COR with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. The strategic communications plan shall include: establishing goals, defining the target, defining the messages, identifying opportunities for public interaction, identifying opportunities for media interaction; and recommending social media tactics and analysis. The strategic plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.

3. Review of Agency Sub-communication Plans: The Contractor shall provide to the COR a review of all agency sub-communications plans and recommendations for adjusting messages to align with the overall CMS messaging architecture. The Contractor shall also coordinate with key media groups about agency sub-communications plan to ensure consistent messaging.

4. Development of Strategic Communications Calendar: The Contractor shall develop and coordinate a strategic communications calendar that streamlines key CMS initiatives across all CMS components.

5. Development of CMS Messaging Architecture: The Contractor shall develop and coordinate an overarching CMS Messaging Architecture that highlights key messages for key audiences.

6. Development and Execution of Policy Translation for Key Audiences: The Contractor shall translate complex healthcare policy into messages that resonate with key audiences based on the CMS Messaging Architecture.

7. Development of a Comprehensive Social Media Strategy: The Contractor shall develop and coordinate a comprehensive social media strategy that aligns CMS messages across social media channels and creates compelling content that resonates with our target audiences.

8. Development of Public Engagement Plan: The Contractor shall develop a public engagement plan that aligns with CMS' goals and objectives.

9. Speech Writing Support: Based on the Strategic Communications Plan and CMS' Messaging Architecture, the Contractor shall provide speech writing and preparation support for the Administrator and agency executives.

10. Earned Media Plan: The Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

11. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign.

    The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

12. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 11, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

13. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure Report shall include, but not be limited to:
    - Funding spent or obligated to date
    - Expected expenditures over the next 30 days

- Funding remaining in task order
- Correlation of activities to costs
- Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

14. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" to inform future communications planning.

15. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:

- **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high- resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.
- **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
- **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
- **Out of Home:** Digital signage, video placements, for example.
- **Press materials:** Press releases, media advisories, drop-in articles, for example.
- **Collateral materials**
- **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two (2) weeks of award
2. Strategic Communications Plan	COR	30 days after award date
3. Review of Agency Sub-communications Plans	COR	Monthly
4. Strategic Communications Calendar	COR	Monthly
5. CMS Messaging Architecture	COR	30 days after award date
6. Policy Translation	COR	Monthly
7. Comprehensive Social Media Strategy with Weekly Content Calendar	COR	30 days after award date and weekly
8. Public Engagement Plan	COR	30 days after award date and as needed and assigned by CMS
9. Speech Writing Support	COR	As requested
10. Earned Media Plan	COR	30 days after award
11. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	<u>Agenda</u>: Weekly, prior to call <u>Task/Meeting Report</u>: Weekly, 1 day after meeting
12. Regular Meetings with CMS	COR	As requested by CMS
13. Monthly Expenditure and Status Report	COR/Contract Specialist	Monthly
14. Comprehensive Completion Report with Recommendations for Next Steps	COR	30 days before the end of the period of performance
15. Final Materials to be Supplied to CMS for Archival Purposes	COR	30 days before the end of the period of performance

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development of an agency wide *Strategic Communications Plan* in support of CMS' overall goals, objectives and initiatives.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of:

Total Not to Exceed Amount
$

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.212-4, Alt. I and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2018 through August 31, 2019.

B.16 Designation of Contracting Officer's Representative (COR)

(a) The Contracting Officer has designated **TBD** as the COR for this task order.

(b) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.

B.18 Government Personnel

Contracting Officer
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: Heather.robertson@cms.hhs.gov
Phone: (410) 786-6888

Contract Specialist
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Lauren Teal
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: lauren.teal@cms.hhs.gov
Phone: (410) 786-2993

Contracting Officer Representative (COR)
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: TBD
Mailstop:
Baltimore, MD 21244-1850
Email:
Phone:

SECTION C CONTRACT CLAUSES

C.2.1 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 2015) - ALTERNATE I (MAY 2014)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: TBD; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*. (1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: TBD

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: TBD

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next

succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment

entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.2.2 HHSAR 352.239-74 ELECTRONIC INFORMATION AND TECHNOLOGY ACCESSIBILITY (DEC 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards **not** applicable to this task order are:

- Chapter 4 Hardware
- Chapter 5 Software

Therefore, all remaining standards apply.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

C.17 Subcontract Consent

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

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

C.23 352.237-75 Key Personnel (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individuals are considered key personnel under this task order: TBD

C.33 CMS Information Security (APR 2013)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes "Cloud" computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html. The requirements cover **all** CMS contracts and associated deliverables, which are required on a "per contractor" basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at http://csrc.nist.gov/groups/SMA/fisma/index.html. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,

- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at http://www.gsa.gov/portal/category/102371. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/Infor mationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html..

C.45 Open Government Proactive Pre- Disclosure Notification (OCT 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "…Trade secrets and commercial or financial information obtained from a person and privileged or confidential…" information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…," otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

a. **CBI Highlighted Copy of Contract**: One copy of the contract with all CBI highlighted for CMS FOIA review.
b. **Contractor Proposed Redacted Public Release Copy of Contract**: An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
c. **Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential**: The Contractor shall provide, in a separate file, rationale for why disclosure of "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…" would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office

ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

C.46 Post Award Business Ethics, Conflict of Interest and Compliance (OCT 2015)

a. **General:** It is imperative that the Contractor and the services provided under this contract be free, to the greatest extent possible, of all Organizational and Personal Conflicts of Interest. In this clause, all references to Organizational and/or Personal Conflicts of Interests will be referred to individually or collectively, as the text justifies, as Conflicts of Interest (COI). Except as provided below, the Contracting Officer shall not maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved COI. However, in accordance with FAR 9.503 Waiver, the Contracting Officer may contract with a Contractor that has an unresolved COI if he/she determines that it is in the best interest of the Government to do so.

b. **Definitions:**

Actual COI– means that the COI is currently in existence as determined by the Offeror's or Contractor's Compliance Officer and/or as determined by CMS. This form of COI will require avoidance, neutralization or mitigation acceptable to CMS.

Affiliates – As defined in FAR 2.101 means associated business concerns or individual(s) if, directly or indirectly either one controls or can control the other; or a third party controls or can control both.

For purposes of this contract, affiliate control or influence may include, but is not limited to:

(a) Interlocking management or ownership (e.g., individuals serving in similar capacities in several companies);

(b) Identity of interests among family members such as spouse/domestic partner and/or any dependent of the respondent;

(c) Shared facilities and equipment;

(d) Common use of employees; or

(e) A business concern organized just prior to, or immediately following, the release of a solicitation or request for information, which has the same or similar management, ownership, or principal employees as the Offeror or Contractor.

Any business, whether or not it is organized for profit or located in the United States or its outlying areas, or person may be found to be an affiliate. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

Apparent (Perceived) COI – means that the COI on first observation appears to be an actual or potential COI, but may or may not be after analysis. Even if the apparent COI is determined to be non-existent, this perception may still require further explanation.

Financial Interests/Relationships – means a healthcare related direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest.

A financial interest/relationship may arise from the following non-exclusive examples:

(a) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(b) Current or known future arrangements or requirements for which you are defined as an interested party including, but not limited to, an entity that may create one or more of the three forms of COI;

(c) Consulting relationships, including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation;

(d) Services provided in exchange for honorariums including travel expense reimbursements;

(e) Research funding or other forms of research support;

(f) Healthcare related investment in the form of stock or bond ownership, including healthcare sector investment only mutual funds;

(g) Healthcare business ownership or partnership interests;

(h) Patents, copyrights, and other intellectual property interests;

(i) Seeking or negotiating for prospective employment or business; or

(j) Gifts, including travel.

Mitigation – means action taken by the Contractor to reduce the COI risk to a level acceptable to CMS on a present contract.

Organizational Conflict of Interest – In accordance with FAR 2.101 Definitions, means that because of other activities or relationships with other persons, a person is unable, or potentially unable, to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is, or might be, otherwise impaired, or a person has an unfair competitive advantage.

For purposes of this contract, the COI definition includes direct or indirect relationships including, but not limited to, the Contractor and its parent company, subsidiaries, affiliates, subcontractors, clients and principals.

Personal Conflicts of Interest – A situation in which a person has a financial interest, personal activity, or relationship that could impair the person's ability to act impartially and in the best interest of the Government when performing under this contract.

(a) Among the sources of personal conflicts of interest are—

i. Financial interests of the person, spouse/domestic partner and/or any other dependent of the person, as defined for Federal tax purposes;
ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business) and,
iii. Gifts, including travel.

(b) For example, financial interests referred to in paragraph (a)(i) of this definition may arise from—

i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
ii. Consulting relationships;
iii. Services provided in exchange for honoraria or travel expense reimbursements;
iv. Research funding or other forms of research support;
v. Healthcare related investments;
vi. Real estate investments;
vii. Patents, copyrights, and other intellectual property interests; or
viii. Business ownership and investment interests.

Potential COI – means that the COI could become an actual COI due to contingency events and/or as determined by CMS. This form of COI will require mitigation acceptable to CMS.

Principal – As defined in FAR 52.203-13, Contractor Code of Business Ethics and Conduct, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).

Three (3) Types of COIs include:

Conflict Types	Definitions
Biased Ground Rules	Consists of situations in which a firm, as part of its performance of a Government contract, has helped (or is in a position to help) set the ground rules for another Government contract by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In these "biased ground rules" cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself and/or its affiliates.
Impaired Objectivity	Consists of situations where a firm has an interest (typically financial) that may conflict with the interest of the Government to whom the firm has a contractual obligation, and the firm's work under the Government contract could give the firm the opportunity to benefit its other business interests. If the firm is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment or advice, the firm's objectivity may be impaired. An example is where the firm was evaluating itself, an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.
Unequal Access to Information	"Unfair" access to non-public information – Consists of situations in which a firm has access to nonpublic information (including proprietary information and non-public source-selection information) as part of its performance of a Government contract and that information may provide the firm with a competitive advantage in a later competition for a Government contract. In these "unequal access to information" cases, the concern is limited to the risk of the firm gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency alone does not constitute an "unequal access to information."

c. **Conflicts of Interest Identified During Contract Performance** – In accordance with FAR 3.10 and 52.203-13, Contractor Code of Business Ethics and Conduct, and this contract, the Contractor shall have procedures in place to detect and disclose all COIs throughout the life of the contract.

1. **<u>COI Oversight Program</u>:** The Contractor shall maintain an effective COI Oversight Program. As part of the program, the Contractor shall implement company business practices, procedures, polices and internal controls for compliance with COI requirements, such as:

(a) Preventing conflicts of interest, prohibiting the use of non-public information accessed through this contract for personal gain, and obtaining a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through this contract;
(b) Conducting Internal and External Audits;
(c) Policy Enforcement and Employee Disciplinary Actions;
(d) Retention of Records;
(e) Management of Subcontractors;
(f) Internal control systems;
(g) Display of Fraud Hotline Poster(s) in accordance with FAR 52.203-14 Display of Hotline Poster(s).
(h) Reviewing the information required by Attachment 5, Contractor Personal Conflict of Interest Financial Disclosure Template, for each principal, officer and governing body member (e.g., Board of Directors; Trustees; etc.) of the organization, as well as managers and key personnel who would be, or are involved with, the performance of this contract. It is recommended that individuals who have not disclosed changes within the reporting period, submit an annual disclosure update to their Compliance Officer for review;
(i) Informing employees, through an employee education and training program, of their obligation to disclose and prevent conflicts of interest, not to use non-public information accessed through performance of this contract for personal gain, and to avoid even the appearance of personal conflicts of interest; and,
(j) Reporting to the Contracting Officer any conflict of interest violations.

The following details are provided for respective COI disclosure expectations when/if a COI arises during contract performance:

2. <u>Conflict of Interest</u>:

COI information shall be submitted as follows:

(a) <u>Conflict of Interest Submission During Contract Performance</u>:

At any time during the performance of this contract, if the Contractor learns of any actual, potential, or apparent COI, whereby a reasonable business person might equate the COI to one (1) of the three (3) types of COIs identified in H.1.b Definitions, the Contractor shall notify the Contracting Officer in writing within five (5) business days of the identification of the actual, potential, or apparent COI. Within 30 calendar days, or as otherwise negotiated with the Contracting Officer, the Contractor shall submit a COI Disclosure in accordance with 2(b) below.

(b) <u>What is Required in a COI Disclosure</u>: When an initial COI disclosure is submitted and/or a revision thereof is required, the Contractor shall provide an initial or revised, as the case may be, Attachment 4, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements.

(c) <u>Personal COI Information</u>: It is the Offeror/Contractor's responsibility to have a plan in place (see C.46.c.1 COI Oversight Program) to ensure that actual, potential, or apparent personal conflicts of interest are identified, analyzed and mitigated for performance of this contract.

Personal COI information shall be obtained by the Offeror/Contractor for each:

- Manager or Key personnel who would be, or are involved with, the performance of this contract;
- Governing Body member (e.g., Board of Directors, Trustees, etc.); and,
- Principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

Attachment 5, Contractor Personal Conflict of Interest Financial Disclosure Template is provided as a "sample" for the Offeror/Contractor to follow when identifying, analyzing and mitigating actual, potential, or apparent Personal COIs for this contract. Notwithstanding, Personal COI information obtained from the above individuals shall not be submitted to the Government.

(d) Mitigation/Resolution: The Contracting Officer determines whether a COI has been identified and whether the actual, potential or apparent COI has been mitigated/resolved to the Government's satisfaction. The Mitigation/Resolution plan may include a COI audit requirement as determined by the Contracting Officer. The Contractor's approved COI Mitigation/Resolution plan shall be incorporated into the contract.

In cases whereby a COI cannot be, or has not been, mitigated to the Contracting Officer's satisfaction, the Contracting Officer may take the following action including, but not limited to:

i. Request a post-award waiver in accordance with FAR 9.503 Waiver, from the Head of the Contracting Activity; or

ii. Make changes to the requirements of the contract; or

iii. Terminate the contract.

(e) Independent Audit: If the Contracting Officer requires a COI audit as part of the accepted mitigation plan, the Contractor shall obtain the services of an External/Independent auditor to conduct an audit. If the Government chooses to undertake the audit in lieu of the Contractor's independent auditor, the Contracting Officer will notify the Contractor within 60 days of the anniversary date of the contract.

Such auditor shall have expertise in conducting compliance program and conflict of interest audits. The Contractor's records may also be subject to audit by the Government to ensure compliance with this contract's C.46 clause requirements and/or ensure that any corrective action, if necessary, has been implemented.

1. Subcontractors: A COI independent audit shall be required at the discretion of the Prime Contractor. If the Prime Contractor requires an

audit of the subcontractor(s), the subcontractor's audit shall be included with the Prime Contractor's audit submission.

2. <u>First Audit</u>: When an audit is required as part of an acceptable mitigation plan, the Contracting Officer will negotiate the frequency of the audits and required deliverable dates. Generally, only one audit will be required during the period of performance subject to Contracting Officer discretion. The independent audit will be submitted by the auditor directly to the Contracting Officer with a copy to the Contractor.

3. <u>Subsequent Audits</u>: Additional audits are at the discretion of the Contracting Officer. The Contracting Officer will consider previous audit findings, any corrective action(s) and any new COI information, when making the decision to require subsequent audits.

4. <u>Audit Findings</u>: When Contractor Conflict of Interest Oversight findings are disclosed in an independent audit, the Contractor shall include in the draft audit report its proposed corrective action plan for each finding. The Contracting Officer may require a revised COI mitigation plan to be submitted as a result of the audit findings.

5. <u>Independent Audit Requirements</u>:

(a) The auditor shall decide what processes it will use to review, verify and confirm the information, processes and policies disclosed by the Contractor to the Government. The audit shall include a process for the contractor to review audit findings and provide a response to the auditor, which shall be included in the final audit submitted to the CMS Contracting Officer.

(b) The audit shall confirm that any and all COI mitigation plans, approved by the Government, have been implemented and are functioning as anticipated. Although not all inclusive, the auditor may also want to consider the following:

(i) Review of all COI disclosures submitted to the Government to validate the accuracy and completeness of such disclosures;

(ii) Conducting appropriate interviews with principals, key personnel and independent members of the board of directors, as appropriate;

(iii) Reviewing the Contractor's organizational chart(s), articles of incorporation, bylaws and/or other documents, to validate the accuracy and completeness of COI disclosures to the Government;

(iv) Confirming that the Contractor annually, at a minimum, collects and reviews for assessment and appropriate action by the Compliance Officer, personal conflict information from its principals, key personnel (on the relevant contract(s)) and board of director members;

(v) Confirming whether the Contractor is in compliance with its internal Contractor Conflict of Interest Oversight program(s); and,

(vi) For its Subcontractors, confirming whether the prime Contractor is monitoring Subcontractor compliance with the required contract flow-down provisions and disclosed practices, in accordance with contract H.1. The auditor may review other information as it deems appropriate to ensure that COI issues have been identified and resolved, in accordance with Contractor disclosures.

(vii) The auditor will also examine the Contractor's records to verify that all of the requirements specified in FAR 52.203-13(c)(2)(ii), Contractor Code of Business Ethics and Conduct, are met.

6. Reporting Requirements: The audit report, inclusive of all auditor findings and proposed corrective actions, shall be delivered via e-mail or US Postal Service to the Contracting Officer directly from the auditor.

d. Subsequent COI Disclosures (i) When/if a COI is discovered during contract performance, subsequent COI disclosures may be required as follows:

- If as a result of, the Government or Contractor independent auditor review, any findings require a change in the Initial Disclosure, submit a COI Disclosure Revision, in accordance d (ii). below, to the Contracting Officer within 30 calendar days of the final audit report.
- Within 30 calendar days when the Contracting Officer requests a revision.
- At least 45 calendar days prior to a change due to proposed or planned business actions, e.g., acquiring or selling a business or business segment, changes in ownership of the organization holding the contract, etc.

(ii) What is Required in a Revision:

When COI disclosures require revision, the Contractor shall provide a revised Attachment 4, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements. Red-lined versions are preferred.

e. Subcontractor Flow-Down Clause: The prime Contractor is responsible for avoiding, neutralizing and mitigating all actual, potential, or apparent COIs of its Subcontractors, in accordance with this clause. Therefore, the prime Contractor shall flow-down C.46 Post Award Business Ethics, Conflict of Interest and Compliance, of this contract in all subcontracts. For Subcontractors, wherever the term "Contractor" is used, insert "Subcontractor."

C.47 CMS SECURITY CLAUSE (APR 2016)

a. Applicability

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and Federal Information Processing Standard (FIPS) PUB Number 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) Include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

b. Definitions

"Agency Access" means access to CMS facilities, sensitive information, information systems or other CMS resources.

"Applicant" is a Contractor employee for whom the Contractor submits an application for a CMS identification card.

"Contractor Employee" means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

"Official station"— As defined by Federal Travel Regulations, An area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler's home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler's home or regular place of business. If the employee's work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee's position of record are based is considered the regular place of work.

"Federal Identification Card" (or "ID card") means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. "Issuing Office" means the CMS entity that issues identification cards to Contractor employees.

"Locally Based Physical Access Card" means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

"Local Security Servicing Organization" means the CMS entity that provides security services to the CMS organization sponsoring the contract, Division of Physical Security and Strategic Information (DPSSI).

"Logical Access" means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

"Personal Identity Verification (PIV) card," as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, "smart" card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

"Personal Identity Verification-Interoperable (PIV-I) card" similar to a PIV card, is a physical artifact (e.g., identity card, "smart" card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. Contractor Responsibility: The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government, the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c)(2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.

2. Alien Status: The Contractor shall monitor an alien's (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 - Employment Eligibility Verification.

3. Residency Requirement: All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with Office of Personnel Management (OPM) guidance. Contractor employees who worked for the U. S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant's personnel file is located, the state-side address of the Professor in charge of the applicant's "Study Abroad" program, the religious organization, charity, educational, or other non-profit organization records for the applicant's overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.

4. Selective Service Registration: All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. **Identification Card Application Process**

ID Card Sponsor: The CMS Contracting Officer's Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor's application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS), for processing. If approved, an applicant may be issued either a Personal Identity Verification (PIV) or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' Enterprise User Administration (EUA) Electronic Front-end Interface (EFI) system, which is located at https://eua.cms.gov/efi. To assist users with the application process, a user's guide is located at:https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html.

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP**: Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints**: Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306**: Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of0306.PDF.
4. **Access to Restricted Area(s)**: The CMS COR will initiate all Federal ID card holders' physical access requests via Physical Access Control System (PACS) Central at https://pam.cms.local.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;
7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and
8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM e-QIP and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):** This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.
ii. **Computer Based Training (CBT)** (within 3 days of approved EUA account): This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.

f. Background Investigation and Adjudication

Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM e-QIP system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.
ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.
iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.
iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.

v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM Federal Investigative Services (FIS) Freedom of Information (FOI) office. The following OPM-FOI link is being provided to afford one the instructions for obtaining a copy of one's file: https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

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 within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at http://www.opm.gov/investigations/background-investigations/federal-investigations-notices. 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

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

i. **Renewal**: A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.

ii. **Lost/Stolen**: Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at SECURITY@cms.hhs.gov. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at Badging@cms.hhs.gov, and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.

iii. **Replacement**: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the PIV card or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the "Badge Issuance" process again as described in above in section (c)(2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. Surrender ID Cards/Access Cards, Government Equipment
CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

The following clauses are incorporated by reference:
C.48 FAR 52.224-1 Privacy Act Notification

C.49 FAR 52.224-2 Privacy Act

C.50 FAR 52.227-14 Rights in data-general

C. 51 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions

Proposal Preparation Instructions

To assist the Government in thoroughly and completely evaluating all proposals, you must submit your proposal in accordance with the following format requirements specified below, and adhere to the page limitations.

You are requested to provide the following:

- One (1) electronic version of your Technical proposal as a PDF document
- One (1) electronic version of your Business proposal as an Excel document

The following shall be included:

I. LIMITED WRITTEN TECHNICAL PROPOSAL INSTRUCTIONS

Offerors are required to submit a written technical proposal in accordance with the following instructions:

1. Offerors shall respond to all aspects of the Statement of Work (SOW) as presented in the Letter Request for Proposal (LRFP).

2. Offerors shall submit as part of the proposal a Volume titled *Technical Proposal* that addresses the following information:

   A. Technical Understanding and Approach
   B. Personnel Qualifications (resumes and letters of commitments will not be counted against the total page limit)
   C. Management and Staffing Plan
   D. Past Performance (will not be counted against the total page limit)
   E. Section 508 (will not be counted against the total page limit)

3. The entire written proposal shall be no more than ~~20~~**5** **single-spaced (one-sided) pages.** Type font may be no smaller than Times Roman 12 pt. However, a smaller font may be used for tabular material, charts, and matrixes so long as it is legible. All page margins must be at least 1 inch. Creative samples do not count toward the page limitations.

4. Substantive technical content shall be included in the ~~20~~ 5 page limit of the technical proposal and not included as appendices/attachments unless specifically noted in the instructions. No other appendices, attachments, or references will be allowed, reviewed or considered.

A. Technical Understanding and Approach

The offeror shall demonstrate in a clear, concise, and sound manner how the Statement of Work (SOW) is to be performed. The offeror shall present a clear understanding of the nature of the work being undertaken and fully explain the proposed process for Strategic Communications Planning as described in the SOW.

Specifically, the offeror shall:

- Describe the proposed approach to fully comply with each of the tasks and requirements identified in the SOW.

- Present a communications strategy that demonstrates how it will meet the objectives set forth in the SOW.

B. Personnel Qualifications

This portion of the limited written proposal shall describe the educational background, professional experience, and special qualifications which directly relate to the task order of all professional personnel to be involved in this task order. When consultants or subcontractors are to be used, their special qualifications, educational background, and experience shall be included. The proposal shall specify how the personnel employed under this task order shall be integrated organizationally and what their responsibilities and percentage of time under the task order will be.

The offeror shall also include a list of names and proposed duties of the key personnel, consultants and subcontractor employees assigned to the project.

For key personnel:

1. Describe functions and duties with respect to the task order
2. Describe relevant training and experience
3. Specify the percent of time the individual will be allocated to this project
4. Provide (in an appendix) a current resume indicating relevant specific experience and education. **Resumes shall be a maximum of 2 single sided pages each and will not count against the written proposal page limit.**

C. Management and Staffing Plan

The proposal shall describe how the offeror will organize and manage the project, how tasks will be sequenced and in what time frames, and what management control and coordination mechanisms will be utilized to assure the timely and successful conduct of this project. The proposed management plan shall specify resource allocation by tasks. Describe how the offeror would allocate resources to complete tasks outlined in the SOW.

This shall include a matrix of hours committed to the project by person, by task, and shall indicate any work that will be subcontracted. The offeror shall provide an organizational chart that includes subcontractors.

D. Past Performance

Definitions:

Relevant – Relevant past performance information is described in FAR 42.1501, General. For the purposes of this solicitation, 'relevant' is also past performance information which is similar in size, scope and complexity to this contract.

Significant Subcontractor – A subcontractor performing major or critical aspects of the requirements relevant to the prospective contract.

Instructions:

Offeror: As stated in C.10 Procedures for Placing an order Under a Multiple-Award IDIQ section 3(c) Evaluation of the Base IDIQ: "Evaluation of past performance will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government. As work proceeds under this contract, it is probable that current past performance information on recent task orders will be more important in evaluation of future task orders."

Significant Subcontractor: All significant subcontractor(s) identified in the proposal are required to include three (3) of the most relevant summaries of recent contracts and task orders that have an end date falling within 3 years from the date of this solicitation or are currently in progress. This can include contracts and task orders wth other Federal Government Agencies, State Agencies, Local Governments and Commercial Customers. These past performance examples shall be similar in size, scope and complexity to the subcontractor's involvement in the proposed effort for this task order.

For each relevant summary above, the proposed significant subcontractor(s) shall include the following information:

1. Customer or Agency and Total Contract Value
2. Contract Name, Number (if applicable) and Period of Performance;
3. Contract Type
4. Contract Description and why the offeror feels it is relevant and shall be considered as relevant to the scope of this contract
5. Point of Contact (Contracting Officer or other for Commercial Contract); and,
6. Additional Info: If performance was documented as less than satisfactory, the Offeror shall provide a summary of the identified issues, steps taken to resolve the problem and processes in place to improve future performance.

The table below should be used when providing a summary of the past performance information. (***Table should also be provided as a separate Excel document***):

Customer or Agency and Total Contract Value	Contract Name/Number and Period of Performance	Contract Type	Contract Description and how relevant to this solicitation	Point of Contact	Information in PPIRS? Y/N

Proposed significant subcontractors shall obtain references from the three (3) relevant contracts listed above (3 for each significant subcontractor). The significant subcontractor shall utilize the attached Past Performance Questionnaire (See Attachment 6). The questionnaire must be submitted directly to the Contract Specialist via email at **lauren.teal@cms.hhs.gov**. The attachment includes a sample cover letter, instructions for questionnaire response and the questionnaire. References shall be asked to submit their responses directly to the Contracting Office by **the date and time that proposals are due.** CMS may notify the prime contractor to follow up with those references that have not responded by the date specified. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

NOTE: If your designated references above have previously submitted a past performance evaluation in the Government's Past Performance Information Retrieval System (PPIRS),

please acknowledge this in the table above. A separate past performance questionnaire is not required in this case. CMS will obtain the information directly from PPIRS.

E. Section 508

HHSAR 352.239-73 Electronic and Information Technology Accessibility Notice (December 18, 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, 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, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of the Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website http://www.hhs.gov/web/508.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

II. BUSINESS PROPOSAL INSTRUCTIONS (No Page Limit)

Your business proposal shall set forth your proposed price based on a Time and Materials basis. Categories and amounts for labor, materials, travel, and other direct costs are required. Your business proposal shall segregate costs for each task, as well as providing a table, which reflects a comprehensive view of total costs associated with all tasks.

The contractor shall assume the following budget when formulating the response: $2,250,000.00.

The estimated direct labor dollars (broken out by hours and T&M rates) for each individual assigned to/proposed for the task order shall be provided. The hours and rates shall be appropriate for the labor category/position title of each individual proposed. Detailed costs for any proposed subcontractor shall also be provided, if applicable.

A thorough subcontractor analysis shall be conducted for any subcontractors proposed.

The subcontractor analysis shall contain:

(A) Appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices;

(B) Include the results of these analyses in the form of a subcontract negotiation memorandum reflecting:

- The principal elements of the subcontract price negotiations:
- The most significant considerations controlling establishment of initial or revised prices;
- The reason cost or pricing data were or were not required;
- The extent, if any, to which the Contractor relied on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- The extent to which it was recognized in the negotiations that the subcontractor's cost and pricing data were not accurate, complete or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- The reasons for any significant difference between the Contractor's price objective and the price negotiated; and,

(C) A description of the extent to which price competition was obtained, or justification for its absence.

(D) Statement as to whether the proposed subcontractor is on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Proposed travel (if applicable) shall be broken out into number of trips, number of travelers and duration of trip (including transit time) for each destination. Cost detail shall be shown for all items including commercial transportation, per diem rates in accordance with Federal Travel Regulations, personal mileage, daily care rental, etc.

An explanation and basis shall be provided for each item of "Other Direct Cost" proposed such as materials, reproduction costs, etc. Also include any assumptions that were made in preparing the business proposal. **Please include any quotes; justifications; and/or rationale for the ODCs proposed.**

Indirect Costs
In accordance with FAR 52.212-4(i)(ii)(D)(2), indirect costs will be reimbursed on a pro-rata basis over the period of contract performance at a fixed price.

Each offeror shall include a fixed price for indirect costs in their business proposal, as well as schedule to show the pro-rata basis over the period of performance. Calculations shall be based on your standard commercial practice and the rates used to calculate the fixed indirect costs shall not exceed the rate ceilings as defined in each contractor's Base IDIQ contract. The fixed amount proposed on this task order is subject to negotiation.

III. BUSINESS ETHICS, CONFLICTS OF INTEREST AND COMPLIANCE PROPOSAL SUBMISSION INSTRUCTIONS (can be included in the business proposal)

To the extent that the Offeror (including proposed subcontractors) identify any pre-award organizational or personal business, investment or other interest that could give rise to an Organizational/Personal Conflict of Interest (hereinafter collectively or individually referred to as COI) on the contract resulting from this solicitation, the Offeror (including proposed subcontractors) shall explain the actions it intends to use to address such COIs, e.g., by submitting a mitigation plan and/or accepting a limitation on future contracting. Discretion rests with the Contracting Officer to determine whether a COI exists and whether it has been adequately addressed.

If the Offeror believes that a COI must be disclosed, it shall refer to Attachments 4 and 5, for guidance, as identified in **Section C.46 BUSINESS ETHICS, CONFLICTS OF INTEREST AND COMPLIANCE (OCT 2015)**.

Evaluation Criteria

GENERAL PROCEDURES

The Government will conduct a comprehensive evaluation of each proposal utilizing the "tradeoff" process to determine which proposal offers the best combination of technical capabilities and estimated cost/price to the Government. CMS reserves the right to award based upon initial proposals.

Note: As stated in C.10 Procedures for Placing an order Under a Multiple-Award IDIQ section 3(c) Evaluation of the Base IDIQ: "If necessary, during the evaluation of proposals, the Government may contact any, all, or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16."

The criteria listed below will be evaluated in descending order of importance:

A. Technical Understanding and Approach
B. Personnel Qualifications
C. Management and Staffing Plan
D. Past Performance
E. Section 508

Note: All evaluation factors, other than cost or price, when combined, are <u>significantly</u> more important than cost or price. However, as the degree of technical equality increases between proposals, cost/price will become more important.

I. <u>LIMITED WRITTEN TECHNICAL PROPOSAL EVALUATION</u>

A. Technical Understanding and Approach

The offeror describes the proposed approach to fully comply with each of the tasks and requirements identified in the Statement of Work (SOW). The proposed approach demonstrates a clear and comprehensive understanding of all explicit and ancillary goals and objectives as presented in the SOW. The proposed approach ensures the achievement of timely and acceptable performance. The proposed approach is both well documented and sound. The offeror presents a communications strategy that demonstrates how it will meet the objectives set forth in the SOW.

B. Personnel Qualifications

The evaluation of personnel shall consider personnel who are highly qualified and experienced in the skills required in the SOW. The caliber of personnel shall be based upon the individual's past performance on similar efforts, academic qualifications, and relevant training. The submission of resumes of all key personnel shall show a relevancy and depth of their general experience. This evaluation shall also consider any proposed subcontractors and their experiences. The proposal must indicate the percentage of time each staff member will contribute.

C. Management and Staffing Plan

The evaluation of the management and staffing plan shall consider the offeror's ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours. The offeror included organizational chart that includes subcontractors.

D. Past Performance
CMS will evaluate the offeror's and proposed significant subcontractor(s) past performance information (See submission for definitions of relevant and significant subcontractor), which is expected to demonstrate the likelihood that the prospective contract will be performed successfully.

The Contracting Officer reserves the right to limit its review of past performance information to what he/she has been determined to be relevant. The offeror is advised that the Contracting Officer, using sound business judgment, may consider Federal contract past performance to be more relevant than State Agencies, Local Government or Commercial Customer performance assessments. In addition to the information provided in the offeror's proposal, the Contracting Officer may also consider other information he/she considers relevant (e.g., award fee evaluations, audit reports, etc.)

In the case of an offeror without a record of relevant past performance, or for which information on past performance is not available, the offeror's Past Performance may not be evaluated favorably or unfavorably.

E. Section 508 (adequate/inadequate)
In accordance with the terms of the Provision entitled "Electronic and Information Technology Accessibility Notice (December 2015)" HHSAR Provision No. 352.239-73, the Government is seeking to determine Offerors ability to adequately address Section 508 accessibility standards. **http://www.section508.gov/**

Offerors will be evaluated on the following factors:

1. The submission of the Product Accessibility Template (PAT); and,
2. Ability to demonstrate compliance with the established EIT accessibility standards.

A rating of inadequate will not deem an offeror's entire technical proposal technically unacceptable. Offerors whose Section 508 evaluation factor is rated as inadequate and it is the determining factor preventing them from award, will be given an opportunity to address the finding(s) as long as the finding(s) can be addressed without altering the of offeror's technical or cost proposal.

II. BUSINESS PROPOSAL EVALUATION

Price analysis: Price analysis is the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit. It may be accomplished by:

- a comparison of submitted proposals;
- a comparison of contract prices with current proposals for the same or similar items; and/or
- and/or a comparison of proposed prices with independently developed cost estimates.

III. CONFLICT OF INTEREST EVALUATION FACTORS FOR AWARD

1. In the event that Business Ethics, Organizational and Personal Conflicts of Interest (hereinafter collectively or individually referred to as COI) and/or Compliance information is required and/or submitted, it will be reviewed for the apparent

successful Offeror, but not receive a score/rating. Business Ethics, Conflict of Interest and Compliance Submission by Offeror/Contractor, Attachment 4 (and 5 as applicable), and the information contained therein, will be reviewed by the Contracting Officer, in accordance with contract section C.46 and the Proposal Preparation Instructions Section III of this solicitation, in order to make a determination whether the Offeror meets the COI requirements. Additionally, the Contracting Officer may use other information, besides that disclosed by the Offeror, in the Contracting Officer's evaluation of conflicts of interest.

2. In accordance with FAR 9.504(e), "The contracting officer shall award the contract to the apparent successful Offeror unless a conflict of interest is determined to exist that cannot be avoided, neutralized or mitigated. Before determining to withhold award based on conflict of interest considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond."

3. CMS will not enter into a contract with an entity that CMS determines has, or has the potential for, an unresolved COI unless CMS determines that it is in the Government's best interest to do so. If the Contracting Officer finds that it is in the best interest of the United States to award the contract, notwithstanding an unresolved conflict of interest, a request for waiver shall be submitted by the Contracting Officer in accordance with FAR 9.503.

4. In cases where conflicts of interest cannot be avoided, neutralized, or mitigated satisfactorily, or waived when it is in the Government's best interest to do so, the Contracting Officer shall preclude the Offeror from consideration for contract award.

ATTACHMENT 4
CONTRACTOR BUSINESS ETHICS, CONFLICT OF INTEREST AND COMPLIANCE PROGRAM EQUIREMENTS
(OCT 2015)

(**Offeror/Contractor** – In accordandance with Solicitation/Contract Section C.46, please include all of the following information contained herein (A. through E., plus the Certification) with your proposal submission and during contract performance, as required. Because all of the information to be submitted cannot be contained within this form, a Table of Contents shall be provided with your submission. Please ensure that you follow this outline format in your submission, and include the appropriate section (A. through E. and Certification) and page numbers for ease of reference.

NAME OF OFFEROR/CONTRACTOR/SUBCONTRACTOR:	**DATE SUBMITTED:**

SUBMISSION TYPE:

☐ Initial Submission ☐ Revised Submission

SOLICITATION #:	**CONTRACT #:**

Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements: FAR 3.10 and FAR 52.203-13, Contractor Code of Business Ethics and Conduct, identify "…policies and procedures for establishment of contractor codes of business ethics and conduct, and display of agency Office of Inspector General hotline posters." The following chart is provided to clarify FAR requirements under this contract:

FAR 52.203-13 Requirements Applicability (X = Applicable)	**Contracts with a total value < $5 Million**	**Small Businesses OR Commercial Item Contracts with a total value > $5 Million (See FAR 2.101 for Definition of Commercial Item)**	**Large Businesses Contracts (Excludes contracts for Commercial Items) with a total value > $5 Million**
COI DISCLOSURES	X	X	X
PLAN FOR MONITORING/ REPORTING CONFLICTS OF INTEREST (Includes Personal Conflict of Interests (PCI)). Large Businesses shall incorporate COI/PCI Monitoring/Reporting as part of its Compliance Program.	X	X	X
CODE OF CONDUCT	Not Required	X	X
COMPLIANCE PROGRAM	Not Required	Not Required	X

A. DESCRIPTION OF CORPORATE AND ORGANIZATIONAL STRUCTURE:

Offerors/Contractors shall provide:

1. High level organizational charts that show the complete corporate organizational structure of the Offeror/Contractor, to include parent and affiliated organizations, as applicable;
2. Internal organization chart of the entity performing the work; and,
3. Narrative explanation of structure/ownership.

B. DESCRIPTION OF ALL ACTUAL, POTENTIAL, AND/OR APPARENT COIs AND FINANCIAL INTERESTS/RELATIONSHIPS:

Offerors/Contractors shall provide the following:

1. **COI COMPLIANCE PROCESS:** Describe the COI oversight process including, but not limited to, how the contractor identifies and resolves COIs (See Section C.46).

2. **DISCLOSURE OF CONTRACTS THAT COULD POSE AN ACTUAL, POTENTIAL, AND/OR APPARENT COI:** Disclose all current/active and known future *non-foreign* contracts that could give rise to an actual, potential, and/or apparent COI, for itself, its parent(s) and affiliate(s), including potential subcontracts, using the table below:

Prime Contractor or Subcontractor Relationship?	Name of Customer with which you are under contract.	Contract #	Period of Performance	Total Contract Value	Description of Supplies/ Services	*COI (Yes/No) UA, BG and/or IO	Explanation: If answer is "No," please provide explanation about why it is not a conflict. If yes, see # 4 below.

* Disclose whether an actual, potential, and/or apparent COI exists (Yes or No) and whether the conflict is either:

- UA – Unequal Access
- BG – Biased Ground Rules
- IO – Impaired Objectivity

(See Solicitation/Contract Section C.46 for definition of COI and explanation of UA, BG, IO)

3. **FINANCIAL INTERESTS/RELATIONSHIPS**: As defined in Section C.46.VIII, any organizational Financial Interests/Relationships that cause an actual, potential, and/or apparent UA, BG and/or IO conflict of interest shall be disclosed in sufficient detail for the Government's independent analysis.

Name of entity with which you have a Financial Interest / Relationship.	Description of Financial Interest or Relationship	*COI (Yes/No) UA, BG and/or IO	Explanation: If answer is "No," please provide explanation why it's not a conflict. If yes, see # 4 below.

* Asterisk information in B.2 above also applies to B.3.

4. **CONFLICT OF INTEREST MITIGATION (See Solicitation/Contract Section C.46.b for definition of "Mitigation"):** For each actual, potential, and/or apparent UA, BG and/or IO conflicts of interest identified in B.2. or B.3. above, provide a proposed mitigation plan for Contracting Officer consideration which will be incorporated into the contract if accepted. The mitigation plan shall include the following, at a minimum:
   a. Description of the COI;
   b. Rationale for identification of one (1) or more of the three (3) types of COIs (UA, BG and/or IO);
   c. Mitigation strategy for COI;
   d. Time frames for resolving the COI;
   e. Plan for monitoring COIs; and,
   f. Plan for independent audit of COI mitigation (See C.46.VIII.e for audit requirements).

C. PERSONAL CONFLICTS OF INTEREST (PCI) - See Solicitation/Contract Section C.46.b for definition

1. **PCI DISCLOSURES & ANALYSIS**: PCI Financial Disclosure information shall be obtained from individuals in accordance with Solicitation/Contract C.46.c.2. The Offeror/Contractor shall ensure that the organization's Compliance Officer has analyzed each PCI Financial Disclosure to determine whether actual, potential, and/or apparent PCIs exist.

   - **Attachment 5**: Provided at Solicitation/Contract Attachment 6 is a Contractor PCI Financial Disclosure Template (Template), to assist in gathering information from respondents. The Template also includes a section for the Compliance Officer to analyze disclosed PCI information.
     - Offerors/Contractors are not required to use the Template, but are required to gather the same information contained in the Template from employees.
     - ***Neither the completed Templates nor information gathered, shall be submitted/disclosed to the Government***.

2. **Mitigation Plan**: Any required PCI mitigation strategies shall be disclosed with the required COI Mitigation Plan described in B.4 above.

D. SUBCONTRACTORS:

1. **PRE-AWARD DISCLOSURE INFORMATION:** The Prime Contractor/Offeror shall obtain from all of its proposed subcontractors' "Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements" information identified herein, in the same format as specified in this Attachment 4 for inclusion in the Prime Contractor's/Offeror's proposal.

   Proprietary Subcontractor Information Submissions: Due to proprietary concerns, in some circumstances a Subcontractor may wish to withhold some of the information contained in Attachment 5 from the Prime Contractor/Offeror. In these events, the Subcontractors may submit directly to the Government, proprietary information that cannot be disclosed to the Prime Contractor/Offeror. The Subcontractor shall submit the entire COI submission to the Government and a redacted version to the Prime Contractor/Offeror. These circumstances shall be extremely limited.

   The Prime Contractor/Offeror shall be responsible for conducting an analysis of each of its Subcontractors' COI submissions (except for the redacted information that may have been disclosed to the Government) in order to ensure that the Subcontractor can perform services conflict-free. The Prime Contractor/Offeror shall include each of its Subcontractors' analysis with its proposal.

   The Prime Contractor's/Offeror's analysis of each Subcontractor's COI submission shall include:

   - Whether the Subcontractor responded to all of the COI submission criteria stated herein;
   - A determination of whether an actual, potential and/or apparent UA, BG and/or IO COI has been, or must be, mitigated;
   - An analysis of each Subcontractor's mitigation strategy; and,
   - If a COI must be mitigated, a recommendation to the Contracting Officer of the acceptability of the mitigation strategy.

2. **POST-AWARD DISCLOSURE INFORMATION**: Pursuant to C.46, as applicable, the Prime Contractor shall obtain from its Subcontractors the required COI disclosures. The Prime Contractor shall conduct an analysis of each of its Subcontractors' COI submissions as stated in D.1 above. The Prime Contractor shall include its analysis of each of its Subcontractors with the Prime's COI submission to CMS. The Prime Contractor does not need to submit the underlying Subcontractor disclosures to CMS, unless the CMS Contracting Officer determines otherwise.

E. CONTRACTOR INTEGRITY/MISCONDUCT:

Offeror/Contractor shall disclose any and all known violations and alleged acts, within the past ten (10) years, related to following for itself, its parent and affiliated companies or subcontractors -

- ✓ False Claims Act,
- ✓ Civil Monetary Penalties,
- ✓ Criminal investigations and/or indictments, and,
- ✓ *Qui tam* lawsuits or other administrative misconduct.

The Offeror/Contractor shall also disclose in its submission whether the information contained in System for Award Management (SAM) and the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate and complete. If it is not, all such information required herein, that is not reported in SAM or FAPIIS, shall be disclosed with this submission.

Certification: I hereby certify that –

1. This Submission is an ☐ Initial filed with our proposal; or a ☐ Post-award Revision.
2. To the best of my knowledge and belief, I represent, by submission of this disclosure, that the Offeror/Contractor has disclosed all relevant information of which the Offeror/Contractor is aware regarding all actual, potential, and/or apparent organizational/personal conflicts of interest;
3. I am authorized to bind this entity and attest that the information submitted herein is true, accurate and complete as of this date;
4. If the contract value is ≥$5million, the entity has ☐ or will ☐ put in place –

   - ✓ Within 30 days of award, a Final Code of Business Ethics and Conduct in accordance with FAR 52.203-13(b), and

- ✓ If the organization is a large business, within 90 days of award, a Final Business Ethics Awareness And Compliance Program And Internal Control System (Compliance Program) that meets the criteria set forth in FAR 52.203-13(c); and

5. The requirements for Business Ethics, Conflict Of Interest and Compliance have been, or will be, flowed-down to all Subcontractor contracts/agreements.

______________________________	______________________________
Print Name/Title	Signature/Date

ATTACHMENT 5, CONTRACTOR PERSONAL CONFLICTS OF INTEREST FINANCIAL DISCLOSURE TEMPLATE (OCT 2015)

Offerors/Contractors:

- ***<u>Use of this actual template is not required</u>. This template is provided as a sample for the kind of information CMS has found to be vital for proper personal COI analysis. If the offeror/contractor uses its own template or form for personal conflict of interest information collection and disclosure, the offeror/contractor should ensure that, at a minimum, the information captured on this template is collected.***
- ***<u>Personal Conflict of Interest Financial Disclosure information shall NOT BE sumitted to CMS</u>. However, such information shall be collected and analized for all Governing Body members (e.g., Board of Directors, Trustees, etc.), and principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct, and for each manager and key personnel who would be, or are involved with, the performance of the contract. NOTE: References to organizational and/or personal conflicts of interest will be referred to individually and collectively as conflicts of interest (COI).***
- ***<u>Compliance Officer Analysis</u>. Offeror/Contractor Compliance Officer Analysis of Individual Personal Conflicts Of Interest is required – See end of this template for a sample of Reporting Employee Disclosure and analysis.***

Reporting Employee (Also includes Board of Director members or others, as applicable):

- Please complete the "Reporting Employee Information" below that will identify you as the reporter. None of the below information will be submitted to the government; it is for interal collection and alaysis only. However, if you have concerns regarding personal information requested in this Form, please consult with the company Compliance Officer.
- Read the instructions for Parts I through IV (Identified in Blue Headers) on the following pages.
- General Statements (Below Reporting Employee Information): If you selected "Yes" for <u>any</u> statement, you must describe the reportable interests in the corresponding Parts I, II, III, and/or IV below in the Purple Header Sections. If additional space is required, please expand the space provided or provide additional pages.
- Sign and date the disclosure of information. Our Compliance Officer will retain this disclosure information and signature page on file.
- Submit completed documents to our Corporate Compliance Officer.

REPORTING EMPLOYEE INFORMATION

Company	
Business/Unit and Address	**Employee Identification**
	Reporting Status Initial __ Annual __ Updated __

General Statements (Reporting Employee - For each statement below, check "Yes" or "No." For more detail or further instructions, see the following sections I thru IV below.**)**	**Yes**	**No**
I. I have reportable assets or sources of income for myself, my spouse/domestic partner and/or any dependent of the respondent.		
II. I have reportable liabilities for myself, my spouse/domestic partner and/or any dependent of the respondent.		
III. I have reportable outside positions for myself, my spouse/domestic partner and/or any dependent of the respondent.		
IV. I have reportable gifts and/or travel reimbursements for myself.		

Part I: ASSETS AND INCOME

<table>
<tr><th colspan="2">I.A. REPORTABLE ASSETS</th></tr>
<tr><th>Report for Yourself, Spouse/domestic partner and/or any dependent of the respondent:</th><th>Do Not Report:</th></tr>
<tr><td>
• Healthcare Related Assets held for investment with a value greater than $10,000 as of the date of disclosure OR assets held for investment which produced more than $2,500 in income, including but not limited to:
✓ Healthcare-related assets, such as stocks, bonds, annuities, trust holdings, partnership interests, investment real estate, or a privately-held trade or business;
✓ Healthcare sector mutual funds (report the <u>full</u> name of the fund, not just the general family fund name);
✓ Holdings of Healthcare Related self-directed retirement plans, such as 401(k)s, IRAs or SEPs (list each holding);
✓ Defined benefit pension plans provided by a Healthcare related former employer (include the name of the employer); and,
✓ Type/location of healthcare related real estate.
</td><td>
• Federal Government retirement benefits
• Federal Thrift Savings Plan.
• Certificates of deposit, savings or checking accounts.
• Life Insurance.
• Money market mutual funds and money market accounts.
• Your personal residence.
• Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund.
• U.S. Federal/State/Local Government bonds, bills, notes, and savings bonds.
• Money owed to you, your spouse/domestic partner and/or dependent by a spouse/domestic partner, parent, sibling, or child.
</td></tr>
<tr><th colspan="2">I.B. HEALTHCARE-RELATED ANNUAL INCOME, ARRANGEMENTS OR AGREEMENTS</th></tr>
<tr><th>Report:</th><th>Do Not Report:</th></tr>
<tr><td>
• <u>For Yourself/your Spouse/Domestic Partner and/or any Dependent of the respondent for all Healthcare Related</u> :
✓ Sources of salary,
✓ Severance,
✓ Bonuses,
✓ Fees,
✓ Commissions,
✓ Honoraria, and
✓ Other earned income, arrangements or agreements, as well as other non-investment income such as scholarships, patents, royalties, etc.
• <u>For yourself only</u>:
✓ Continuing participation in an employee pension or benefit plan maintained by a former Healthcare Related employer;
✓ A leave of absence in order to perform duties for this present organization; and,
✓ Known future Healthcare Related employment, including date you accepted employment offer.
</td><td>
• Alimony and Child Support
• Veterans' benefits Social Security or disability benefits
• Any of the following for spouse/domestic partner and/or any dependent of the respondent:
✓ Continuing participation in an employee pension or benefit plan maintained by a former employer;
✓ A leave of absence to perform duties for this present organization; and,
✓ Known future employment, including date you accepted employment offer.
</td></tr>
</table>

IMPORTANT DEFINITIONS

Dependent – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, **or** considered dependent under the U.S. tax code.
Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.
Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.

REPORTABLE ASSETS AND HEALTHCARE RELATED INCOME, ARRANGEMENTS OR AGREEMENTS (I.A and I.B. Information should be provided in the white space below)		
Notes:	When submitting information, please include the following specific information for reportable assessts and income -	
✓	Healthcare related stock, bond, sector mutual fund, etc.: Please indicate the full name and dollar amount of each specific Healthcare related asset or investment. You may add the ticker symbol to the full name.	
✓	Healthcare related employer or business, source(s) of fees, commissions, or honoraria, please include the name and brief description of each, as applicable.	
✓	Healthcare related real estate investment, please include type/location for each.	
✓	You may distinguish any entry for a family member by preceding it with "S" for Spouse/Domestic Partner, "D" for Dependent, or "J" for Jointly held.	
✓	If additional space is required, please add an addendum to this disclosure.	
Reportable Asset #	**Description of Asset**	**$ Amount**
1		
2		
3		
4		

Part II: LIABILITIES

Report for Yourself, Spouse/Domestic Partner and/or any Dependent of the respondent:	Do Not Report:
• Loans over $10,000 from an individual, such as a friend or a business associate who is employed by a Healthcare related entity or has a business association with a Healthcare related entity.	• Loans that you owe to your parent, spouse/domestic partner, sibling and/or any dependent.

REPORTABLE LIABILITIES	
Name of creditor *(include City and State where creditor is located)*	**Type of liability**
1	
2	
3	

Part III: ADDITIONAL POSITIONS

Report for Yourself:	Do Not Report:
• All Healthcare related positions held at any time during the last 2 years, whether or not you were compensated OR you currently hold that position. Positions include an officer, director, employee, trustee, general partner, proprietor, representative, executor, or consultant of any of the following Healthcare related concerns: ✓ Corporation, partnership, trust, lobbying, or other business entity, ✓ Non-profit or volunteer organization, and ✓ Educational institution (For instance, teaching hospital)	• Any position with a ✓ Religious entity ✓ Social entity ✓ Fraternal entity • Any position held by your spouse/domestic partner and/or any dependent of the respondent • Any position that you hold as part of your current official duties • Any positions reported in Part I.B

REPORTABLE POSITIONS

Organization *(Include city and state where organization is located)*	**Position**
1	
2	
3	
4	

Part IV: GIFTS AND/OR TRAVEL REIMBURSEMENTS

Report for Yourself, Spouse/Domestic Partner, and/or any Dependent of the Respondent:	Do Not Report:
• All non-employer Healthcare related travel-related reimbursements totaling more than $250 during the reporting period; include where you traveled, the purpose, and date(s) of the trip(s); and, • Any gift(s) from Healthcare related companies with a fair market value totaling more than $250.	• Anything received from relatives, the U.S. Government, D.C., state, or local governments; • Bequests and other forms of inheritance; • Gifts and travel reimbursements provided by your organization in connection with your official travel; • Gifts of hospitality (food, lodging, entertainment) at the donor's residence or personal premises; or, Anything received by your spouse/domestic partner and/or any dependent of the respondent, totally independent of their relationship to you.

REPORTABLE INFORMATION	
Source	**Description** **(For Travel, also include purpose of trip)**
1	
2	
3	

PERSONAL CONFLICTS OF INTEREST
FINANCIAL DISCLOSURE

EMPLOYEE SIGNATURE PAGE
(To Be Retained By Compliance Officer)

CERTIFICATION OF REPORTING EMPLOYEE:	
I, _____________________________*(Print Name)*, certify that the statements I have made herein and on all attachments are true, complete, and correct to the best of my knowledge.	
Signature	**Date** ***(mm/dd/yy)***

OFFEROR/CONTRACTOR COMPLIANCE OFFICER
ANALYSIS OF INDIVIDUAL
PERSONAL CONFLICTS OF INTEREST

Description of Project:

- *<Provide a summarized description of the work being performed on the CMS contract.>*

Potential Conflicts for this Project:

- **Employee's Role on Contract**: *<Provide a high level description of the employee's role on the project. Be sure to de-identify any PII.>*
- **Description of Conflict(s):** *<Provide a list of reportable interests that create an actual, apparent and/or potential conflict for the work described above in Description of Project.>*

Compliance Officer Assessment: (If none, state "None"):

< Provide the Compliance Officer's assessment and determination of whether any conflict(s) exist that must be mitigated and how the conflict is/will be resolved.>

(Check here if continued on additional page(s) ___)

CORPORATE COMPLIANCE OFFICER REVIEW:	
To the best of my knowledge and belief, based on the information disclosed, all actual, potential and/or apparent COIs have been mitigated.	
Name & Signature of Corporate Compliance Officer	**Date** ***(mm/dd/yy)***
E-mail Address	**Phone Number**

EXAMPLE:

Delete this Page in Submissions

OFFEROR/CONTRACTOR COMPLIANCE OFFICER
ANALYSIS OF INDIVIDUAL
PERSONAL CONFLICTS OF INTEREST

Description of Project: The Program Integrity contract is responsible for identifying fraud, waste and abuse in the Medicare Part A, B and HH+H in the state of Texas.

Potential Conflicts for this Project: It is the policy of XYZ to avoid situations that place officers, directors, managers, key employees in positions where their judgment may be biased in any way, or where their responsibilities may give **them an unfair competitive advantage with respect to other business ventures.**

- **Provide a description of the employee's role on the project: Employee #1 (Dr. John Smith has been de-identified) will work as the AB (Medical Director has been de-identifed) on the contract. In doing so, Employee #1 will perform review of Medicare Part A, B and HH+H claims in the State of Texas.**
- **Provide a list of reportable activities that create an actual, apparent or potential conflict for the work described** above in Description of Project:
    - Provides or furnishes products and/or services that are billed to Medicare or Medicaid. Healthcare providers and suppliers include, but are not limited to, hospitals, doctors, skilled nursing facilities, home health agencies, ambulance companies, durable medical equipment companies, physical therapists, pharmacies, pharmacist, and clinical laboratories.
    - Conducts audits of health benefit payments or cost reports, or conduct statistical analysis of health benefit utilization.
    - Performs work of a Medicare Administrative Contract, Recovery Audit Contract or Qualified Independent Contractor.

Compliance Officer Assessment:

Description of Conflict and Mitigation:

Employee #1 (Dr. Smith has been de-identified) has two conflicts that require a mitigation strategy. Employee #1's financial disclosure revealed that the spouse (wife is de-identifed) is a provider performing emergency room services in in Hospital XYZ located in Houston, TX and that Employee #1 has a position on the Board of QSR Medical Center located in Dallas, TX. The services being performed by Employee #1's spouse at XYZ hospital may be reviewed under the contract. It is, therefore, determined that Employee #1 could or would be biased in any review of XYZ hospital. As a result, the mitigation is that Employee #1 must self recuse from any and all work related to XYZ hospital. Regarding the position on the board of QRS Medical Center, Employee #1 could or would be biased in any review of services provided by QRS Medical Center. As a result, the mitigation is that Employee #1 must self recuse from any and all work related to QRS Medical Center.

Past Performance Questionnaire

[COMPANY LETTERHEAD **(subcontractor)**]

Reference Name, Address and Contact information Date

SUBJECT: LRFP 181263 (***Strategic Communication Services***)

Dear _________________:

We are currently responding to the Centers for Medicare & Medicaid Services (CMS) LRFP 181263 (as a subcontractor to______ (If applicable)). The purpose of this task order is to obtain technical professional services for the development of an agency wide *Strategic Communications Plan* in support of CMS' overall goals, objectives and initiatives.

There is an increased emphasis on past performance in the federal source selection process. The CMS is requesting that customers and clients of Offerors provide the information as described within the attached questionnaire and return it to them for evaluation. We have identified you as one of our references and respectfully request that you complete and sign the attached questionnaire and then return it to CMS.

Questionnaires are due to CMS **no later than August 8, 2018**; however, we would appreciate an earlier response if at all possible.

We sincerely appreciate your cooperation in this matter.

Sincerely,

____
Reference Name
Title

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop B3-30-03
Baltimore, Maryland 21244-1850

Office of Acquisition and Grants Management

SUBJECT: LRFP 181263 ***Strategic Communication Services***

To Whom It May Concern:

The Centers for Medicare & Medicaid Services (CMS) very much appreciates your time and thoughtfulness in completing the attached questionnaire. The information obtained from this questionnaire will be utilized to evaluate the past performance of Offerors/Contractors who wish to be awarded a contract with CMS.

CMS may engage in exchanges with offerors regarding past performance information submitted to CMS in connection with the subject solicitation. If CMS engages in such exchanges, CMS may share information disclosed in this survey with the Offeror to whom it pertains, as permitted or required by the FAR. Otherwise, CMS will only share information from this survey outside the agency pursuant to a protective order or as otherwise required by law

The questionnaire is arranged by "general performance areas, e.g., quality of service/performance, cost control, timeliness, management, etc." Each area consists of a few basic questions relating to these aspects of performance with regard to the Offeror/Contractor with which you worked. Please complete the questionnaire as indicated on the form.

Finally, please sign your name and identify your position during your association with the referenced Offeror/Contractor. Once completed, please submit the questionnaire in one of the following manners:

Email PDF (**Preferred**):	lauren.teal@cms.hhs.gov
Fax Original:	**(Please call or email for fax number if you want to fax the questionnaire)**
Mail Original:	Centers for Medicare & Medicaid Services Office of Acquisition and Grants Management DBSC ATTN: Lauren Teal 410-786-2993 Contract Specialist 7500 Security Blvd., Mailstop B3-30-03 Baltimore, MD 21244-1850

Thank you for taking the time to complete the questionnaire.

Sincerely,

Heather Robertson
Contracting Officer

PAST PERFORMANCE QUESTIONNAIRE

CMS Solicitation No. LRFP 181263 (***Strategic Communication Services***)

(Company Being Evaluated) (Offeror)

Offeror/Contractor: ___________________________
Address: ___________________________
____
Name of Contracting Activity:____
Brief Description of Work:
____
____
____
____

Contract Type:____
Total Contract Value:____
Performance Period:____

Please complete the following questionnaire about the Offeror/Contractor and indicate your responses in the blocks or columns, as appropriate. Numerical ratings are as indicated in the Rating Scale below. Other Ratings are as indicated in each block.

Rating Scale:

N/A	**Not Applicable**: Question does not apply to the contract discussed in this report
0	**Unsatisfactory**: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.
1	**Marginal**: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
2	**Satisfactory:** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
3	**Very Good:** Performance meets contractual requirements and exceeds some to the Government/Business Entity's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.
4	**Exceptional:** Performance meets contractual requirements and exceeds many to the Government/Business Entity's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.

We request that you justify each of your ratings with a comment. Please be as specific in your comment as possible, especially in situations that warrant very high or very low ratings. Use extra pages as necessary or expand the form electronically as needed.

Q1. Quality: Did the Offeror demonstrate the execution of quality efforts resulted in effective performance outcomes for work activities?	Comments:	Rating:
Q2. Cost Control: Did the Offeror demonstrate the ability to ensure costs were within budget?	Comments:	Rating:
Q3. Schedule: Did the Offeror demonstrate the ability to consistently meet project milestones and deliverables on time?	Comments:	Rating:
Q4. Management: Did the Offeror demonstrate a past track record of notifying its contractors/customers of problems, remaining flexible and reliable, and being responsive to contract requirements and recommending solutions? How well did the Offeror match the qualifications of the key position, as described in the contract, with the person that filled the key position? Did the Offeror support key personnel so they were able to work effectively?	Comments:	Rating:

Agency/Company **COMPLETING** Questionnaire

Agency/Company Name: ______________________________

Address: ______________________________

____

Signature of Individual Completing the Questionnaire: ____________________________________
Date

Name: ______________________________ Telephone No.: ___________________________

Title: ______________________________ Email Address: ___________________________

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 OF 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	10/13/2017		

6. ISSUED BY CODE AGG - DBSC	7. ADMINISTERED BY *(If other than Item 6)* CODE AGG/LT
CMS,OAGM,AGG,DBSC 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850	Lauren Teal Contract Specialist 410-786-2993

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services, Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

CODE 828641642 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HHSM-500-2011-00028I
HHSM-500-T0005

10B. DATED *(SEE ITEM 13)*
09/15/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4, Alt. I. (c) Contract Terms and Conditions- Commercial Items
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to:

See Page 2.

All other terms and conditions remain the same.
Period of Performance: 09/15/2017 to 09/14/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(4), (b)(6) Managing Director	HEATHER ROBERTSON

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(4), (b)(6) *(Signature of person authorized to sign)*	10/13/2017	*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is as follows:

1. In accordance with FAR 52.212-4, Alt. I (c), this modification changes the terms and conditions of this task order by:
    a. Revising the Statement of Work and Schedule of Deliverables to remove the previously added Mobile Office Tour and incorporate a Listening Session Tour under Option Year 2-Base Task (see tracked changes in revised Attachment 2-Statement of Work).

2. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of this written agreement. This adjustment shall also include the funds expended for the Mobile Office Tour.

3. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the task order as changed.

4. The $4,500,000.00 previously obligated under Modification 000005 remains on the task order until the equitable adjustment related to the Mobile Office Tour and Listening Session Tour is definitized. The Government's liability on behalf of this written agreement shall not exceed $2,000,000.00 for the Listening Session Tour. In accordance with FAR 52.212-4, Alt. I (i)(3), the Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 OF 42

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY CODE AGG - DBSC

CMS,OAGM,AGG,DBSC
7500 SECURITY BLVD., MS: B3-30-03
BALTIMORE MD 21244-1850

7. ADMINISTERED BY *(If other than Item 6)* CODE AGG/LT

Lauren Teal
Contract Specialist
410-786-2993

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

CODE 828641642 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HHSM-500-2011-00028I
75FCMC18F0001

10B. DATED *(SEE ITEM 13)*
08/31/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4, Alt. I (c) Contract Terms and Conditions- Commercial Items
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to:
1. Update Section B.14(B) with the revised CMS Clause, "Payments-Invoices-Commercial Time & Materials/Labor Hour Contracts (AUG 2018)"; and,
2. Formally add the following labor categories to Section B.5 Schedule of Services:
-Executive Vice President, (b)(4)
-Account Executive, $ (b)(4)

All other terms and conditions remain the same.
Period of Performance: 09/15/2018 to 08/31/2019

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b)(4), (b)(6) Partner		HEATHER ROBERTSON	
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
(b)(4), (b)(6) *(Signature of person authorized to sign)*	12/14/2018	*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development of an agency wide *Strategic Communications Plan* in support of CMS' overall goals, objectives and initiatives.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of **$2,249,952.00**.

CLIN / SLIN #	Description	PSC	Accounting Classification	Unit of Measure	Quantity	Estimated Cost	Period of Performance
0001	***Strategic Communications Services***	***R426***	***CAN-5996933***	***Dollars***	***$2,249,952.00***	***$2,249,952.00***	***September 15, 2018 – August 31, 2019***

Strategic Communications Services (awarded)

COST ELEMENT	Name	*RATE*	*HRS.*	*AMOUNT*
Partner				
Executive Vice President				
Senior Vice President				
Senior Vice President				
Senior Vice President				
Senior Vice President				
Vice President				
Account Manager				
Account Supervisor				
Account Supervisor				
Senior Account Executive				
Account Executive				
Assistant Account Executive				
Account Coordinator				
Subtotal				
Other Direct Costs (ODC's)				
Indirect Costs on ODCs				

(b)(4)

ODCs + Indirect Costs				(b)(5)
T&M Not to Exceed Total				***$2,249,952.00****

**Rounded*

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.212-4, Alt. I and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2018 through August 31, 2019.

B.14(B) PAYMENTS – INVOICES – Commercial Time & Materials/Labor Hour Contracts (AUG 2018)

a. **GENERAL:** The Contractor shall submit to the Government an invoice for payment in accordance with the instructions below.

b. **BANKING CHANGES:** The contractor shall notify CMS' Division of Accounting Operations of all banking and address changes made in SAM via the following email address: CCRChanges@cms.hhs.gov.

c. **CONTENT OF INVOICE**: FAR 32.905 Payment Documentation and Process, provides the required content for a proper invoice. In addition to the requirements of FAR 32.905, the following items shall also be included on the invoice to be considered proper:

- Line item number (i.e. CLIN/SLIN as applicable)
- Contractor's DUNS Number
- Period of performance for delivery date of goods or services provided.

d. **INVOICE SUBMISSION:** Invoices shall be submitted in electronic format via email as follows:

To…: InvoiceSubmission@cms.hhs.gov

Cc…: Please "Cc…" your respective Contract Specialist (CS) and Contracting Officer's Representative (COR) as follows:

- Contract Specialist – lauren.teal@CMS.HHS.Gov; and
- COR – matthew.aiken@CMS.HHS.Gov.

Subject Line: The email subject line shall contain the following information: Contract

Number, Task/Delivery Order Number (if applicable), Invoice Number, and Notification of Final Invoice (if applicable).
PLEASE DO NOT INCLUDE ANY ADDITIONAL INFORMATION IN THE SUBJECT LINE, as doing so may delay internal processing of your invoice for payment.

Attachments: Invoice attachments shall be submitted in .pdf format. Only one invoice shall be attached per email. The first page of the attachment shall be the invoice, followed by any supporting documents as applicable.

e. PAYMENTS: The Government shall make payments on all invoices in accordance with the following clauses:

- FAR 52.232-33 Payments by Electronic Funds Transfer – System for Award Management,
- FAR 52.212-4, Contract Terms and Conditions – Commercial Items, Alt I,
- FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts

Payment shall be made upon acceptance by the Contracting Officer's Representative (COR) of the required supplies/services in accordance with the applicable FAR Inspection and Acceptance clause and the Contracting Officer's approval.

Reimbursement for invoices submitted under this contract shall be made not later than 30 calendar days after receipt of a proper invoice from the Contractor at the paying office designated above. CMS will make every effort to accelerate payments to small businesses and prime contractors with small business subcontractors.

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

Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR 1315.

B.16 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) / ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ALT COR)

(a) The Contracting Officer has designated **Matthew Aiken** as the COR for this contract.

(b) The duties of the COR are limited to the following:

(1) Monitoring of the contract from a programmatic standpoint; and

(2) Technical guidance which is within the scope of the contract as written.

(c) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.

(d) Unless and until the Contracting Officer determines the guidance is within the scope of this contract and modifies same, vouchers may not be submitted for work already performed.

B.18 GOVERNMENT REPRESENTATIVES & RESPONSIBILITIES (JUL 2016)

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. Contracting Officer

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, "Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings." There is no other authorized representative or any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: heather.robertson@cms.hhs.gov
Phone: (410) 786-6888

a. Contract Specialist

Notwithstanding any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Lauren Teal

Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: lauren.teal@cms.hhs.gov
Phone: (410) 786-2993

a. Contracting Officer's Representative

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: S1-13-05
Baltimore, MD 21244-1850
Email: matthew.aiken@cms.hhs.gov
Phone: (410) 786-1029

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

(1) Directions to the Contractor which direct 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 technical requirements as identified in the Statement of Work or Performance Work Statement; or

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

The COR does not have the authority to:

1. Make changes to contract terms and conditions;
2. Direct the contractor to perform work or make deliveries not specifically required under the contract;
3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;
4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or

5. Issue direction that constitutes a "change" as defined in:

   FAR 52.243-1, Changes – Fixed Price;
   FAR 52.243-2, Changes – Cost Reimbursement;
   FAR 52.243-3, Changes – Time and Material and Labor Hour;
   FAR 52.243-4, Changes; or,
   FAR 52.243-5, Changes and Changed Conditions.

All technical direction shall be issued in writing by the COR or, if issued verbally, shall be confirmed in writing by the COR within five (5) business days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR within the scope of his/her authority.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes.

SECTION C CONTRACT CLAUSES

C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 2015) - ALTERNATE I (MAY 2014)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: N/A; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than

System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments*. (1) *Work performed*. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

Phone, fax, copies
Media Monitoring

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule		
Period	**Period**	**Amount Due**
1	September 2018	
2	October 2018	
3	November 2018	
4	December 2018	
5	January 2019	
6	February 2019	
7	March 2019	(b)(4)
8	April 2019	
9	May 2019	
10	June 2019	
11	July 2019	
12	August 2019	
TOTAL:		

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such

ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time

shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

> (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a

minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.2 ADDENDA TO 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)

Department of Health and Human Services Acquisition Regulations (HHSAR) Clauses Incorporated by Reference

HHSAR 352.239-74 ELECTRONIC INFORMATION AND TECHNOLOGY ACCESSIBILITY (DEC 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at http://www.hhs.gov/web/508. The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards **not** applicable to this task order are:

- Chapter 4 Hardware
- Chapter 5 Software

Therefore, all remaining standards apply.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

C.17 Subcontract Consent

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

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

C.23 352.237-75 Key Personnel (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individuals are considered key personnel under this task order:

(b)(4), (b)(6) oject Director
Account Manager

C.33 CMS Information Security (APR 2013)

All CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes "Cloud" computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

The contractor shall become and remain compliant with the requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-Contract-Clause-Provision.html. The requirements cover **all** CMS contracts and associated deliverables, which are required on a "per contractor" basis.

The contractor shall ensure that the following Federal information security standards are met for all of its CMS contracts:

- **Federal Information Security Management Act (FISMA)** – FISMA information can be found at http://csrc.nist.gov/groups/SMA/fisma/index.html. FISMA requires each Federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source; and,

- **Federal Risk and Authorization Management Program (FedRAMP)** – FedRAMP information can be found at http://www.gsa.gov/portal/category/102371. The FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

The Contractor shall include in all awarded subcontracts the FISMA/FedRAMP compliance requirements set forth at the CMS Information Security website at https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/CMS-Information-Security-

Contract-Clause-Provision.html..

C.45 Open Government Proactive Pre- Disclosure Notification (OCT 2013)

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "…Trade secrets and commercial or financial information obtained from a person and privileged or confidential…" information, in accordance with 5 U.S.C. §552 FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…," otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

a. **CBI Highlighted Copy of Contract**: One copy of the contract with all CBI highlighted for CMS FOIA review.
b. **Contractor Proposed Redacted Public Release Copy of Contract**: An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
c. **Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential**: The Contractor shall provide, in a separate file, rationale for why disclosure of "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…" would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

C.46 Post Award Business Ethics, Conflict of Interest and Compliance (OCT 2015)

a. **General:** It is imperative that the Contractor and the services provided under this contract be free, to the greatest extent possible, of all Organizational and Personal Conflicts of Interest. In this clause, all references to Organizational and/or Personal Conflicts of Interests will be referred to individually or collectively, as the text justifies, as Conflicts of Interest (COI). Except as provided below, the Contracting Officer shall not maintain a contract with a Contractor that the Contracting Officer determines has, or has the potential for, an unresolved COI. However, in accordance with FAR 9.503 Waiver, the Contracting Officer may contract with a Contractor that has an unresolved COI if he/she determines that it is in the best interest of the Government to do so.

b. **Definitions:**

Actual COI– means that the COI is currently in existence as determined by the Offeror's or Contractor's Compliance Officer and/or as determined by CMS. This form of COI will require avoidance, neutralization or mitigation acceptable to CMS.

Affiliates – As defined in FAR 2.101 means associated business concerns or individual(s) if, directly or indirectly either one controls or can control the other; or a third party controls or can control both.

For purposes of this contract, affiliate control or influence may include, but is not limited to:

(a) Interlocking management or ownership (e.g., individuals serving in similar capacities in several companies);

(b) Identity of interests among family members such as spouse/domestic partner and/or any dependent of the respondent;

(c) Shared facilities and equipment;

(d) Common use of employees; or

(e) A business concern organized just prior to, or immediately following, the release of a solicitation or request for information, which has the same or similar management, ownership, or principal employees as the Offeror or Contractor.

Any business, whether or not it is organized for profit or located in the United States or its outlying areas, or person may be found to be an affiliate. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

Apparent (Perceived) COI – means that the COI on first observation appears to be an actual or potential COI, but may or may not be after analysis. Even if the apparent COI is determined to be non-existent, this perception may still require further explanation.

Financial Interests/Relationships – means a healthcare related direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest.

A financial interest/relationship may arise from the following non-exclusive examples:

(a) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(b) Current or known future arrangements or requirements for which you are defined as an interested party including, but not limited to, an entity that may create one or more of the three forms of COI;

(c) Consulting relationships, including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation;

(d) Services provided in exchange for honorariums including travel expense reimbursements;

(e) Research funding or other forms of research support;

(f) Healthcare related investment in the form of stock or bond ownership, including healthcare sector investment only mutual funds;

(g) Healthcare business ownership or partnership interests;

(h) Patents, copyrights, and other intellectual property interests;

(i) Seeking or negotiating for prospective employment or business; or

(j) Gifts, including travel.

Mitigation – means action taken by the Contractor to reduce the COI risk to a level acceptable to CMS on a present contract.

Organizational Conflict of Interest – In accordance with FAR 2.101 Definitions, means that because of other activities or relationships with other persons, a person is unable, or potentially unable, to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is, or might be, otherwise impaired, or a person has an unfair competitive advantage.

For purposes of this contract, the COI definition includes direct or indirect relationships including, but not limited to, the Contractor and its parent company, subsidiaries, affiliates, subcontractors, clients and principals.

Personal Conflicts of Interest – A situation in which a person has a financial interest, personal activity, or relationship that could impair the person's ability to act impartially and in the best interest of the Government when performing under this contract.

(a) Among the sources of personal conflicts of interest are—

i. Financial interests of the person, spouse/domestic partner and/or any other dependent of the person, as defined for Federal tax purposes;
ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business) and,
iii. Gifts, including travel.

(b) For example, financial interests referred to in paragraph (a)(i) of this definition may arise from—

i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
ii. Consulting relationships;
iii. Services provided in exchange for honoraria or travel expense reimbursements;
iv. Research funding or other forms of research support;
v. Healthcare related investments;
vi. Real estate investments;
vii. Patents, copyrights, and other intellectual property interests; or
viii. Business ownership and investment interests.

Potential COI – means that the COI could become an actual COI due to contingency events and/or as determined by CMS. This form of COI will require mitigation acceptable to CMS.

Principal – As defined in FAR 52.203-13, Contractor Code of Business Ethics and Conduct, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).

Three (3) Types of COIs include:

Conflict Types	Definitions
Biased Ground Rules	Consists of situations in which a firm, as part of its performance of a Government contract, has helped (or is in a position to help) set the ground rules for another Government contract by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In these "biased ground rules" cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself and/or its affiliates.
Impaired Objectivity	Consists of situations where a firm has an interest (typically financial) that may conflict with the interest of the Government to whom the firm has a contractual obligation, and the firm's work under the Government contract could give the firm the opportunity to benefit its other business interests. If the firm is providing recommendations, judgment or advice, and its other business interests could be affected by that recommendation, judgment or advice, the firm's objectivity may be impaired. An example is where the firm was evaluating itself, an affiliate or a competitor, either through an assessment of performance under another contract or an evaluation of proposals.
Unequal Access to Information	"Unfair" access to non-public information – Consists of situations in which a firm has access to nonpublic information (including proprietary information and non-public source-selection information) as part of its performance of a Government contract and that information may provide the firm with a competitive advantage in a later competition for a Government contract. In these "unequal access to information" cases, the concern is limited to the risk of the firm gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency alone does not constitute an "unequal access to information."

c. **Conflicts of Interest Identified During Contract Performance** – In accordance with FAR 3.10 and 52.203-13, Contractor Code of Business Ethics and Conduct, and this contract, the Contractor shall have procedures in place to detect and disclose all COIs throughout the life of the contract.

1. **<u>COI Oversight Program</u>:** The Contractor shall maintain an effective COI Oversight Program. As part of the program, the Contractor shall implement company business practices, procedures, polices and internal controls for compliance with COI requirements, such as:

   (a) Preventing conflicts of interest, prohibiting the use of non-public information accessed through this contract for personal gain, and obtaining a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through this contract;
   (b) Conducting Internal and External Audits;
   (c) Policy Enforcement and Employee Disciplinary Actions;
   (d) Retention of Records;
   (e) Management of Subcontractors;
   (f) Internal control systems;
   (g) Display of Fraud Hotline Poster(s) in accordance with FAR 52.203-14 Display of Hotline Poster(s).
   (h) Reviewing the information required by Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template, for each principal, officer and governing body member (e.g., Board of Directors; Trustees; etc.) of the organization, as well as managers and key personnel who would be, or are involved with, the performance of this contract. It is recommended that individuals who have not disclosed changes within the reporting period, submit an annual disclosure update to their Compliance Officer for review;
   (i) Informing employees, through an employee education and training program, of their obligation to disclose and prevent conflicts of interest, not to use non-public information accessed through performance of this contract for personal gain, and to avoid even the appearance of personal conflicts of interest; and,
   (j) Reporting to the Contracting Officer any conflict of interest violations.

The following details are provided for respective COI disclosure expectations when/if a COI arises during contract performance:

2. **<u>Conflict of Interest</u>:**

   COI information shall be submitted as follows:

   (a) <u>Conflict of Interest Submission During Contract Performance</u>:

   At any time during the performance of this contract, if the Contractor learns of any actual, potential, or apparent COI, whereby a reasonable business person might equate the COI to one (1) of the three (3) types of COIs identified in H.1.b Definitions, the Contractor shall notify the Contracting Officer in writing within five (5) business days of the identification of the actual, potential, or apparent COI. Within 30 calendar days, or as otherwise negotiated with the Contracting Officer, the Contractor shall submit a COI

Disclosure in accordance with 2(b) below.

(b) What is Required in a COI Disclosure: When an initial COI disclosure is submitted and/or a revision thereof is required, the Contractor shall provide an initial or revised, as the case may be, Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements.

(c) Personal COI Information: It is the Offeror/Contractor's responsibility to have a plan in place (see C.46.c.1 COI Oversight Program) to ensure that actual, potential, or apparent personal conflicts of interest are identified, analyzed and mitigated for performance of this contract.

Personal COI information shall be obtained by the Offeror/Contractor for each:

- Manager or Key personnel who would be, or are involved with, the performance of this contract;
- Governing Body member (e.g., Board of Directors, Trustees, etc.); and,
- Principals of the organization as defined by FAR 52.203-13, Contractor Code of Business Ethics and Conduct.

Attachment 3, Contractor Personal Conflict of Interest Financial Disclosure Template is provided as a "sample" for the Offeror/Contractor to follow when identifying, analyzing and mitigating actual, potential, or apparent Personal COIs for this contract. Notwithstanding, Personal COI information obtained from the above individuals shall not be submitted to the Government.

(d) Mitigation/Resolution: The Contracting Officer determines whether a COI has been identified and whether the actual, potential or apparent COI has been mitigated/resolved to the Government's satisfaction. The Mitigation/Resolution plan may include a COI audit requirement as determined by the Contracting Officer. The Contractor's approved COI Mitigation/Resolution plan shall be incorporated into the contract.

In cases whereby a COI cannot be, or has not been, mitigated to the Contracting Officer's satisfaction, the Contracting Officer may take the following action including, but not limited to:

i. Request a post-award waiver in accordance with FAR 9.503 Waiver, from the Head of the Contracting Activity; or

ii. Make changes to the requirements of the contract; or

iii. Terminate the contract.

(e) Independent Audit: If the Contracting Officer requires a COI audit as part of the accepted mitigation plan, the Contractor shall obtain the services of an

External/Independent auditor to conduct an audit. If the Government chooses to undertake the audit in lieu of the Contractor's independent auditor, the Contracting Officer will notify the Contractor within 60 days of the anniversary date of the contract.

Such auditor shall have expertise in conducting compliance program and conflict of interest audits. The Contractor's records may also be subject to audit by the Government to ensure compliance with this contract's C.46 clause requirements and/or ensure that any corrective action, if necessary, has been implemented.

1. Subcontractors: A COI independent audit shall be required at the discretion of the Prime Contractor. If the Prime Contractor requires an audit of the subcontractor(s), the subcontractor's audit shall be included with the Prime Contractor's audit submission.

2. First Audit: When an audit is required as part of an acceptable mitigation plan, the Contracting Officer will negotiate the frequency of the audits and required deliverable dates. Generally, only one audit will be required during the period of performance subject to Contracting Officer discretion. The independent audit will be submitted by the auditor directly to the Contracting Officer with a copy to the Contractor.

3. Subsequent Audits: Additional audits are at the discretion of the Contracting Officer. The Contracting Officer will consider previous audit findings, any corrective action(s) and any new COI information, when making the decision to require subsequent audits.

4. Audit Findings: When Contractor Conflict of Interest Oversight findings are disclosed in an independent audit, the Contractor shall include in the draft audit report its proposed corrective action plan for each finding. The Contracting Officer may require a revised COI mitigation plan to be submitted as a result of the audit findings.

5. Independent Audit Requirements:

   (a) The auditor shall decide what processes it will use to review, verify and confirm the information, processes and policies disclosed by the Contractor to the Government. The audit shall include a process for the contractor to review audit findings and provide a response to the auditor, which shall be included in the final audit submitted to the CMS Contracting Officer.

   (b) The audit shall confirm that any and all COI mitigation plans, approved by the Government, have been implemented and are functioning as anticipated. Although not all inclusive, the auditor may also want to consider the following:

(i) Review of all COI disclosures submitted to the Government to validate the accuracy and completeness of such disclosures;

(ii) Conducting appropriate interviews with principals, key personnel and independent members of the board of directors, as appropriate;

(iii) Reviewing the Contractor's organizational chart(s), articles of incorporation, bylaws and/or other documents, to validate the accuracy and completeness of COI disclosures to the Government;

(iv) Confirming that the Contractor annually, at a minimum, collects and reviews for assessment and appropriate action by the Compliance Officer, personal conflict information from its principals, key personnel (on the relevant contract(s)) and board of director members;

(v) Confirming whether the Contractor is in compliance with its internal Contractor Conflict of Interest Oversight program(s); and,

(vi) For its Subcontractors, confirming whether the prime Contractor is monitoring Subcontractor compliance with the required contract flow-down provisions and disclosed practices, in accordance with contract H.1. The auditor may review other information as it deems appropriate to ensure that COI issues have been identified and resolved, in accordance with Contractor disclosures.

(vii) The auditor will also examine the Contractor's records to verify that all of the requirements specified in FAR 52.203-13(c)(2)(ii), Contractor Code of Business Ethics and Conduct, are met.

6. Reporting Requirements: The audit report, inclusive of all auditor findings and proposed corrective actions, shall be delivered via e-mail or US Postal Service to the Contracting Officer directly from the auditor.

d. Subsequent COI Disclosures (i) When/if a COI is discovered during contract performance, subsequent COI disclosures may be required as follows:

- If as a result of, the Government or Contractor independent auditor review, any findings require a change in the Initial Disclosure, submit a COI Disclosure Revision, in accordance d (ii). below, to the Contracting Officer within 30 calendar days of the final audit report.

- Within 30 calendar days when the Contracting Officer requests a revision.

- At least 45 calendar days prior to a change due to proposed or planned business actions, e.g., acquiring or selling a business or business segment, changes in ownership of the organization holding the contract, etc.

(ii) What is Required in a Revision:

When COI disclosures require revision, the Contractor shall provide a revised Attachment 2, Contractor Business Ethics, Conflict of Interest and Compliance Program Requirements. Red-lined versions are preferred.

e. Subcontractor Flow-Down Clause: The prime Contractor is responsible for avoiding, neutralizing and mitigating all actual, potential, or apparent COIs of its Subcontractors, in accordance with this clause. Therefore, the prime Contractor shall flow-down C.46 Post Award Business Ethics, Conflict of Interest and Compliance, of this contract in all subcontracts. For Subcontractors, wherever the term “Contractor” is used, insert “Subcontractor.”

C.47 CMS SECURITY CLAUSE (APR 2016)

a. Applicability

In accordance with OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive 12 (HSPD-12): Policy for a Common Identification Standard for Federal Employees and Contractors, dated August 27, 2004, and Federal Information Processing Standard (FIPS) PUB Number 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, CMS must achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and/or logical access to federally controlled information systems. Contractors that require routine physical access to a CMS facility and/or routine access to a CMS federally controlled information system will be required to obtain a CMS issued PIV, PIV-I or Locally Based Physical Access card. FIPS PUB 201-2 specifies the architecture and technical requirements for a common identification standard for Federal employees and Contractors.

When a PIV or PIV-I card is provided, it shall be used in conjunction with a compliant card reader and middleware for logical system access. The Contractor shall (1) Include FIPS 201-2 compliant, HSPD-12 card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

b. Definitions

“Agency Access” means access to CMS facilities, sensitive information, information systems or other CMS resources.

“Applicant” is a Contractor employee for whom the Contractor submits an application for a

CMS identification card.

“Contractor Employee” means prime Contractor and subcontractor employees who require agency access to perform work under a CMS contract.

“Official station”— As defined by Federal Travel Regulations, An area defined by the agency that includes the location where the employee regularly performs his or her duties or an invitational traveler’s home or regular place of business. The area may be a mileage radius around a particular point, a geographic boundary, or any other definite domain, provided no part of the area is more than 50 miles from where the employee regularly performs his or her duties or from an invitational traveler’s home or regular place of business. If the employee’s work involves recurring travel or varies on a recurring basis, the location where the work activities of the employee’s position of record are based is considered the regular place of work.

“Federal Identification Card” (or “ID card”) means a federal government issued or accepted identification card such as a Personal Identity Verification (PIV) card, Personal Identity Verification-Interoperable (PIV-I) card, or a Local-Based Physical Access Card issued by CMS, or a Local-Based Physical Access Card issued by another Federal agency and approved by CMS. “Issuing Office” means the CMS entity that issues identification cards to Contractor employees.

“Locally Based Physical Access Card” means an access Card that is graphically personalized for visual identification, that does not contain an embedded computer chip, and is only used for physical access.

“Local Security Servicing Organization” means the CMS entity that provides security services to the CMS organization sponsoring the contract, Division of Physical Security and Strategic Information (DPSSI).

“Logical Access” means the ability for the Contractor to interact with CMS information systems, databases, digital infrastructure, or data via access control procedures such as identification, authentication, and authorization.

“Personal Identity Verification (PIV) card,” as defined in FIPS PUB 201-2, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable).

“Personal Identity Verification-Interoperable (PIV-I) card” similar to a PIV card, is a physical artifact (e.g., identity card, “smart” card) issued to an individual that contains a PIV Card Application which stores identity credentials (e.g., photograph, cryptographic keys, digitized fingerprint representation) so that the claimed identity of the cardholder can be verified against the stored credentials by another person (human readable and verifiable) or an automated process (computer readable and verifiable). PIV-I cards are issued by a non-federal government entity to non-federal government staff. PIV-I cards are issued in a manner that allows federal relying parties to trust the cards. The PIV-I cards uses the same standards of vetting and issuance developed by the U.S. government for its employees

c. Screening of Contractor Employees

i. Contractor Screening of Applicants

1. Contractor Responsibility: The Contractor shall pre-screen individuals designated for employment under any CMS contract by verifying minimum suitability requirements to ensure that only qualified candidates are considered for contract employment. At the discretion of the government, the government reserves the right to request and/or review Contractor employee vetting processes. The federal minimum suitability requirements can be found below in section (c)(2)—Suitability Requirements, and are also contained in 5 CFR 731.202. The Contractor shall exercise due diligence in pre-screening all employees prior to submission to CMS for agency access.

2. Alien Status: The Contractor shall monitor an alien's (foreign nationals) continued authorization for employment in the United States. If requested by the Agency, the Contractor shall provide documentation to the Contracting Officer (CO) or the Contracting Officer's Representative (COR) that validates that the Employment Eligibility Verification (e-Verify) requirement has been met for each Contractor or sub-Contractor employee working on the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-54 - Employment Eligibility Verification.

3. Residency Requirement: All CMS Contractor applicants shall have lived in the United States at least three (3) out of the last five (5) years prior to submitting an application for a Federal ID Card. CMS will process background investigations for foreign nationals in accordance with Office of Personnel Management (OPM) guidance. Contractor employees who worked for the U. S. Government as an employee overseas in a Federal or military capacity; and/or been a dependent of a U.S. Federal or military employee serving overseas, must be able to provide state-side reference coverage. State-side coverage information is required to make a suitability or security determination. Examples of state-side coverage information include: the state-side address of the company headquarters where the applicant's personnel file is located, the state-side address of the Professor in charge of the applicant's "Study Abroad" program, the religious organization, charity, educational, or other non-profit organization records for the applicant's overseas missions, and/or the state-side addresses of anyone who worked or studied with the applicant while overseas.

4. Selective Service Registration: All males born after December 31, 1959, must meet the Federal Selective Service System requirements as established on www.sss.gov.

ii. **Identification Card Application Process**

ID Card Sponsor: The CMS Contracting Officer's Representative (COR) will be the CMS ID card Sponsor and point of contact for the Contractor's application for a CMS ID card. The COR will review and approve/deny the HHS ID Badge Request before the form is submitted to the CMS, Office of Support Services and Operations, (OSSO), Division of Personnel Security Services (DPS), for processing. If approved, an applicant may be issued either a Personal Identity Verification (PIV) or PIV- I card that meets the standards of HSPD-12 or a Local-Based Physical Access Card.

Contractor Application Required Submissions: All applicants shall submit an HHS ID Badge Request form for issuance of a Federal ID Card. Unless otherwise directed by the ID Card Sponsor or DPS, applicants are required to electronically submit the request form via CMS' Enterprise User Administration (EUA) Electronic Front-end Interface (EFI) system, which is located at https://eua.cms.gov/efi. To assist users with the application process, a user's guide is located at:https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html.

The EUA users guide link should be used to obtain the most current instructional guidance.

PIV Training: Contractors who need PIV or PIV-I card shall complete HHS PIV Applicant Training, which is found at https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Contracting-Policy-and-Resources.html. A copy of the completion certificate shall be included with the EFI application.

CMS Applicant Evaluations: CMS will evaluate an applicant's required access level. Once the review is complete and accepted for further processing, the applicant will be contacted by DPS to submit the below information, as applicable.

1. **e-QIP**: Contractor employees will be required to submit information into e-QIP, a web-based automated system that is designed to facilitate the processing of standard investigative forms used when conducting background investigations for Federal security, suitability, fitness and credentialing purposes.
2. **Fingerprints**: Instructions for obtaining fingerprints will be provided by CMS, OSSO, DPS.
3. **OF 306**: Contractor employees may be required to complete the Optional Form (OF) 306, Declaration for Federal Employment which can be found at https://www.opm.gov/forms/pdf_fill/of0306.PDF.
4. **Access to Restricted Area(s)**: The CMS COR will initiate all Federal ID card holders' physical access requests via Physical Access Control System (PACS) Central at https://pam.cms.local.

Suitability Requirements: CMS may decline to grant agency access to a Contractor employee including, but not limited to, any of the criteria cited below:

1. Misconduct or negligence in employment;
2. Criminal or dishonest conduct;
3. Material, intentional false statement, or deception or fraud in examination or appointment;
4. Refusal to furnish testimony as required by § 5.4 of 5 CFR 731.202;
5. Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
6. Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation;
7. Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and
8. Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

Badge Issuance: Upon approval of the badging application process and prior to starting work on the contract, applicants whose official station is located within 50 miles from CMS' central office or one of its regional offices will be contacted to appear in person, at least two times (estimated at one hour for each visit), and shall provide two (2) original forms of identity source documents in order to generate the badge/ID. The identity source documents shall come from the list of acceptable documents included in FIPS 201-2, located at http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf. At least one (1) document shall be a valid State or Federal government-issued picture ID. PIV-I mobile enrollment stations will be made available for applicants that have an official station more than 50 miles from CMS or any of its regional offices, and the employee will not need to travel to a CMS Office. The Contractor will be contacted by CMS for further instructions on the badging process in this scenario.

d. CMS Position Designation Assessment

CMS will assign a risk and sensitivity level designation analysis to the overall contract and/or to Contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level and type of personnel security investigations required for Contractor employees. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably adjudicated. Additionally, the OPM e-QIP and other required forms must be accepted by DPS before a CMS identification card will be issued.

e. Post Badging Training Requirements:

Contractor employees that receive an HHS ID Badge are expected to complete the following online trainings each year, according to the timeframes indicated below, and annually thereafter. The below list is not all inclusive and the COR may indicate training that must be taken in addition to the below:

i. **Security and Insider Threat Awareness and Training (30 days after receiving badge):** This course outlines the role of Contractors with regard to protecting information and ensuring the secure operation of CMS federally controlled information systems. Estimated time to complete is one hour.

ii. **Computer Based Training (CBT)** (within 3 days of approved EUA account): This training offers several modules to familiarize contractor employees with features of CMS' webinar service. Estimated time to complete is one hour.

f. Background Investigation and Adjudication

Upon contract award and receipt of an HHS ID Badge Request, CMS will initiate the Agency Access procedures, to include a background investigation.

CMS may accept favorable background investigation adjudications from other Federal agencies when there has been no break in service. A favorable adjudication does not preclude CMS from initiating a new investigation when deemed necessary. Each CMS sponsored Contractor shall use the OPM e-QIP system to complete any required investigative forms.

The Contractor remains fully responsible for ensuring contract performance pending completion of background investigations of Contractor personnel. Employees that do not require access to CMS federally controlled information systems, facilities, or sensitive information in order to perform their duties may begin work on a contract immediately and need not submit an HHS ID Badge Request.

i. Failure to cooperate with OPM or Agency representatives during the background investigation process is considered grounds for removal from the contract.

ii. DPS may provide written notification to the Contractor employee, with a copy to the COR, of all suitability/non-suitability decisions. A CMS adjudicative decision (based on criminal history results or completed investigation results) is final, and is not subject to appeal.

iii. Contractor personnel for whom DPS determines to be ineligible for ID issuance will be required to cease working on the contract immediately.

iv. The Contractor shall immediately submit an adverse information report, in writing to the CO with a copy to the COR, of any adverse information regarding any of its employees that may impact their ability to perform under this contract. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include, at a minimum, the Contractor employee's name and associated contract number along with the adverse information. The COR will forward the adverse information report to the DPS for review and/or action.

v. At the Agency's discretion, Contractor personnel may be provided an opportunity to explain or refute unfavorable information before an adjudicative decision is rendered on whether or not to withdraw the Federal ID from the individual in question. Under the provision of the Privacy Act of 1974, Contractor personnel may request a copy of their own investigation by submitting a written request to the OPM Federal Investigative Services (FIS) Freedom of Information (FOI) office. The following OPM-FOI link is being provided to afford one the instructions for obtaining a copy of one's file: https://www.opm.gov/investigations/freedom-of-information-and-privacy-act-requests/.

g. Background Investigation Cost

The government will bear the cost of background investigations that are performed at the direction of CMS' personnel security representatives by the Federal government's approved and designated background investigation service provider, the OPM.

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 within one (1) year from the date the background investigation was completed, the Contractor may be required to reimburse CMS for the full cost of the investigation. Depending upon the type of background investigation conducted and the cost incurred by CMS, the Contractor cost will be determined based upon the current OPM fiscal year billing rates, which can be found at http://www.opm.gov/investigations/background-investigations/federal-investigations-notices. 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

h. Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of Federal identification issued by CMS to Contractor employees. The Contractor shall immediately notify the COR when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all CMS Federal ID cards to:

The Centers for Medicare and Medicaid Services
Attn: DPS, Mailstop: SL-17-06
7500 Security Boulevard
Baltimore, Maryland 21244

The Contractor shall also ensure that Contractor employees comply with CMS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of CMS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to CMS facilities, sensitive information, information systems or other CMS resources.

i. **Renewal**: A Contractor employee's CMS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR.

ii. **Lost/Stolen**: Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall report a lost or stolen ID card to the COR and the local security servicing organization at SECURITY@cms.hhs.gov. The Contractor shall also submit an Incident Report within 48 hours, to the COR, DPS at Badging@cms.hhs.gov, and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.

iii. **Replacement**: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

In the event that the PIV card or certificate(s) are not renewed in a timely fashion, or the ID card requires replacement due to being lost, stolen, or damaged, the contractor employee will go through the "Badge Issuance" process again as described in above in section (c)(2). In any of these events, contact your COR to coordinate the appropriate next steps.

i. Surrender ID Cards/Access Cards, Government Equipment

CMS reserves the right to suspend or withdraw ID card access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that routine access to CMS facilities, sensitive information, federally controlled information systems or other CMS resources is no longer required, the Contractor shall surrender the CMS issued ID card, access card, keys, computer equipment, and other government property to the CMS COR or directly to CMS at the address referenced above in section (f). DPS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to CMS, may be permanently barred from CMS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

The following clauses are incorporated by reference:

C.48 FAR 52.224-1 Privacy Act Notification

C.49 FAR 52.224-2 Privacy Act

C.50 FAR 52.227-14 Rights in data-general

C.51 FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions

C.52 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

National Multimedia & Education Campaign
Task Order - Fall 2015 – Medicare Open Enrollment

The Centers for Medicare & Medicaid Services, Department of Health and Human Services, Medicare Open Enrollment Public Education and Outreach.

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and those "coming of age" (ages 62-64), as well as information intermediaries such as partners, stakeholders and those who implement CMS programs. Ultimately, the campaign will help to encourage informed decisions regarding Medicare enrollment and encourage them to use the information tools and other resources available to them. The Open Enrollment season occurs annually between October 15 and December 7.

The campaign shall help ensure accurate, timely, understandable and reliable information and educational materials about Medicare health and prescription drug coverage and preventive benefits are available to people with Medicare. The campaign shall also work with information intermediaries who serve the target audiences in order to support informed enrollment in Medicare prescription drug plans and use of their Medicare benefits.

This task order provides the support services necessary to execute a national integrated multi-media campaign around Open Enrollment for Medicare beneficiaries in the General Market (e.g., Non-Spanish reliant). Education and outreach plans shall be consistent with and integrated into CMS' overall goals and objectives. Plans shall also be aligned with the goals and objectives of specific CMS programs. The Contractor shall manage and execute these efforts and may be engaged to also support additional CMS campaigns including, but not limited to Medicaid, Low Income Subsidy (LIS)/"Extra Help" or any other program or past, present or future legislation as specified by CMS [including the Medicare Modernization Act of 2003 (MMA) and the Patient Protection and Affordable Care Act (ACA) of 2010]. Activities shall include developing and implementing a paid and earned media plan, placing newly created or existing media, assessing effectiveness of tactics via media tracking and digital analytics, or exploring other appropriate tactics that will have the greatest reach and effect on CMS' audiences for the campaign.

Earned media activities shall include, but are not limited to, helping coordinate interviews and garnering media coverage for Department of Health and Human Services (DHHS) or CMS dignitaries.

The Open Enrollment campaign will continue to lead Medicare beneficiaries to relevant CMS information channels and partners so individuals can obtain accurate and reliable information about the new benefits and answer their Medicare questions. These channels include 1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media sites, and other channels as necessary.

The campaign is targeted to people with Medicare, those "coming of age" into Medicare, and health care influencers. The campaign shall:

- Ensure people with Medicare know where to go to get help with their questions by promoting the information available through Medicare's information channels, including 1-800-MEDICARE, www.medicare.gov, mymedicare.gov, CMS social media sites, the *Medicare & You* handbook, the State Health Insurance Assistance Programs (SHIPs) and other partnerships occurring nationally, regionally and locally.
- Convey that Medicare's information channels provide accurate, reliable, understandable, and relevant consumer information and resources to help people make informed decisions about their health care coverage.
- Inform individuals "coming of age" (62-64) of their Medicare enrollment options, how to make informed decisions, and where to go to find helpful information.
- Encourage people with Medicare to look at their options when enrolling in or changing their Medicare health and prescription drug plans.
- Encourage people with Medicare to enroll in a prescription drug plan if it is right for them (informed enrollment).
- Increase awareness of the individual's active role in making health care choices, including encouraging beneficiaries to use the preventive services offered by Medicare.

This task order may also include activities to educate audiences about accessing benefits in light of changes under the Affordable Care Act (ACA), as directed by CMS.

B. <u>BACKGROUND</u>

This campaign consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to advertising development, media planning/placement and earned media outreach. The goal of the campaign is to develop a strategy which leverages paid and earned media tactics to provide the greatest reach and effect with Medicare beneficiaries, those "coming of age", and information intermediaries.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

The following responses are sought from CMS' target audiences. The goal of the campaign is for the target audiences to:

- Recognize the key dates of Medicare's annual Open Enrollment (October 15 – December 7).
- Recognize the need to review and compare Medicare health and prescription drug plans annually and make a decision about enrolling in or changing during the Open Enrollment period.
- Accept Medicare as a source for trusted, reliable and accurate information.
- Recognize the coverage options for those currently enrolled and aging into Medicare.
- Recognize Medicare as an important information source for information about the prescription drug program and preventive benefits offered by Medicare.
- Be aware of the information channels available to people with Medicare including: 1-800-MEDICARE, www.medicare.gov and its comparison and quality tools, MyMedicare.gov, Medicare Social Media Channels, the Medicare & You handbook, the State Health Insurance & Assistance Program (SHIPs), and other partners.
- Understand that Medicare's local partners (e.g. SHIPs) offer personalized counseling regarding their health insurance options and can provide information on the preventive services offered by Medicare.
- Recognize and utilize the preventive benefits available to them through Medicare.

This task order will use an integrated multi-media approach to successfully communicate this information to target audiences in creative, meaningful ways. Multimedia shall include both earned media support and targeted paid advertising.

C. DEFINITIONS

Affordable Care Act: On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (P.L. 111-148). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA).

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Health Information Technology (HIT): Health information technology (Health IT) allows comprehensive management of medical information and its secure exchange between health care consumers and providers. (Source: http://www.hhs.gov/healthit/)

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

Personally Identifiable Information: Personally Identifiable Information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual. Types of PII might include full names, addresses such as home or email, date of birth, birthplace, genetic information, or telephone number. Other identifying information- not used to identify a person- like city, age, gender, race, and salary can be used for ad performance evaluation. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make accurate targeting decisions.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any digital, audiovisual or print products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications
CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant.

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute a national integrated multi-media campaign to be conducted over the course of the period of performance with an emphasis during the fall Open Enrollment period (October 15 – December 7). The primary focus of the task order shall be advertising development, media planning/placement,

digital and social media, earned media and other tactics to effectively reach CMS' target audiences with the campaign goals and messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the campaign media plans.

B. TASKS/ACTIVITIES

Base Task (Base Year and Option Years)

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Campaign Strategy

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. Each campaign Strategic Plan shall include: earned media/local implementation tactics; ad placement/purchase of all approved media; creative development; production of advertising and other materials for the campaign; and social media tactics and analysis.
- The campaign plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
- A budget shall be included.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all creative, media plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

Media Placement and Ad Performance Tracking

The Contractor shall:

- Develop and implement a comprehensive, integrated multi-media strategy that takes the target population into account. The media strategy shall include various media outlets within key markets throughout the United States as appropriate. The overall plan shall consider and recommend the most effective approach to reach the target audiences through multiple mediums, including television, print, radio, digital and earned media tactics.

As part of the overall paid media plan, the Contractor shall deliver a paid digital media plan to drive traffic to CMS Medicare's web properties (e.g., Medicare.gov and related social media sites), as appropriate. The plan shall include segmentation-targeting and geo-targeting strategies with the major search engine and social media vendors. The Contractor shall develop an innovative digital strategy to target Medicare beneficiaries with an emphasis on the Coming of Agers entering Medicare and information intermediaries. The digital strategy shall include unique and innovative ideas that drive target audiences to CMS/Medicare online and social media properties e.g. www.facebook.com/MedicareGov and www.twitter.com/MedicareGov.

The digital media component of the overall paid media plan shall include:

- A strategy and execution schedule for implementing and tracking digital ad performance.
- Suggestions on ad performance tracking tools, targeting methods and placement to improve reach and engagement within the target audience. Digital advertising includes (but is not limited to) digital banner advertising, pre-roll advertising, social media, search ads, mobile ads, and applications.
- Steps in executing digital tactics shall involve:
  - Use of most relevant and current tactics for reaching the target audience including, but not limited to, retargeting, geo-targeting and look-a-like or behavioral modeling
  - Tracking tools to gauge ad performance such as floodlight pixels or UTM coding
  - Working with other CMS staff and contractors as needed to implement tracking and monitoring capabilities
  - Ability to track various look back windows
  - Monitoring of performance on an almost daily level with constant optimization
  - Weekly detailed reports, and capabilities to provide daily reports or campaign reports quickly when requested
  - Syncing the digital strategy elements, and all other tactics, for added opportunities (Ex: utilizing performance data from one digital platform to inform other tactics)

Additionally, the Contractor shall focus on generating:

- Ideas for unique content that will resonate across the target audience segments (e.g., personal testimonials/stories, infographics, etc.)
- Tactics to increase the likelihood of the sharing of Medicare-related content by consumers and stakeholders (e.g., CMS partners, states, non-governmental organizations, etc.)
- Tactics to monitor the tone of the Medicare-related dialogue occurring online and methods to guide the conversation as appropriate
- Methods to allow for the ease of integration of new content and digital assets with existing CMS content and web properties (e.g., Medicare.gov, CMS Twitter handle @MedicareGov, CMS YouTube channel, social media sites)
- Methods to monitor, track and optimize the digital paid media buy on a day-by-day and weekly basis with ongoing creative testing through both performance and persuasion tactics, as well as setting conversion metrics in advance and continually evaluating to improve performance over time, monitor the tone/sentiment of social media channels and methods to guide the conversation. Utilize social media community management and related analytics

Personally Identifiable Information (PII) is not collected for ad performance improvement and evaluation but other identifying information like city, age, gender, profession, race, and salary can be used. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make improvements in ad targeting that can reach the most needful population with important information.

Steps in the overall media plan include:

- Delivering effective and efficient paid media plans
- Conducting all ad placements associated with the campaign
- Acting as a steward of the paid media plan on CMS' behalf by verifying all paid media placements ran as planned and negotiate make-good media placements, if necessary
- Reconciling and verifying the media buy delivered reach, frequency and Gross Rating Points (GRPs) levels equivalent to the level authorized in the original media plan

Creative Development/Production

The Contractor shall:

- Develop a Creative Brief with concepts that incorporate messaging consistent with the campaign's objectives. Concepts and final material shall be culturally competent and

have universal appeal with Medicare, including disabled beneficiaries and hard to reach populations.

- Create materials that build on the Medicare brand, including following the approved "look and feel" of materials in order to ensure brand consistency.
- Feature the DHHS logo and where relevant, include other appropriate DHHS/CMS logos.
- Negotiate usage rights for television following guidelines set forth by the Screen Actors Guild, radio, print and digital materials, as necessary. Usage rights shall, at a minimum, cover the duration of the period of performance.
- Procure the proper ad usage rights for placement during the campaign. Consideration of rights purchase efficiencies for the campaign and future use shall be included in the negotiation options provided to CMS for approval. All talent, images and other materials procured under the task order shall be negotiated to include buy-out rights, as able, and at least cover the duration of the period of performance.
- Justify any modification of key messages. Recommendations/rationale shall be based on one or a combination of the following: formal research conducted by CMS; available research data from previous studies (from CMS or other sources); and contractor expertise of key campaign audiences. Knowledge from any of these sources shall be applied when planning CMS campaigns and implementing strategies, and shall be incorporated into the Strategic Plan accordingly.

Note: The Contractor may be directed by CMS to use past creative. For proposal purposes, the Contractor shall assume that new creative is a requirement.

Earned Media

The Contractor shall:

- Develop a recommended earned media for CMS input and approval that leverages paid advertising and promotes and reinforces key messages using the many Medicare information channels within CMS. The plan shall take into consideration other CMS promotional efforts running simultaneously that may impact the Medicare Open Enrollment target audience such as the Marketplace Open Enrollment Campaign.
- Conduct various earned media tactics associated with the campaign.
- Provide support for organizing no more than two (2) satellite/radio media tours (SMT/RMTs) leading up to or during the Medicare Open Enrollment period. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
- Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate. The Contractor

shall deliver to CMS a weekly report that monitors Medicare-related stories (e.g., quantity, quality and sentiment/favorability) and associated media impressions.

- Design and implement an earned media tracking and evaluation plan that measures message delivery and effectiveness.

Listening Session Tour (Option Year 2 Only)

In order to promote strategic agency initiatives pertaining to the Medicare program, CMS will host up to 20 "listening sessions" featuring the CMS Administrator or other agency officials across the country (two per CMS Region) with diverse groups of people, especially people with Medicare. The goal of the listening sessions will be to hear feedback from key target audiences – Medicare beneficiaries and health care influencers/information intermediaries and incorporate learnings into policy and outreach and enrollment communications efforts moving forward. In addition to these beneficiary-focused sessions, CMS will host roundtable discussions which will focus on Medicare Advantage, innovation, administrative burden and other topics that impact the Medicare program. This nationwide tour will provide CMS with an opportunity to listen to our customers and other stakeholders. In addition, CMS will conduct earned media outreach surrounding these important events – to generate interest in event attendance, as well as coverage of the event. The CMS Administrator will host and moderate both listening session and roundtable events with help from the Office of the Administrator Staff, the Office of Communications, and the Regional Offices.

The following dates have been selected for the listening sessions and roundtables. All will be one-day events and tentatively scheduled to be held in the cities where CMS Regional Offices are located (Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco and Seattle). The tentative schedule is as follows:

- 10/16
- 10/23
- 10/30
- 11/06
- 11/13
- 11/20
- 11/27
- 12/04
- 12/11

The Contractor shall:

Provide technical professional services for a Listening Session Tour, which will run from October – December 2017. The listening sessions will speak directly to Medicare beneficiaries about major initiatives happening in the agency. The tour will also involve meetings with local officials, stakeholders, and others to advance CMS's strategic initiatives.

The Contractor shall coordinate the following items for the listening sessions and obtain CMS approval throughout the planning process:

- **Consultation services for listening session planning**
The Contractor shall provide strategic planning for the Listening Session Tour. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices, where appropriate, when planning the listening session schedule and coordinating event logistics. In addition, the Contractor shall provide consultation to CMS and the CMS Regional Offices for the planning of specific events within each Region. Consultation may include suggesting strategies, partner invitations, event locales, tour schedules, earned media opportunities, etc. The Contractor shall set up calls/meetings as necessary to coordinate events with the ground team and CMS Regional Office staff. The Contractor shall document the schedule and provide it to CMS one (1) week prior to tour launch and as changes to the schedule occur.

- **Advance and on-site event support personnel**
The Contractor shall provide the necessary advance staff for event planning, location selection, and for the event itself. The Contractor shall also provide on-site event production support staff to take care of logistical needs as stated above. The Contractor shall supply CMS with a list of advance staff one (1) week prior to the start of the tour. If changes are made to that list, the Contractor shall provide updates to CMS. The Contractor shall also provide skilled staff to facilitate and assist the Administrator when moderating the event.

- **Coordination of briefing materials and pre-brief with the Administrator**
The Contractor shall provide a comprehensive briefing book with the background documents on all listening session key speaker participants. In addition, the Contractor shall provide a customized "Run of Show" schedule specific to each meeting. The Contractor shall handle pre-brief meetings and communication with the Administrator prior to each listening session. The Contractor shall also take comprehensive notes at each session and provide consolidated topline recommendations for next steps at the conclusion of each event.

- **Materials and event needs to support listening sessions**
The Contractor shall be responsible for obtaining all necessary materials and logistical needs for events, such as event locales, banners, tables and chairs, other seating, lighting, sound system, podium, etc. CMS expects that event locales to be of minimal or no cost based on existing relationships held between the Regional Offices and local contacts. The Contractor is responsible to acquire CMS approval for event locales of expense.

- **On-site logistical and travel arrangements**
The Contractor is responsible for assuring that all on-site logistical and travel arrangements are made so that listening session staff is available to conduct events. For purposes of travel,

listening session staff is defined as Contractor staff; the Contractor will not be responsible for CMS travel. For on-site logistical arrangements the Contractor shall work with the COR, CMS Central Office staff, Regional Office staff and local community organizers to ensure appropriate planning and staffing of events.

- **CMS materials for use during events**

The Contractor will work closely with CMS to ensure each listening session is stocked with CMS-provided materials and may be required to develop event collateral materials such as posters, table tent signs and directional signage, as needed. CMS will ship materials produced in-house directly to the Contractor, who in turn will be responsible for shipping to the event location. The Contractor shall be responsible for maintaining CMS provided materials and assuring there is an adequate supply for each listening session.

- **Earned media and social media support for listening sessions**

With the assistance of the CMS Media Relations Group and CMS Regional Office Press Officers, and the Strategic Marketing Group, the Contractor shall provide earned media support to promote the event to generate attendance, provide on-site media coordination assistance, as well as garner post-event media coverage. The Contractor shall monitor and report earned media and social media results to CMS on a weekly basis, or more frequently as requested by CMS, throughout the duration of the Listening Session Tour.

Monitoring and Assessment

The Contractor shall:

- Provide weekly reports/information tracking on paid and earned media placements throughout the campaign. Monitoring will enable CMS to examine reach and success of approved campaign tactics. Prepare a final report that summarizes performance of each media buy/placement, best practices, and lessons learned.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development, implementation, operation and management, and assessment of a national campaign. The Contractor shall provide a wide variety of planning, coordination, strategy development, oversight, implementation, and assessment in defining and carrying out this campaign and its complementary marketing components.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than one week after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Plan: The Contractor shall provide the Contracting Officer's Representative (COR) with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans for each major wave under the campaign. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. Lastly, the strategic plan shall include a campaign timeline and report that articulates the various stages and actions that they shall take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaign for each major tactic.

3. Media Placement Plan and Purchase Plan: The Contractor shall provide to the COR a media purchase and placement plan which includes national and local media placements/buys with cost, gross rating points (GRPSs), time, date, media outlet, media impressions/circulation, length/size and number of purchased spots on medium as appropriate. Justification for markets and selected outlets shall be included. Digital and social buys shall include target goals, estimated budget and impressions, and proposed length of flighting. The plan shall also include details about how the digital campaign will be optimized and monitored to achieve targets. Digital tracking and techniques shall be included with overall performance data.

4. Media Recap Reports: Weekly Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, and equivalent cost also need to be kept on a running basis throughout the media placement and earned media implementation. Digital reports shall capture goal performance based on tactics. The report shall capture the media activities occurring the previous week. At the completion of the campaign, print and broadcast media clips shall be supplied to CMS by the Contractor. Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, link to article online, if available, and equivalent cost must be kept on a running basis throughout the media placement and earned media implementation. The Contractor shall provide these reports weekly to CMS each Monday by end of day, capturing the media activities occurring during the previous week. At the end of each respective campaign, prepare a final report that contains all final planning and execution documents, summarizes the performance of each media buy/placement, best practices, and lessons learned.

5. Earned Media Plan: Upon CMS request, the Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

6. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign.

The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

7. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 2, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

8. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure Report shall include, but not be limited to:

    - Funding spent or obligated to date
    - Expected expenditures over the next 30 days
    - Funding remaining in task order
    - Correlation of activities to costs
    - Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

9. Creative Development, Production and Finalized Materials: The Contractor shall provide concepts for CMS review and approval and finalized communications materials for approved paid and earned media tactics, including, but not limited to, television, print, radio and digital in size/formats to be determined. Usage rights for each creative piece shall also be included for current and future use by CMS. Based upon final campaign plan and media plan, creative material may consist of:

    - Print: newspaper, magazine
    - Television: local, national, syndicated
    - Radio: local, national, syndicated
    - Internet Media/Web: banner ads, mobile, search, etc.
    - Press materials
    - Collateral materials
    - Information intermediary materials

    All creative material shall be 508 compliant.

10. Listening Session Tour: The Contractor shall work in close collaboration with CMS to plan and execute a series of up to 20 listening sessions. To that end, the Contractor shall provide:

    a) Comprehensive tour and event schedule development with recommendations for stakeholder meetings and public appearances. The schedule shall include detailed schedules and timelines and shall be submitted to the COR at least one week prior to tour launch and as changes occur.
    b) Listing of advance staff team-Provide the COR with listing of names and contact information for advance staff one week prior to tour launch and as changes occur.
    c) Comprehensive briefing book and "Run of Show" for each session, provided 48 hours in advance of each event that includes background on participants, meeting agenda, and a summary of earned media requests/pitching updates.
    d) In advance of each listening session, the Contractor shall hold pre-briefing conversations with CMS Leadership.
    e) Comprehensive topline notes following each session, with recommendations to improve future sessions.
    f) Collateral material development, as needed.
    g) Earned and digital media support, monitoring and weekly reporting documenting the coverage generated as a result of the listening session events.
    h) Monthly status report summarizing the progress/accomplishments, issues, and corrective steps taken for various activities of the listening sessions.
    i) Comprehensive report at the conclusion of the Listening Session Tour detailing the findings and outcomes of the listening sessions, with recommendations on how to implement moving forward.

11. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" from the Medicare Open Enrollment campaign and recommendations for future campaigns.

12. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:

    - **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high-resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator.

CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.

- **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
- **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
- **Out of Home:** Digital signage, video placements, for example.
- **Press materials:** Press releases, media advisories, drop-in articles, for example.
- **Collateral materials**
- **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

This task order is comprised of a Base Year with two one-year Option Years, and two Optional Tasks to be executed at the discretion of the Government. The Optional Tasks are the same for the Base Year and the two Option Years.

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables (Base Year and Option Years)

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two weeks of award
2. Strategic Plan	COR	15 days after award date
3. Media Placement Plan & Purchase	COR	Ongoing, completed 30 Days after the completion of a campaign
4. Media Recap Reports	COR	Weekly- Friday each week or as directed by the COR
5. Earned Media Plan	COR	As Needed
6. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	Agenda: Weekly, prior to call Task/Meeting Report: Weekly, 1 day after meeting
7. Meetings with CMS	OC Management/staff	As Needed
8. Monthly Expenditure and Progress Report	COR/Contract Specialist	Monthly

Deliverable	Recipient	Date
9. Creative Brief, Production Schedule & Cost, and Material for Approval	COR	Ongoing, completed 30 Days after the completion of a campaign
10. Listening Session Tour (Option Year 2 Only): a) Comprehensive Tour and Event Schedule	COR/ OC Management/staff	At least one week prior to tour launch and as changes occur
10(b) Listing of advance staff	COR	Initial report due not later than one week prior to tour launch and as changes occur
10(c) Comprehensive Briefing Book/"Run of Show" for each session	COR/ OC Management/staff	Submitted 48 hours in advance of each event
10(d) Pre-Briefing Meetings	OC Management/staff	Held in advance of session, timing based on Leadership schedule
10(e) Comprehensive Topline Notes	COR/OC Management/staff	Within 24 hours of each event conclusion
10(f) Collateral Material Development	COR/OC Management/staff	As needed
10(g) Weekly Earned Media and Digital Reports	COR/OC Management/staff	Submitted to CMS Friday of each week
10(h) Monthly Status Reports	COR/CO	To be submitted monthly with invoice
10(i) Listening Session Completion Report	COR	One month after completion of Listening Session Tour
11. Comprehensive Campaign Completion Report with Recommendations for Next Steps	COR	45 Days after the completion of a campaign
12. Final Creative to be Supplied to CMS for Archival Purposes	COR	30 days after campaign concludes

Optional Tasks are the same for the Base Year and All Option Years

Optional Task 1

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 1

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

Optional Task 2

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 2

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C		

6. ISSUED BY — CODE: AGG - DBSC

CMS,OAGM,AGG,DBSC
7500 SECURITY BLVD., MS: C2-21-15
BALTIMORE MD 21244-1850

7. ADMINISTERED BY *(If other than Item 6)* — CODE: AGG/LT

Lauren Teal
Contract Specialist
410-786-2993

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services, Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

CODE 828641642 — FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HHSM-500-2011-00028I
HHSM-500-T0005

10B. DATED *(SEE ITEM 13)*
09/15/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4, Alt. I. (c) Contract Terms and Conditions- Commercial Items
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: [redacted] (b)(3)
DUNS Number: 828641642
The purpose of this modification is to:

See Page 2.

All other terms and conditions remain the same.
Period of Performance: 09/15/2017 to 09/14/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
[redacted] (b)(4), (b)(6) Partner		HEATHER ROBERTSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[redacted] (b)(4), (b)(6)	12/06/2017	(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is as follows:

1. In accordance with FAR 52.212-4, Alt. I (c), this modification changes the terms and conditions of this task order by:
    a. Revising the Statement of Work and Schedule of Deliverables to incorporate a Strategic Communications Services task under Option Year 2-Base Task (see tracked changes in revised Attachment 2-Statement of Work).

2. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of this written agreement. This adjustment shall also include the funds expended for the Mobile Office Tour and Listening Session Tour.

3. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the task order as changed.

4. The $4,500,000.00 previously obligated under Modification 000005 remains on the task order until the equitable adjustment related to the Mobile Office Tour, Listening Session Tour and Strategic Communications Services task is definitized. The Government's liability on behalf of this written agreement shall not exceed $2,000,000.00 for the Strategic Communications Services task. In accordance with FAR 52.212-4, Alt. I (i)(3), the Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	See Block 16C		

6. ISSUED BY CODE AGG - DBSC	7. ADMINISTERED BY (If other than Item 6) CODE AGG/LT
CMS,OAGM,AGG,DBSC 7500 SECURITY BLVD., MS: B3-30-03 BALTIMORE MD 21244-1850	Lauren Teal Contract Specialist 410-786-2993

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	
Porter Novelli Public Services Inc. Attn: LAURA WOTYCHA 1615 L STREET NW, SUITE 1150 WASHINGTON DC 20036		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HHSM-500-2011-00028I 75FCMC18F0001
CODE 828641642 FACILITY CODE		10B. DATED (SEE ITEM 13) 08/31/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: (b)(3)
DUNS Number: 828641642

The purpose of this modification is to:

1. Incorporate FAR clause 52.242-15, Stop-Work Order, into the Task Order.

All other terms and conditions remain the same.
Period of Performance: 09/15/2018 to 08/31/2019

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Laura Wotycha, Vice President, Government Contracts Manager		HEATHER ROBERTSON	
15B. CONTRACTOR/OFFEROR Laura Wotycha (Signature of person authorized to sign)	15C. DATE SIGNED 4/03/2019	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

National Multimedia & Education Campaign
Task Order - Fall 2015 – Medicare Open Enrollment

The Centers for Medicare & Medicaid Services, Department of Health and Human Services, Medicare Open Enrollment Public Education and Outreach.

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and those "coming of age" (ages 62-64), as well as information intermediaries such as partners, stakeholders and those who implement CMS programs. Ultimately, the campaign will help to encourage informed decisions regarding Medicare enrollment and encourage them to use the information tools and other resources available to them. The Open Enrollment season occurs annually between October 15 and December 7.

The campaign shall help ensure accurate, timely, understandable and reliable information and educational materials about Medicare health and prescription drug coverage and preventive benefits are available to people with Medicare. The campaign shall also work with information intermediaries who serve the target audiences in order to support informed enrollment in Medicare prescription drug plans and use of their Medicare benefits.

This task order provides the support services necessary to execute a national integrated multi- media campaign around Open Enrollment for Medicare beneficiaries in the General Market (e.g., Non-Spanish reliant). Education and outreach plans shall be consistent with and integrated into CMS' overall goals and objectives. Plans shall also be aligned with the goals and objectives of specific CMS programs. The Contractor shall manage and execute these efforts and may be engaged to also support additional CMS campaigns including, but not limited to Medicaid, Low Income Subsidy (LIS)/"Extra Help" or any other program or past, present or future legislation as specified by CMS [including the Medicare Modernization Act of 2003 (MMA) and the Patient Protection and Affordable Care Act (ACA) of 2010]. Activities shall include developing and implementing a paid and earned media plan, placing newly created or existing media, assessing effectiveness of tactics via media tracking and digital analytics, or exploring other appropriate tactics that will have the greatest reach and effect on CMS' audiences for the campaign.

Earned media activities shall include, but are not limited to, helping coordinate interviews and garnering media coverage for Department of Health and Human Services (DHHS) or CMS dignitaries.

The Open Enrollment campaign will continue to lead Medicare beneficiaries to relevant CMS information channels and partners so individuals can obtain accurate and reliable information about the new benefits and answer their Medicare questions. These channels include 1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media sites, and other channels as necessary.

The campaign is targeted to people with Medicare, those "coming of age" into Medicare, and health care influencers. The campaign shall:

- Ensure people with Medicare know where to go to get help with their questions by promoting the information available through Medicare's information channels, including 1-800-MEDICARE, www.medicare.gov, mymedicare.gov, CMS social media sites, the *Medicare & You* handbook, the State Health Insurance Assistance Programs (SHIPs) and other partnerships occurring nationally, regionally and locally.
- Convey that Medicare's information channels provide accurate, reliable, understandable, and relevant consumer information and resources to help people make informed decisions about their health care coverage.
- Inform individuals "coming of age" (62-64) of their Medicare enrollment options, how to make informed decisions, and where to go to find helpful information.
- Encourage people with Medicare to look at their options when enrolling in or changing their Medicare health and prescription drug plans.
- Encourage people with Medicare to enroll in a prescription drug plan if it is right for them (informed enrollment).
- Increase awareness of the individual's active role in making health care choices, including encouraging beneficiaries to use the preventive services offered by Medicare.

This task order may also include activities to educate audiences about accessing benefits in light of changes under the Affordable Care Act (ACA), as directed by CMS.

B. BACKGROUND

This campaign consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to advertising development, media planning/placement and earned media outreach. The goal of the campaign is to develop a strategy which leverages paid and earned media tactics to provide the greatest reach and effect with Medicare beneficiaries, those "coming of age", and information intermediaries.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

The following responses are sought from CMS' target audiences. The goal of the campaign is for the target audiences to:

- Recognize the key dates of Medicare's annual Open Enrollment (October 15 – December 7).
- Recognize the need to review and compare Medicare health and prescription drug plans annually and make a decision about enrolling in or changing during the Open Enrollment period.
- Accept Medicare as a source for trusted, reliable and accurate information.
- Recognize the coverage options for those currently enrolled and aging into Medicare.
- Recognize Medicare as an important information source for information about the prescription drug program and preventive benefits offered by Medicare.
- Be aware of the information channels available to people with Medicare including: 1-800-MEDICARE, www.medicare.gov and its comparison and quality tools, MyMedicare.gov, Medicare Social Media Channels, the Medicare & You handbook, the State Health Insurance & Assistance Program (SHIPs), and other partners.
- Understand that Medicare's local partners (e.g. SHIPs) offer personalized counseling regarding their health insurance options and can provide information on the preventive services offered by Medicare.
- Recognize and utilize the preventive benefits available to them through Medicare.

This task order will use an integrated multi-media approach to successfully communicate this information to target audiences in creative, meaningful ways. Multimedia shall include both earned media support and targeted paid advertising.

C. DEFINITIONS

Affordable Care Act: On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (P.L. 111-148). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA).

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Health Information Technology (HIT): Health information technology (Health IT) allows comprehensive management of medical information and its secure exchange between health care consumers and providers. (Source: http://www.hhs.gov/healthit/)

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

Personally Identifiable Information: Personally Identifiable Information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual. Types of PII might include full names, addresses such as home or email, date of birth, birthplace, genetic information, or telephone number. Other identifying information- not used to identify a person- like city, age, gender, race, and salary can be used for ad performance evaluation. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make accurate targeting decisions.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any digital, audiovisual or print products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications

CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant.

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute a national integrated multi-media campaign to be conducted over the course of the period of performance with an emphasis during the fall Open Enrollment period (October 15 – December 7). The primary focus of the task order shall be advertising development, media planning/placement,

digital and social media, earned media and other tactics to effectively reach CMS' target audiences with the campaign goals and messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the campaign media plans.

B. TASKS/ACTIVITIES

Base Task (Base Year and Option Years)

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Campaign Strategy

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. Each campaign Strategic Plan shall include: earned media/local implementation tactics; ad placement/purchase of all approved media; creative development; production of advertising and other materials for the campaign; and social media tactics and analysis.
- The campaign plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
- A budget shall be included.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all creative, media plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

Media Placement and Ad Performance Tracking

The Contractor shall:

- Develop and implement a comprehensive, integrated multi-media strategy that takes the target population into account. The media strategy shall include various media outlets within key markets throughout the United States as appropriate. The overall plan shall consider and recommend the most effective approach to reach the target audiences through multiple mediums, including television, print, radio, digital and earned media tactics.

As part of the overall paid media plan, the Contractor shall deliver a paid digital media plan to drive traffic to CMS Medicare's web properties (e.g., Medicare.gov and related social media sites), as appropriate. The plan shall include segmentation-targeting and geo-targeting strategies with the major search engine and social media vendors. The Contractor shall develop an innovative digital strategy to target Medicare beneficiaries with an emphasis on the Coming of Agers entering Medicare and information intermediaries. The digital strategy shall include unique and innovative ideas that drive target audiences to CMS/Medicare online and social media properties e.g. www.facebook.com/MedicareGov and www.twitter.com/MedicareGov.

The digital media component of the overall paid media plan shall include:

- A strategy and execution schedule for implementing and tracking digital ad performance.
- Suggestions on ad performance tracking tools, targeting methods and placement to improve reach and engagement within the target audience. Digital advertising includes (but is not limited to) digital banner advertising, pre-roll advertising, social media, search ads, mobile ads, and applications.
- Steps in executing digital tactics shall involve:
  - Use of most relevant and current tactics for reaching the target audience including, but not limited to, retargeting, geo-targeting and look-a-like or behavioral modeling
  - Tracking tools to gauge ad performance such as floodlight pixels or UTM coding
  - Working with other CMS staff and contractors as needed to implement tracking and monitoring capabilities
  - Ability to track various look back windows
  - Monitoring of performance on an almost daily level with constant optimization
  - Weekly detailed reports, and capabilities to provide daily reports or campaign reports quickly when requested
  - Syncing the digital strategy elements, and all other tactics, for added opportunities (Ex: utilizing performance data from one digital platform to inform other tactics)

Additionally, the Contractor shall focus on generating:

- Ideas for unique content that will resonate across the target audience segments (e.g., personal testimonials/stories, infographics, etc.)
- Tactics to increase the likelihood of the sharing of Medicare-related content by consumers and stakeholders (e.g., CMS partners, states, non-governmental organizations, etc.)
- Tactics to monitor the tone of the Medicare-related dialogue occurring online and methods to guide the conversation as appropriate
- Methods to allow for the ease of integration of new content and digital assets with existing CMS content and web properties (e.g., Medicare.gov, CMS Twitter handle @MedicareGov, CMS YouTube channel, social media sites)
- Methods to monitor, track and optimize the digital paid media buy on a day-by-day and weekly basis with ongoing creative testing through both performance and persuasion tactics, as well as setting conversion metrics in advance and continually evaluating to improve performance over time, monitor the tone/sentiment of social media channels and methods to guide the conversation. Utilize social media community management and related analytics

Personally Identifiable Information (PII) is not collected for ad performance improvement and evaluation but other identifying information like city, age, gender, profession, race, and salary can be used. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make improvements in ad targeting that can reach the most needful population with important information.

Steps in the overall media plan include:

- Delivering effective and efficient paid media plans
- Conducting all ad placements associated with the campaign
- Acting as a steward of the paid media plan on CMS' behalf by verifying all paid media placements ran as planned and negotiate make-good media placements, if necessary
- Reconciling and verifying the media buy delivered reach, frequency and Gross Rating Points (GRPs) levels equivalent to the level authorized in the original media plan

Creative Development/Production

The Contractor shall:

- Develop a Creative Brief with concepts that incorporate messaging consistent with the campaign's objectives. Concepts and final material shall be culturally competent and

have universal appeal with Medicare, including disabled beneficiaries and hard to reach populations.

- Create materials that build on the Medicare brand, including following the approved "look and feel" of materials in order to ensure brand consistency.
- Feature the DHHS logo and where relevant, include other appropriate DHHS/CMS logos.
- Negotiate usage rights for television following guidelines set forth by the Screen Actors Guild, radio, print and digital materials, as necessary. Usage rights shall, at a minimum, cover the duration of the period of performance.
- Procure the proper ad usage rights for placement during the campaign. Consideration of rights purchase efficiencies for the campaign and future use shall be included in the negotiation options provided to CMS for approval. All talent, images and other materials procured under the task order shall be negotiated to include buy-out rights, as able, and at least cover the duration of the period of performance.
- Justify any modification of key messages. Recommendations/rationale shall be based on one or a combination of the following: formal research conducted by CMS; available research data from previous studies (from CMS or other sources); and contractor expertise of key campaign audiences. Knowledge from any of these sources shall be applied when planning CMS campaigns and implementing strategies, and shall be incorporated into the Strategic Plan accordingly.

Note: The Contractor may be directed by CMS to use past creative. For proposal purposes, the Contractor shall assume that new creative is a requirement.

Earned Media

The Contractor shall:

- Develop a recommended earned media for CMS input and approval that leverages paid advertising and promotes and reinforces key messages using the many Medicare information channels within CMS. The plan shall take into consideration other CMS promotional efforts running simultaneously that may impact the Medicare Open Enrollment target audience such as the Marketplace Open Enrollment Campaign.
- Conduct various earned media tactics associated with the campaign.
- Provide support for organizing no more than two (2) satellite/radio media tours (SMT/RMTs) leading up to or during the Medicare Open Enrollment period. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
- Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate. The Contractor

shall deliver to CMS a weekly report that monitors Medicare-related stories (e.g., quantity, quality and sentiment/favorability) and associated media impressions.

- Design and implement an earned media tracking and evaluation plan that measures message delivery and effectiveness.

Listening Session Tour (Option Year 2 Only)

In order to promote strategic agency initiatives pertaining to the Medicare program, CMS will host up to 20 "listening sessions" featuring the CMS Administrator or other agency officials across the country (two per CMS Region) with diverse groups of people, especially people with Medicare. The goal of the listening sessions will be to hear feedback from key target audiences – Medicare beneficiaries and health care influencers/information intermediaries and incorporate learnings into policy and outreach and enrollment communications efforts moving forward. In addition to these beneficiary-focused sessions, CMS will host roundtable discussions which will focus on Medicare Advantage, innovation, administrative burden and other topics that impact the Medicare program. This nationwide tour will provide CMS with an opportunity to listen to our customers and other stakeholders. In addition, CMS will conduct earned media outreach surrounding these important events – to generate interest in event attendance, as well as coverage of the event. The CMS Administrator will host and moderate both listening session and roundtable events with help from the Office of the Administrator Staff, the Office of Communications, and the Regional Offices.

The following dates have been selected for the listening sessions and roundtables. All will be one-day events and tentatively scheduled to be held in the cities where CMS Regional Offices are located (Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco and Seattle). The tentative schedule is as follows:

October 16: Hartford, Connecticut and Springfield, Massachusetts (Region 1)
October 23: Cleveland, Ohio (Region 5)
October 30: Arlington, Richmond Virginia (Region 3)
November 3: Indianapolis, Indiana (Region 5)
November 6: Kansas City, Missouri (Region 7)
November 13: Salt Lake City, Utah (Region 8)
November 20-21: Modesto, California and San Francisco, California (Region 9)
November 29-30: New York, New York/New Jersey (Region 2)
December 4: Atlanta, GA (Region 4)
TBD: Albuquerque, NM (Region 6)

The Contractor shall:

Provide technical professional services for a Listening Session Tour, which will run from October – December 2017. The listening sessions will speak directly to Medicare beneficiaries about major initiatives happening in the agency. The tour will also involve meetings with local officials, stakeholders, and others to advance CMS's strategic initiatives.

The Contractor shall coordinate the following items for the listening sessions and obtain CMS approval throughout the planning process:

- **Consultation services for listening session planning**
The Contractor shall provide strategic planning for the Listening Session Tour. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices, where appropriate, when planning the listening session schedule and coordinating event logistics. In addition, the Contractor shall provide consultation to CMS and the CMS Regional Offices for the planning of specific events within each Region.
Consultation may include suggesting strategies, partner invitations, event locales, tour schedules, earned media opportunities, etc. The Contractor shall set up calls/meetings as necessary to coordinate events with the ground team and CMS Regional Office staff. The Contractor shall document the schedule and provide it to CMS one (1) week prior to tour launch and as changes to the schedule occur.

- **Advance and on-site event support personnel**
The Contractor shall provide the necessary advance staff for event planning, location selection, and for the event itself. The Contractor shall also provide on-site event production support staff to take care of logistical needs as stated above. The Contractor shall supply CMS with a list of advance staff one (1) week prior to the start of the tour. If changes are made to that list, the Contractor shall provide updates to CMS. The Contractor shall also provide skilled staff to facilitate and assist the Administrator when moderating the event.

- **Coordination of briefing materials and pre -brief with the Administrator**
The Contractor shall provide a comprehensive briefing book with the background documents on all listening session key speaker participants. In addition, the Contractor shall provide a customized "Run of Show" schedule specific to each meeting. The Contractor shall handle pre-brief meetings and communication with the Administrator prior to each listening session. The Contractor shall also take comprehensive notes at each session and provide consolidated topline recommendations for next steps at the conclusion of each event.

- **Materials and event needs to support listening sessions**
The Contractor shall be responsible for obtaining all necessary materials and logistical needs for events, such as event locales, banners, tables and chairs, other seating, lighting, sound system, podium, etc. CMS expects that event locales to be of minimal or no cost based on existing relationships held between the Regional Offices and local contacts. The Contractor is responsible to acquire CMS approval for event locales of expense.

- **On-site logistical and travel arrangements**
The Contractor is responsible for assuring that all on-site logistical and travel arrangements are made so that listening session staff is available to conduct events. For purposes of travel,

listening session staff is defined as Contractor staff; the Contractor will not be responsible for CMS travel. For on-site logistical arrangements the Contractor shall work with the COR, CMS Central Office staff, Regional Office staff and local community organizers to ensure appropriate planning and staffing of events.

- **CMS materials for use during events**

The Contractor will work closely with CMS to ensure each listening session is stocked with CMS-provided materials and may be required to develop event collateral materials such as posters, table tent signs and directional signage, as needed. CMS will ship materials produced in-house directly to the Contractor, who in turn will be responsible for shipping to the event location. The Contractor shall be responsible for maintaining CMS provided materials and assuring there is an adequate supply for each listening session.

- **Earned media and social media support for listening sessions**

With the assistance of the CMS Media Relations Group and CMS Regional Office Press Officers, and the Strategic Marketing Group, the Contractor shall provide earned media support to promote the event to generate attendance, provide on-site media coordination assistance, as well as garner post-event media coverage. The Contractor shall monitor and report earned media and social media results to CMS on a weekly basis, or more frequently as requested by CMS, throughout the duration of the Listening Session Tour.

Strategic Communications Services (Option Year 2 only)

CMS has a requirement to develop and execute an overarching strategic communications plan in support of CMS' overall goals, objectives and initiatives. Because of the new administration and new initiatives that are coming from both the DHHS Secretary's office and the CMS Administrator's office, new strategic plans are required so that everyone involved has a clear understanding on how to communicate with beneficiaries, media, social media, and stakeholders about CMS' programs and services. The Listening Session Tour provided a wealth of information from a diverse group of stakeholders on improvements that can be made to CMS programs and services. The objective of the Strategic Communications Services task is to reconcile the feedback from the Listening Session Tour and use it to formulate a plan to effectively communicate these key findings with beneficiaries and other stakeholders.

The Contractor shall:

- Apply best practices and lessons learned from the Listening Session Tour to develop an overarching strategic communications plan that aligns agency initiatives and provides a single, consistent voice for CMS.
- Ensure all agency sub-communication plans (i.e. Roll-out plans on specific program related policy and major initiatives such as Medicare Open Enrollment) align with the goals and objectives of CMS and with the overall strategic plan.
- Ensure all agency sub-communication plans coordinate with key media groups such as

national media, regional/local media, social media, industry and other stakeholders and ensure CMS maintains a consistent voice in its communications.

- Develop and coordinate a strategic communications calendar, as identified from the Listening Session Tour that streamlines key CMS initiatives across all components.
- Assist in the development and coordination of messaging plans for key priorities as identified from the Listening Session Tour.
- Assist in the development and execution of policy translation for key audiences. As CMS implements lessons learned and policy changes, the Contractor shall ensure these changes are communicated clearly to beneficiaries and stakeholders. With the assistance of CMS, the Contractor shall translate complex healthcare policy into messages that resonate with key audiences.
- Deliver a comprehensive social media strategy that aligns agency initiatives with the goal of growing CMS channels and increasing the number of people that use CMS social media platforms. Provide consultative services on creating compelling content that communicates the goals and objectives of CMS to beneficiaries and other stakeholders.
- Support the Administrator in implementing these communications strategies.

Monitoring and Assessment

The Contractor shall:

- Provide weekly reports/information tracking on paid and earned media placements throughout the campaign. Monitoring will enable CMS to examine reach and success of approved campaign tactics. Prepare a final report that summarizes performance of each media buy/placement, best practices, and lessons learned.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development, implementation, operation and management, and assessment of a national campaign. The Contractor shall provide a wide variety of planning, coordination, strategy development, oversight, implementation, and assessment in defining and carrying out this campaign and its complementary marketing components.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than one week after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Plan: The Contractor shall provide the Contracting Officer's Representative (COR) with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans for each major wave under the campaign. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. Lastly, the strategic plan shall include a campaign timeline and report that articulates the various stages and actions that they shall take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaign for each major tactic.

3. Media Placement Plan and Purchase Plan: The Contractor shall provide to the COR a media purchase and placement plan which includes national and local media placements/buys with cost, gross rating points (GRPSs), time, date, media outlet, media impressions/circulation, length/size and number of purchased spots on medium as appropriate. Justification for markets and selected outlets shall be included. Digital and social buys shall include target goals, estimated budget and impressions, and proposed length of flighting. The plan shall also include details about how the digital campaign will be optimized and monitored to achieve targets. Digital tracking and techniques shall be included with overall performance data.

4. Media Recap Reports: Weekly Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, and equivalent cost also need to be kept on a running basis throughout the media placement and earned media implementation. Digital reports shall capture goal performance based on tactics. The report shall capture the media activities occurring the previous week. At the completion of the campaign, print and broadcast media clips shall be supplied to CMS by the Contractor. Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, link to article online, if available, and equivalent cost must be kept on a running basis throughout the media placement and earned media implementation. The Contractor shall provide these reports weekly to CMS each Monday by end of day, capturing the media activities occurring during the previous week. At the end of each respective campaign, prepare a final report that contains all final planning and execution documents, summarizes the performance of each media buy/placement, best practices, and lessons learned.

5. Earned Media Plan: Upon CMS request, the Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

6. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign.

The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

7. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 2, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

8. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure Report shall include, but not be limited to:

- Funding spent or obligated to date
- Expected expenditures over the next 30 days
- Funding remaining in task order
- Correlation of activities to costs
- Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

9. Creative Development, Production and Finalized Materials: The Contractor shall provide concepts for CMS review and approval and finalized communications materials for approved paid and earned media tactics, including, but not limited to, television, print, radio and digital in size/formats to be determined. Usage rights for each creative piece shall also be included for current and future use by CMS. Based upon final campaign plan and media plan, creative material may consist of:

- Print: newspaper, magazine
- Television: local, national, syndicated
- Radio: local, national, syndicated
- Internet Media/Web: banner ads, mobile, search, etc.
- Press materials
- Collateral materials
- Information intermediary materials

All creative material shall be 508 compliant.

HHSM-500-2011-00028I
HHSM-500-T0005
Attachment 2- Statement of Work
Modification P00002

10. Listening Session Tour: The Contractor shall work in close collaboration with CMS to plan and execute a series of up to 20 listening sessions. To that end, the Contractor shall provide:
    a) Comprehensive tour and event schedule development with recommendations for stakeholder meetings and public appearances. The schedule shall include detailed schedules and timelines and shall be submitted to the COR at least one week prior to tour launch and as changes occur.
    b) Listing of advance staff team-Provide the COR with listing of names and contact information for advance staff one week prior to tour launch and as changes occur.
    c) Comprehensive briefing book and "Run of Show" for each session, provided 48 hours in advance of each event that includes background on participants, meeting agenda, and a summary of earned media requests/pitching updates.
    d) In advance of each listening session, the Contractor shall hold pre-briefing conversations with CMS Leadership.
    e) Comprehensive topline notes following each session, with recommendations to improve future sessions.
    f) Collateral material development, as needed.
    g) Earned and digital media support, monitoring and weekly reporting documenting the coverage generated as a result of the listening session events.
    h) Monthly status report summarizing the progress/accomplishments, issues, and corrective steps taken for various activities of the listening sessions.
    i) Comprehensive report at the conclusion of the Listening Session Tour detailing the findings and outcomes of the listening sessions, with recommendations on how to implement moving forward.

11. Strategic Communications Services: The Contractor shall provide:

    a) An overarching Strategic Communications Plan for CMS.
    b) Strategic communications calendar that streamlines key CMS initiatives, updated monthly.
    c) Monthly evaluation of the messaging around key priorities as identified by the Listening Tour and recommendations to ensure it aligns with CMS goals and objectives.
    d) Monthly report and review with recommendations on policy translation for key audiences.
    e) Comprehensive social media strategy with weekly content calendars.

~~11.~~12. Comprehensive Project Completion Report with Recommendations for Next Steps: The

Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" from the Medicare Open Enrollment campaign and recommendations for future campaigns.

~~12.~~13. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:

- **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high-resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.
- **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
- **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
- **Out of Home:** Digital signage, video placements, for example.
- **Press materials:** Press releases, media advisories, drop-in articles, for example.
- **Collateral materials**
- **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

This task order is comprised of a Base Year with two one-year Option Years, and two Optional Tasks to be executed at the discretion of the Government. The Optional Tasks are the same for the Base Year and the two Option Years.

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables (Base Year and Option Years)

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two weeks of award
2. Strategic Plan	COR	15 days after award date
3. Media Placement Plan & Purchase	COR	Ongoing, completed 30 Days after the completion of a campaign
4. Media Recap Reports	COR	Weekly- Friday each week or as directed by the COR
5. Earned Media Plan	COR	As Needed
6. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	<u>Agenda</u>: Weekly, prior to call <u>Task/Meeting Report</u>: Weekly, 1 day after meeting
7. Meetings with CMS	OC Management/staff	As Needed
8. Monthly Expenditure and Progress Report	COR/Contract Specialist	Monthly
9. Creative Brief, Production Schedule & Cost, and Material for Approval	COR	Ongoing, completed 30 Days after the completion of a campaign
10. Listening Session Tour (Option Year 2 Only): a) Comprehensive Tour and Event Schedule	COR/ OC Management/staff	At least one week prior to tour launch and as changes occur
10(b) Listing of advance staff	COR	Initial report due not later than one week prior to tour launch and as changes occur
10(c) Comprehensive Briefing Book/"Run of Show" for each session	COR/ OC Management/staff	Submitted 48 hours in advance of each event
10(d) Pre-Briefing Meetings	OC Management/staff	Held in advance of session, timing based on Leadership schedule
10(e) Comprehensive Topline Notes	COR/OC Management/staff	Within 24 hours of each event conclusion
10(f) Collateral Material Development	COR/OC Management/staff	As needed
10(g) Weekly Earned Media and Digital Reports	COR/OC Management/staff	Submitted to CMS Friday of each week
10(h) Monthly Status Reports	COR/CO	To be submitted monthly with invoice
10(i) Listening Session Completion Report	COR	One month after completion of Listening Session Tour

11. Strategic Communications Services (Option Year 2 Only): a) Overarching Strategic Communications Plan	COR	45 days after modification award date
11(b) Strategic Communications Calendar	COR	Monthly
11(c) Major initiative Messaging Review	COR	Monthly
11(d) Review of Policy Translation	COR	Monthly
11(e) Comprehensive social media calendar with weekly content calendar	COR	15 days after modification award and weekly
12. Comprehensive Campaign Completion Report with Recommendations for Next Steps	COR	45 Days after the completion of a campaign
13. Final Creative to be Supplied to CMS for Archival Purposes	COR	30 days after campaign concludes

Optional Tasks are the same for the Base Year and All Option Years

Optional Task 1

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 1

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

Optional Task 2

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 2

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 | 1

2. AMENDMENT/MODIFICATION NO.: P00003

3. EFFECTIVE DATE: 07/02/2019

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY — CODE: AGG - DBSC

CMS,OAGM,AGG,DBSC
7500 SECURITY BLVD., MS: B3-30-03
BALTIMORE MD 21244-1850

7. ADMINISTERED BY *(If other than Item 6)* — CODE: AGG/LT

Lauren Teal
Contract Specialist
410-786-2993

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HHSM-500-2011-00028I
75FCMC18F0001

10B. DATED *(SEE ITEM 13)*: 08/31/2018

CODE: 828641642 — FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.242-15 Stop Work Order

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to extend the April 3, 2019 Stop Work Order until August 31, 2019 (See Attachment 1).

Attachments:
1. Stop Work Order Letter dated April 3, 2019

All other terms and conditions remain the same.
Period of Performance: 09/15/2018 to 08/31/2019

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*: (b)(4), (b)(6) Partner

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: HEATHER ROBERTSON

15B. CONTRACTOR/OFFEROR: (b)(4), (b)(6)
(Signature of person authorized to sign)

15C. DATE SIGNED: 7/01/2019

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C		

6. ISSUED BY	CODE AGG - DBSC	7. ADMINISTERED BY *(If other than Item 6)*	CODE AGG/LT
CMS,OAGM,AGG,DBSC 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850		Lauren Teal Contract Specialist 410-786-2993	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services, Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

CODE 828641642 | FACILITY CODE

(x)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. HHSM-500-2011-00028I HHSM-500-T0005
	10B. DATED *(SEE ITEM 13)* 09/15/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule — Net Decrease: -$1,017,688.25

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4, Alt. I. (c) Contract Terms and Conditions- Commercial Items
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to definitize the changes prescribed in modifications 000005, P00001 and P00002. (See Page 3).
Delivery: 09/14/2018
Delivery Location Code: N/A
Not Applicable

Period of Performance: 09/15/2017 to 09/14/2018
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b)(4), (b)(6) Managing Director		HEATHER ROBERTSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(4), (b)(6) *(Signature of person authorized to sign)*	5/02/2018	*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
Porter Novelli Public Services, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 0003AA to read as follows(amount shown is the obligated amount):				
0003AA	Option Year 2 - Base Task Product/Service Code: R426 Accounting Info: P-203-17-001441-002 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001441 Sequence #: 002 Funded: $0.00 Accounting Info: P-203-17-001725-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001725 Sequence #: 001 Funded: $0.00 Accounting Info: P-203-17-001782-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001782 Sequence #: 001 Funded: $0.00 Accounting Info: P-203-17-001857-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001857 Sequence #: 001 Funded: $0.00 Accounting Info: P-203-17-001984-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001984 Sequence #: 001 Funded: -$1,017,688.25				-1,017,688.25

1. The purpose of this modification is to definitize changes prescribed in modifications 000005, P00001 and P00002, and to incorporate the following additional changes to the task order terms and conditions (see Attachment 1- Task Order Document):

    - Section B.5 is updated to revise total task order values as a result of the deobligation;
    - Section C.2 is updated to include Nahigian Strategies, Other Direct Costs and Indirect Rates; and
    - Section C.17 is updated to include Nahigian Strategies.

2. In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the proposal for adjustment.

3. As a result of this modification,

    - <u>Option Year 2: Base Task:</u> <u>**$1,017,688.25**</u> is deobligated. Therefore total funding for the Option Year 2: Base Task is decreased from <u>**$12,399,999**</u> to <u>**$11,382,310.75**</u>.

<u>Modification Attachments</u>

1. Task Order Document
2. Statement of Work

National Multimedia & Education Campaign
Task Order - Fall 2015 – Medicare Open Enrollment

The Centers for Medicare & Medicaid Services, Department of Health and Human Services, Medicare Open Enrollment Public Education and Outreach.

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and those "coming of age" (ages 62-64), as well as information intermediaries such as partners, stakeholders and those who implement CMS programs. Ultimately, the campaign will help to encourage informed decisions regarding Medicare enrollment and encourage them to use the information tools and other resources available to them. The Open Enrollment season occurs annually between October 15 and December 7.

The campaign shall help ensure accurate, timely, understandable and reliable information and educational materials about Medicare health and prescription drug coverage and preventive benefits are available to people with Medicare. The campaign shall also work with information intermediaries who serve the target audiences in order to support informed enrollment in Medicare prescription drug plans and use of their Medicare benefits.

This task order provides the support services necessary to execute a national integrated multi- media campaign around Open Enrollment for Medicare beneficiaries in the General Market (e.g., Non-Spanish reliant). Education and outreach plans shall be consistent with and integrated into CMS' overall goals and objectives. Plans shall also be aligned with the goals and objectives of specific CMS programs. The Contractor shall manage and execute these efforts and may be engaged to also support additional CMS campaigns including, but not limited to Medicaid, Low Income Subsidy (LIS)/"Extra Help" or any other program or past, present or future legislation as specified by CMS [including the Medicare Modernization Act of 2003 (MMA) and the Patient Protection and Affordable Care Act (ACA) of 2010]. Activities shall include developing and implementing a paid and earned media plan, placing newly created or existing media, assessing effectiveness of tactics via media tracking and digital analytics, or exploring other appropriate tactics that will have the greatest reach and effect on CMS' audiences for the campaign.

Earned media activities shall include, but are not limited to, helping coordinate interviews and garnering media coverage for Department of Health and Human Services (DHHS) or CMS dignitaries.

The Open Enrollment campaign will continue to lead Medicare beneficiaries to relevant CMS information channels and partners so individuals can obtain accurate and reliable information about the new benefits and answer their Medicare questions. These channels include 1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media sites, and other channels as necessary.

The campaign is targeted to people with Medicare, those "coming of age" into Medicare, and health care influencers. The campaign shall:

- Ensure people with Medicare know where to go to get help with their questions by promoting the information available through Medicare's information channels, including 1-800-MEDICARE, www.medicare.gov, mymedicare.gov, CMS social media sites, the *Medicare & You* handbook, the State Health Insurance Assistance Programs (SHIPs) and other partnerships occurring nationally, regionally and locally.
- Convey that Medicare's information channels provide accurate, reliable, understandable, and relevant consumer information and resources to help people make informed decisions about their health care coverage.
- Inform individuals "coming of age" (62-64) of their Medicare enrollment options, how to make informed decisions, and where to go to find helpful information.
- Encourage people with Medicare to look at their options when enrolling in or changing their Medicare health and prescription drug plans.
- Encourage people with Medicare to enroll in a prescription drug plan if it is right for them (informed enrollment).
- Increase awareness of the individual's active role in making health care choices, including encouraging beneficiaries to use the preventive services offered by Medicare.

This task order may also include activities to educate audiences about accessing benefits in light of changes under the Affordable Care Act (ACA), as directed by CMS.

B. BACKGROUND

This campaign consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to advertising development, media planning/placement and earned media outreach. The goal of the campaign is to develop a strategy which leverages paid and earned media tactics to provide the greatest reach and effect with Medicare beneficiaries, those "coming of age", and information intermediaries.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

The following responses are sought from CMS' target audiences. The goal of the campaign is for the target audiences to:

- Recognize the key dates of Medicare's annual Open Enrollment (October 15 – December 7).
- Recognize the need to review and compare Medicare health and prescription drug plans annually and make a decision about enrolling in or changing during the Open Enrollment period.
- Accept Medicare as a source for trusted, reliable and accurate information.
- Recognize the coverage options for those currently enrolled and aging into Medicare.
- Recognize Medicare as an important information source for information about the prescription drug program and preventive benefits offered by Medicare.
- Be aware of the information channels available to people with Medicare including: 1-800-MEDICARE, www.medicare.gov and its comparison and quality tools, MyMedicare.gov, Medicare Social Media Channels, the Medicare & You handbook, the State Health Insurance & Assistance Program (SHIPs), and other partners.
- Understand that Medicare's local partners (e.g. SHIPs) offer personalized counseling regarding their health insurance options and can provide information on the preventive services offered by Medicare.
- Recognize and utilize the preventive benefits available to them through Medicare.

This task order will use an integrated multi-media approach to successfully communicate this information to target audiences in creative, meaningful ways. Multimedia shall include both earned media support and targeted paid advertising.

C. DEFINITIONS

Affordable Care Act: On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (P.L. 111-148). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA).

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Health Information Technology (HIT): Health information technology (Health IT) allows comprehensive management of medical information and its secure exchange between health care consumers and providers. (Source: http://www.hhs.gov/healthit/)

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

Personally Identifiable Information: Personally Identifiable Information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual. Types of PII might include full names, addresses such as home or email, date of birth, birthplace, genetic information, or telephone number. Other identifying information- not used to identify a person- like city, age, gender, race, and salary can be used for ad performance evaluation. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make accurate targeting decisions.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any digital, audiovisual or print products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications

CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant.

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute a national integrated multi-media campaign to be conducted over the course of the period of performance with an emphasis during the fall Open Enrollment period (October 15 – December 7). The primary focus of the task order shall be advertising development, media planning/placement,

digital and social media, earned media and other tactics to effectively reach CMS' target audiences with the campaign goals and messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the campaign media plans.

B. TASKS/ACTIVITIES

Base Task (Base Year and Option Years)

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Campaign Strategy

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. Each campaign Strategic Plan shall include: earned media/local implementation tactics; ad placement/purchase of all approved media; creative development; production of advertising and other materials for the campaign; and social media tactics and analysis.
- The campaign plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
- A budget shall be included.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all creative, media plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

Media Placement and Ad Performance Tracking

The Contractor shall:

- Develop and implement a comprehensive, integrated multi-media strategy that takes the target population into account. The media strategy shall include various media outlets within key markets throughout the United States as appropriate. The overall plan shall consider and recommend the most effective approach to reach the target audiences through multiple mediums, including television, print, radio, digital and earned media tactics.

As part of the overall paid media plan, the Contractor shall deliver a paid digital media plan to drive traffic to CMS Medicare's web properties (e.g., Medicare.gov and related social media sites), as appropriate. The plan shall include segmentation-targeting and geo-targeting strategies with the major search engine and social media vendors. The Contractor shall develop an innovative digital strategy to target Medicare beneficiaries with an emphasis on the Coming of Agers entering Medicare and information intermediaries. The digital strategy shall include unique and innovative ideas that drive target audiences to CMS/Medicare online and social media properties e.g. www.facebook.com/MedicareGov and www.twitter.com/MedicareGov.

The digital media component of the overall paid media plan shall include:

- A strategy and execution schedule for implementing and tracking digital ad performance.
- Suggestions on ad performance tracking tools, targeting methods and placement to improve reach and engagement within the target audience. Digital advertising includes (but is not limited to) digital banner advertising, pre-roll advertising, social media, search ads, mobile ads, and applications.
- Steps in executing digital tactics shall involve:
  - Use of most relevant and current tactics for reaching the target audience including, but not limited to, retargeting, geo-targeting and look-a-like or behavioral modeling
  - Tracking tools to gauge ad performance such as floodlight pixels or UTM coding
  - Working with other CMS staff and contractors as needed to implement tracking and monitoring capabilities
  - Ability to track various look back windows
  - Monitoring of performance on an almost daily level with constant optimization
  - Weekly detailed reports, and capabilities to provide daily reports or campaign reports quickly when requested
  - Syncing the digital strategy elements, and all other tactics, for added opportunities (Ex: utilizing performance data from one digital platform to inform other tactics)

Additionally, the Contractor shall focus on generating:

- Ideas for unique content that will resonate across the target audience segments (e.g., personal testimonials/stories, infographics, etc.)
- Tactics to increase the likelihood of the sharing of Medicare-related content by consumers and stakeholders (e.g., CMS partners, states, non-governmental organizations, etc.)
- Tactics to monitor the tone of the Medicare-related dialogue occurring online and methods to guide the conversation as appropriate
- Methods to allow for the ease of integration of new content and digital assets with existing CMS content and web properties (e.g., Medicare.gov, CMS Twitter handle @MedicareGov, CMS YouTube channel, social media sites)
- Methods to monitor, track and optimize the digital paid media buy on a day-by-day and weekly basis with ongoing creative testing through both performance and persuasion tactics, as well as setting conversion metrics in advance and continually evaluating to improve performance over time, monitor the tone/sentiment of social media channels and methods to guide the conversation. Utilize social media community management and related analytics

Personally Identifiable Information (PII) is not collected for ad performance improvement and evaluation but other identifying information like city, age, gender, profession, race, and salary can be used. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make improvements in ad targeting that can reach the most needful population with important information.

Steps in the overall media plan include:

- Delivering effective and efficient paid media plans
- Conducting all ad placements associated with the campaign
- Acting as a steward of the paid media plan on CMS' behalf by verifying all paid media placements ran as planned and negotiate make-good media placements, if necessary
- Reconciling and verifying the media buy delivered reach, frequency and Gross Rating Points (GRPs) levels equivalent to the level authorized in the original media plan

Creative Development/Production

The Contractor shall:

- Develop a Creative Brief with concepts that incorporate messaging consistent with the campaign's objectives. Concepts and final material shall be culturally competent and

have universal appeal with Medicare, including disabled beneficiaries and hard to reach populations.

- Create materials that build on the Medicare brand, including following the approved "look and feel" of materials in order to ensure brand consistency.
- Feature the DHHS logo and where relevant, include other appropriate DHHS/CMS logos.
- Negotiate usage rights for television following guidelines set forth by the Screen Actors Guild, radio, print and digital materials, as necessary. Usage rights shall, at a minimum, cover the duration of the period of performance.
- Procure the proper ad usage rights for placement during the campaign. Consideration of rights purchase efficiencies for the campaign and future use shall be included in the negotiation options provided to CMS for approval. All talent, images and other materials procured under the task order shall be negotiated to include buy-out rights, as able, and at least cover the duration of the period of performance.
- Justify any modification of key messages. Recommendations/rationale shall be based on one or a combination of the following: formal research conducted by CMS; available research data from previous studies (from CMS or other sources); and contractor expertise of key campaign audiences. Knowledge from any of these sources shall be applied when planning CMS campaigns and implementing strategies, and shall be incorporated into the Strategic Plan accordingly.

Note: The Contractor may be directed by CMS to use past creative. For proposal purposes, the Contractor shall assume that new creative is a requirement.

Earned Media

The Contractor shall:

- Develop a recommended earned media for CMS input and approval that leverages paid advertising and promotes and reinforces key messages using the many Medicare information channels within CMS. The plan shall take into consideration other CMS promotional efforts running simultaneously that may impact the Medicare Open Enrollment target audience such as the Marketplace Open Enrollment Campaign.
- Conduct various earned media tactics associated with the campaign.
- Provide support for organizing no more than two (2) satellite/radio media tours (SMT/RMTs) leading up to or during the Medicare Open Enrollment period. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
- Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate. The Contractor

shall deliver to CMS a weekly report that monitors Medicare-related stories (e.g., quantity, quality and sentiment/favorability) and associated media impressions.

- Design and implement an earned media tracking and evaluation plan that measures message delivery and effectiveness.

Listening Session Tour (Option Year 2 Only)

In order to promote strategic agency initiatives pertaining to the Medicare program, CMS will host up to 20 "listening sessions" featuring the CMS Administrator or other agency officials across the country (two per CMS Region) with diverse groups of people, especially people with Medicare. The goal of the listening sessions will be to hear feedback from key target audiences – Medicare beneficiaries and health care influencers/information intermediaries and incorporate learnings into policy and outreach and enrollment communications efforts moving forward. In addition to these beneficiary-focused sessions, CMS will host roundtable discussions which will focus on Medicare Advantage, innovation, administrative burden and other topics that impact the Medicare program. This nationwide tour will provide CMS with an opportunity to listen to our customers and other stakeholders. In addition, CMS will conduct earned media outreach surrounding these important events – to generate interest in event attendance, as well as coverage of the event. The CMS Administrator will host and moderate both listening session and roundtable events with help from the Office of the Administrator Staff, the Office of Communications, and the Regional Offices.

The following dates have been selected for the listening sessions and roundtables. All will be one-day events and tentatively scheduled to be held in the cities where CMS Regional Offices are located (Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco and Seattle). The tentative schedule is as follows:

October 16: Hartford, Connecticut and Springfield, Massachusetts (Region 1)
October 23: Cleveland, Ohio (Region 5)
October 30: Arlington, Richmond Virginia (Region 3)
November 3: Indianapolis, Indiana (Region 5)
November 6: Kansas City, Missouri (Region 7)
November 13: Salt Lake City, Utah (Region 8)
November 20-21: Modesto, California and San Francisco, California (Region 9)
November 29-30: New York, New York/New Jersey (Region 2)
December 4: Atlanta, GA (Region 4)
TBD: Albuquerque, NM (Region 6)

The Contractor shall:

Provide technical professional services for a Listening Session Tour, which will run from October – December 2017. The listening sessions will speak directly to Medicare beneficiaries about major initiatives happening in the agency. The tour will also involve meetings with local officials, stakeholders, and others to advance CMS's strategic initiatives.

The Contractor shall coordinate the following items for the listening sessions and obtain CMS approval throughout the planning process:

- **Consultation services for listening session planning**

  The Contractor shall provide strategic planning for the Listening Session Tour. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices, where appropriate, when planning the listening session schedule and coordinating event logistics. In addition, the Contractor shall provide consultation to CMS and the CMS Regional Offices for the planning of specific events within each Region.
  Consultation may include suggesting strategies, partner invitations, event locales, tour schedules, earned media opportunities, etc. The Contractor shall set up calls/meetings as necessary to coordinate events with the ground team and CMS Regional Office staff. The Contractor shall document the schedule and provide it to CMS one (1) week prior to tour launch and as changes to the schedule occur.

- **Advance and on-site event support personnel**

  The Contractor shall provide the necessary advance staff for event planning, location selection, and for the event itself. The Contractor shall also provide on-site event production support staff to take care of logistical needs as stated above. The Contractor shall supply CMS with a list of advance staff one (1) week prior to the start of the tour. If changes are made to that list, the Contractor shall provide updates to CMS. The Contractor shall also provide skilled staff to facilitate and assist the Administrator when moderating the event.

- **Coordination of briefing materials and pre -brief with the Administrator**

  The Contractor shall provide a comprehensive briefing book with the background documents on all listening session key speaker participants. In addition, the Contractor shall provide a customized "Run of Show" schedule specific to each meeting. The Contractor shall handle pre-brief meetings and communication with the Administrator prior to each listening session. The Contractor shall also take comprehensive notes at each session and provide consolidated topline recommendations for next steps at the conclusion of each event.

- **Materials and event needs to support listening sessions**

  The Contractor shall be responsible for obtaining all necessary materials and logistical needs for events, such as event locales, banners, tables and chairs, other seating, lighting, sound system, podium, etc. CMS expects that event locales to be of minimal or no cost based on existing relationships held between the Regional Offices and local contacts. The Contractor is responsible to acquire CMS approval for event locales of expense.

- **On-site logistical and travel arrangements**

  The Contractor is responsible for assuring that all on-site logistical and travel arrangements are made so that listening session staff is available to conduct events. For purposes of travel,

listening session staff is defined as Contractor staff; the Contractor will not be responsible for CMS travel. For on-site logistical arrangements the Contractor shall work with the COR, CMS Central Office staff, Regional Office staff and local community organizers to ensure appropriate planning and staffing of events.

- **CMS materials for use during events**

The Contractor will work closely with CMS to ensure each listening session is stocked with CMS-provided materials and may be required to develop event collateral materials such as posters, table tent signs and directional signage, as needed. CMS will ship materials produced in-house directly to the Contractor, who in turn will be responsible for shipping to the event location. The Contractor shall be responsible for maintaining CMS provided materials and assuring there is an adequate supply for each listening session.

- **Earned media and social media support for listening sessions**

With the assistance of the CMS Media Relations Group and CMS Regional Office Press Officers, and the Strategic Marketing Group, the Contractor shall provide earned media support to promote the event to generate attendance, provide on-site media coordination assistance, as well as garner post-event media coverage. The Contractor shall monitor and report earned media and social media results to CMS on a weekly basis, or more frequently as requested by CMS, throughout the duration of the Listening Session Tour.

Strategic Communications Services (Option Year 2 only)

CMS has a requirement to develop and execute an overarching strategic communications plan in support of CMS' overall goals, objectives and initiatives. Because of the new administration and new initiatives that are coming from both the DHHS Secretary's office and the CMS Administrator's office, new strategic plans are required so that everyone involved has a clear understanding on how to communicate with beneficiaries, media, social media, and stakeholders about CMS' programs and services. The Listening Session Tour provided a wealth of information from a diverse group of stakeholders on improvements that can be made to CMS programs and services. The objective of the Strategic Communications Services task is to reconcile the feedback from the Listening Session Tour and use it to formulate a plan to effectively communicate these key findings with beneficiaries and other stakeholders.

The Contractor shall:

- Apply best practices and lessons learned from the Listening Session Tour to develop an overarching strategic communications plan that aligns agency initiatives and provides a single, consistent voice for CMS.
- Ensure all agency sub-communication plans (i.e. Roll-out plans on specific program related policy and major initiatives such as Medicare Open Enrollment) align with the goals and objectives of CMS and with the overall strategic plan.
- Ensure all agency sub-communication plans coordinate with key media groups such as

national media, regional/local media, social media, industry and other stakeholders and ensure CMS maintains a consistent voice in its communications.
- Develop and coordinate a strategic communications calendar, as identified from the Listening Session Tour that streamlines key CMS initiatives across all components.
- Assist in the development and coordination of messaging plans for key priorities as identified from the Listening Session Tour.
- Assist in the development and execution of policy translation for key audiences. As CMS implements lessons learned and policy changes, the Contractor shall ensure these changes are communicated clearly to beneficiaries and stakeholders. With the assistance of CMS, the Contractor shall translate complex healthcare policy into messages that resonate with key audiences.
- Deliver a comprehensive social media strategy that aligns agency initiatives with the goal of growing CMS channels and increasing the number of people that use CMS social media platforms. Provide consultative services on creating compelling content that communicates the goals and objectives of CMS to beneficiaries and other stakeholders.
- Support the Administrator in implementing these communications strategies.

Monitoring and Assessment

The Contractor shall:

- Provide weekly reports/information tracking on paid and earned media placements throughout the campaign. Monitoring will enable CMS to examine reach and success of approved campaign tactics. Prepare a final report that summarizes performance of each media buy/placement, best practices, and lessons learned.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development, implementation, operation and management, and assessment of a national campaign. The Contractor shall provide a wide variety of planning, coordination, strategy development, oversight, implementation, and assessment in defining and carrying out this campaign and its complementary marketing components.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than one week after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Plan: The Contractor shall provide the Contracting Officer's Representative (COR) with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans for each major wave under the campaign. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. Lastly, the strategic plan shall include a campaign timeline and report that articulates the various stages and actions that they shall take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaign for each major tactic.

3. Media Placement Plan and Purchase Plan: The Contractor shall provide to the COR a media purchase and placement plan which includes national and local media placements/buys with cost, gross rating points (GRPSs), time, date, media outlet, media impressions/circulation, length/size and number of purchased spots on medium as appropriate. Justification for markets and selected outlets shall be included. Digital and social buys shall include target goals, estimated budget and impressions, and proposed length of flighting. The plan shall also include details about how the digital campaign will be optimized and monitored to achieve targets. Digital tracking and techniques shall be included with overall performance data.

4. Media Recap Reports: Weekly Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, and equivalent cost also need to be kept on a running basis throughout the media placement and earned media implementation. Digital reports shall capture goal performance based on tactics. The report shall capture the media activities occurring the previous week. At the completion of the campaign, print and broadcast media clips shall be supplied to CMS by the Contractor. Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, link to article online, if available, and equivalent cost must be kept on a running basis throughout the media placement and earned media implementation. The Contractor shall provide these reports weekly to CMS each Monday by end of day, capturing the media activities occurring during the previous week. At the end of each respective campaign, prepare a final report that contains all final planning and execution documents, summarizes the performance of each media buy/placement, best practices, and lessons learned.

5. Earned Media Plan: Upon CMS request, the Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

6. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign.

The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

7. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 2, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

8. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure Report shall include, but not be limited to:

- Funding spent or obligated to date
- Expected expenditures over the next 30 days
- Funding remaining in task order
- Correlation of activities to costs
- Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

9. Creative Development, Production and Finalized Materials: The Contractor shall provide concepts for CMS review and approval and finalized communications materials for approved paid and earned media tactics, including, but not limited to, television, print, radio and digital in size/formats to be determined. Usage rights for each creative piece shall also be included for current and future use by CMS. Based upon final campaign plan and media plan, creative material may consist of:

- Print: newspaper, magazine
- Television: local, national, syndicated
- Radio: local, national, syndicated
- Internet Media/Web: banner ads, mobile, search, etc.
- Press materials
- Collateral materials
- Information intermediary materials

All creative material shall be 508 compliant.

10. Listing Session Tour: The Contractor shall work in close collaboration with CMS to plan and execute a series of up to 20 listening sessions. To that end, the Contractor shall provide:
   a) Comprehensive tour and event schedule development with recommendations for stakeholder meetings and public appearances. The schedule shall include detailed schedules and timelines and shall be submitted to the COR at least one week prior to tour launch and as changes occur.
   b) Listing of advance staff team-Provide the COR with listing of names and contact information for advance staff one week prior to tour launch and as changes occur.
   c) Comprehensive briefing book and "Run of Show" for each session, provided 48 hours in advance of each event that includes background on participants, meeting agenda, and a summary of earned media requests/pitching updates.
   d) In advance of each listening session, the Contractor shall hold pre-briefing conversations with CMS Leadership.
   e) Comprehensive topline notes following each session, with recommendations to improve future sessions.
   f) Collateral material development, as needed.
   g) Earned and digital media support, monitoring and weekly reporting documenting the coverage generated as a result of the listening session events.
   h) Monthly status report summarizing the progress/accomplishments, issues, and corrective steps taken for various activities of the listening sessions.
   i) Comprehensive report at the conclusion of the Listening Session Tour detailing the findings and outcomes of the listening sessions, with recommendations on how to implement moving forward.

11. Strategic Communications Services: The Contractor shall provide:
   a) An overarching Strategic Communications Plan for CMS.
   b) Strategic communications calendar that streamlines key CMS initiatives, updated monthly.
   c) Monthly evaluation of the messaging around key priorities as identified by the Listening Tour and recommendations to ensure it aligns with CMS goals and objectives.
   d) Monthly report and review with recommendations on policy translation for key audiences.
   e) Comprehensive social media strategy with weekly content calendars.

12. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" from the Medicare Open Enrollment campaign and recommendations for future campaigns.

13. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:

- **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high-resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.
- **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
- **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
- **Out of Home:** Digital signage, video placements, for example.
- **Press materials:** Press releases, media advisories, drop-in articles, for example.
- **Collateral materials**
- **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

This task order is comprised of a Base Year with two one-year Option Years, and two Optional Tasks to be executed at the discretion of the Government. The Optional Tasks are the same for the Base Year and the two Option Years.

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables (Base Year and Option Years)

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two weeks of award
2. Strategic Plan	COR	15 days after award date

3. Media Placement Plan & Purchase	COR	Ongoing, completed 30 Days after the completion of a campaign
4. Media Recap Reports	COR	Weekly- Friday each week or as directed by the COR
5. Earned Media Plan	COR	As Needed
6. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	Agenda: Weekly, prior to call Task/Meeting Report: Weekly, 1 day after meeting
7. Meetings with CMS	OC Management/staff	As Needed
8. Monthly Expenditure and Progress Report	COR/Contract Specialist	Monthly
9. Creative Brief, Production Schedule & Cost, and Material for Approval	COR	Ongoing, completed 30 Days after the completion of a campaign
10. Listening Session Tour (Option Year 2 Only): a) Comprehensive Tour and Event Schedule	COR/ OC Management/staff	At least one week prior to tour launch and as changes occur
10(b) Listing of advance staff	COR	Initial report due not later than one week prior to tour launch and as changes occur
10(c) Comprehensive Briefing Book/"Run of Show" for each session	COR/ OC Management/staff	Submitted 48 hours in advance of each event
10(d) Pre-Briefing Meetings	OC Management/staff	Held in advance of session, timing based on Leadership schedule
10(e) Comprehensive Topline Notes	COR/OC Management/staff	Within 24 hours of each event conclusion
10(f) Collateral Material Development	COR/OC Management/staff	As needed
10(g) Weekly Earned Media and Digital Reports	COR/OC Management/staff	Submitted to CMS Friday of each week
10(h) Monthly Status Reports	COR/CO	To be submitted monthly with invoice
10(i) Listening Session Completion Report	COR	One month after completion of Listening Session Tour
11. Strategic Communications Services (Option Year 2 Only): a) Overarching Strategic Communications Plan	COR	45 days after modification award date

11(b) Strategic Communications Calendar	COR	Monthly
11(c) Major initiative Messaging Review	COR	Monthly
11(d) Review of Policy Translation	COR	Monthly
11(e) Comprehensive social media calendar with weekly content calendar	COR	15 days after modification award and weekly
12. Comprehensive Campaign Completion Report with Recommendations for Next Steps	COR	45 Days after the completion of a campaign
13. Final Creative to be Supplied to CMS for Archival Purposes	COR	30 days after campaign concludes

Optional Tasks are the same for the Base Year and All Option Years

Optional Task 1

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 1

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

<u>Optional Task 2</u>

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 2

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.1 Brief Description of Services

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of:

CLIN/SLIN		**Total Not-to-Exceed Amount**
0001	**Base Year**	
0001AA	Base Task	**$7,899,998.00* (awarded)**
0001AB	Optional Task 1	(b)(4)
0001AC	Optional Task 2	
	Base Year Total	
0002	**Option Year 1**	
0002AA	Base Task	**$7,899,999.00* (awarded)**
0002AB	Optional Task 1	(b)(4)
0002AC	Optional Task 2	**$2,000,000.00* (awarded)**
0002AD	Optional Task 2 – Remaining Amount	(b)(4)
	Option Year 1 Total	
0003	**Option Year 2**	
0003AA	***Base Task***	***$7,899,999.00* (awarded)*** (b)(4) ***definitized amount)***
0003AB	Optional Task 1	**$300,000.00* (awarded)**
0003AC	Optional Task 2	**$2,999,182.00* (awarded)**
0003AD	Optional Task 1- Remaining Amount	(b)(4)
	Option Year 2 Total Value	
	Option Year 2 Obligated Amt.	
	Task Order Total Value	

*Rounded

Base Year

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Base Year
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive										
Account Executive										
Assistant Account Executive										
Partner										
Account Manager						(b)(4)				
Account Coordinator										
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy										
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,998.00***				(b)(4)			

*Rounded

Option Year 1

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Optional Task 2 Remaining Amount	Task Order Total for Option Year 1
Executive Vice President											
Senior Vice President											
Vice President											
Account Supervisor											
Senior Account Executive											
Account Executive											
Assistant Account Executive											
Partner											
Account Manager						(b)(4)					
Account Coordinator											
Total											
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's											
Media Buy											
Indirect Costs on ODC's and Media Buys											
ODC's + Media Buys + Indirect Costs											
Not to Exceed Total			**$7,899,999.00***			(b)(4)			**$2,000,000.00***	(b)(4)	

*Rounded

Option Year 2

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 1 Remaining Amount	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Option Year 2
Executive Vice President											
Senior Vice President											
Vice President											
Account Supervisor											
Senior Account Executive											
Account Executive											
Assistant Account Executive											
Partner											
Account Manager						(b)(4)					
Account Coordinator											
Total											
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's											
Media Buy											
Indirect Costs on ODC's and Media Buys											
ODC's + Media Buys + Indirect Costs											
Not to Exceed Total			(b)(4)			**$300,000.00****	(b)(4)			**$2,999,182.00***	(b)(4)

*Rounded
**Please note that there is $4,699,959.00 remaining under Optional Task 1 to be exercised if and when funding is received. Optional Tasks may be exercised in accordance with FAR 52.217-7.

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.216-7 Allowable Cost and Payment, and the Federal Travel Regulation as applicable.

B.6 Type of Order

This is a time and materials (T&M) task order.

B.8 Period of Performance

The period of performance for this task order is September 15, 2016 through September 14, 2015.

This task order includes the following option periods:

Option Year 1 September 15, 2016-September 14, 2017
Option Year 2 September 15, 2017-September 14, 2018

B.16 Designation of Contracting Officer's Representative (COR)

(a) The Contracting Officer has designated **Matthew Aiken** as the COR for this task order.

(b) In the event your organization receives guidance from other than the Contracting Officer and such guidance is considered beyond or outside the scope of the contract, then the Contracting Officer must be contacted in writing immediately for the authority to proceed. Any guidance relative to this contract which is determined by the Contracting Officer to be beyond or outside the scope of this contract as written shall not be binding on the Government unless and until ratified in writing by a modification to this contract by the Contracting Officer.

B.18 Government Personnel

Contracting Officer
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: Heather.robertson@cms.hhs.gov
Phone: (410) 786-6888

Contract Specialist
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Mr. Paul Judd
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: paul.judd2@cms.hhs.gov
Phone: (410) 786-1460

Contracting Officer Representative (COR)

Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: S1-13-05
Baltimore, MD 21244-1850
Email: matthew.aiken@cms.hhs.gov
Phone: (410) 786-1029

SECTION C CONTRACT CLAUSES

C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

- **Spurrier Media Group**
- **Nahigian Strategies**

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

ODC's for all Years including Optional Task 1 and 2
Phone, fax, copies
Stock Photography
Transcription
508 Compliance Close Captioning
TV Production
Radio Production
Testing Materials Production
Online Video Production
Media Tours (RMT/SMT)
Earned Media Clipping
Social Media and Internet Monitoring

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule Base Year				
Payment	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**
1	09/30/15			
2	10/31/15			
3	11/30/15			
4	12/31/15			
5	01/31/16			
6	02/29/16			
7	03/31/16		(b)(4)	
8	04/30/16			
9	05/31/16			
10	06/30/16			
11	07/31/16			
12	08/20/16			
	Total			

Indirect Cost Payment Schedule Option Year 1				
Payment	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**
1	09/30/16			
2	10/31/16			
3	11/30/16			
4	12/31/16			
5	01/31/17			
6	02/29/17			
7	03/31/17		(b)(4)	
8	04/30/17			
9	05/31/17			
10	06/30/17			
11	07/31/17			
12	08/20/17			
	Total			

Indirect Cost Payment Schedule Option Year 2							
PAYMENT	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**	**Mobile Office Tour**	**Listening Tour**	**Strategic Comm.**
1	09/30/2017						
2	10/31/2017						
3	11/30/2017						
4	12/31/2017						
5	01/31/2018						
6	02/28/2018						
7	03/31/2018				(b)(4)		
8	04/30/2018						
9	05/31/2018						
10	06/30/2018						
11	07/31/2018						
12	08/20/2018						
	Total						

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the

Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

C.17 Subcontract Consent

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

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

- (b)(4)
-

C.23 352.237-75 KEY PERSONNEL (DEC 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

The following individuals are considered key personnel under this contract:

Title	Name
Program Executive	(b)(4), (b)(6)
Project Manager	
Paid Media Sr. Lead & Creative Production Sr. Lead	
Executive Producer	
Digital Strategy and Analytics	
Paid Media	
Earned Media, Collaboration and Support	

C.43 Open Government Proactive Pre- Disclosure Notification

In order to reduce the administrative burden of responding to Freedom of Information Act (FOIA) requests for high visibility/high public interest contracts throughout contract administration, the Contractor shall submit its review of the awarded contract (and contract modifications, if requested) for FOIA disclosure exemptions within thirty (30) calendar days of contract award. The review will substantiate "…Trade secrets and commercial or financial information obtained from a person and privileged or confidential…" information, in accordance with 5 U.S.C. §552

FOIA, Exemption (b)(4), which could reasonably be expected to cause substantial competitive harm.

Submissions: The Contractor shall submit one (1) Compact Disc (CD) or Digital Video Disc (DVD) with all 5 U.S.C. §552 FOIA, Exemption (b)(4), "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…," otherwise known as public release/non-Confidential Business Information (non-CBI), with the information identified as follows:

- **a. CBI Highlighted Copy of Contract**: One copy of the contract with all CBI highlighted for CMS FOIA review.
- **b. Contractor Proposed Redacted Public Release Copy of Contract**: An additional copy of the contract will be provided for public release with all the identified information redacted. Redactions shall be made using "black" boxes, which cannot be removed or uncovered by a reader.
- **c. Pre-Disclosure Concerns - Comments/Rationale for Non-Disclosure of Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential**: The Contractor shall provide, in a separate file, rationale for why disclosure of "…Trade Secrets, Commercial or Financial Information Which is Privileged or Confidential…" would cause the Contractor organization substantial competitive harm if disclosed to other entities. Rationale shall be provided for each individual recommended redaction. Generalized conclusions of competitive harm are not a sufficient basis for the CMS FOIA office to invoke the exemption and thereby protect the Contractor's interest.

All CD/DVDs shall be mailed to the CMS FOIA Officer (address below) within thirty (30) calendar days of contract award and within thirty (30) calendar days of a CMS request, i.e. existing or modified contracts. All CD/DVD files shall be submitted as Portable Document Format (.pdf) files.

CD/DVD and File Naming Conventions: The Contractor shall name the CD/DVD with the Contract Number and utilize the following CD/DVD file naming conventions:

HHSM-500-2013-xxxxxx – Highlighted
HHSM-500-2013-xxxxxx – Redacted
HHSM-500-2013-xxxxxx – Pre-Disclosure Concerns

CD/DVD shall be mailed to the CMS FOIA Officer at:

Centers for Medicare & Medicaid Services
Freedom of Information Act Office
ATTN: CMS FOIA Officer
Mailstop: N2-20-16
7500 Security Boulevard
Baltimore, MD 21244-1850

Copy– Correspondence Only (No CD/DVD):
Contracting Officer
Contracting Officer's Representative (COR)

It should be noted that the CMS FOIA Office makes the final determination as to what information is released to the public, after considering any feedback from OAGM and/or the Contractor.

The following clauses are incorporated by reference:

C.44 352.203-70 Anti-Lobbying (MAR 2012)
C.45 352.237-73 Non-discrimination in Service Delivery (MAR 2012)
C.46 FAR 52.224-1 Privacy Act Notification
C.47 FAR 52.224-2 Privacy Act
C.48 FAR 52.244-2 Subcontracts (OCT 2010)
C.49 FAR 52.217-7- Option for Increased Quantity- Separately Priced Line Item (MAR 1989)

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop B3-30-03
Baltimore, Maryland 21244-1850

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES
OFFICE OF ACQUISITION
& GRANTS MANAGEMENT

April 3, 2019

Porter Novelli Public Services Inc.
Attn: Laura Wotycha
1615 L Street NW, Suite 1150
Washington, DC 20036

Subject: Stop-Work Order, Contract HHSM-500-2011-00028I, Task Order 75FCMC18F0001, *Strategic Communications Services*

Dear Ms. Wotycha:

Reference is made to the above subject task order for *Strategic Communications Services* with the Centers for Medicare & Medicaid Services (CMS). This correspondence constitutes a Stop-Work Order in accordance with Federal Acquisition Regulation (FAR) Clause 52.242-15, "Stop-Work Order". As such, you are directed to immediately stop all work in support of this task order.

This Stop-Work Order is effective for a period of ninety (90) days from the effective date of this correspondence. However, the Government will make all efforts to resolve this issue as expeditiously as possible. You are directed to immediately comply with the terms and conditions of this order and take all steps to minimize the incurrence of costs (including subcontractor costs) allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after the delivery of this Stop-Work Order to you, or a mutually agreed upon extension hereto, the Contracting Officer shall either: (1) cancel the stop work order; or terminate the work covered by the order as provided in the termination for convenience clause of this contract.

Please sign below and return a copy of this letter to acknowledge receipt of this Stop-Work Order. To arrange a discussion of this Stop-Work Order, please contact the Contract Specialist, Lauren Teal on (410) 786-2993- or the Contracting Officer, Heather Robertson on (410) 786-6888.

Sincerely,

Debra Hoffman -S
Digitally signed by Debra Hoffman -S
Date: 2019.04.03 19:04:15 -04'00'

Debra A. Hoffman, Director
Division of Beneficiary Support Contracts

cc:
Laura Salerno
Matthew Aiken

Laura Wotycha, VP Government Contracts Mgr

Porter Novelli Public Services Inc. by [Title]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE AGG - DBSC		7. ADMINISTERED BY *(If other than Item 6)* CODE AGG/LT	

6. ISSUED BY: CMS,OAGM,AGG,DBSC
7500 SECURITY BLVD., MS: C2-21-15
BALTIMORE MD 21244-1850

7. ADMINISTERED BY: Lauren Teal
Contract Specialist
410-786-2993

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services, Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

CODE 828641642 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HHSM-500-2011-00028I
HHSM-500-T0005

10B. DATED *(SEE ITEM 13)*
09/15/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to update Contract Specialist from Paul Judd to Lauren Teal; lauren.teal@cms.hhs.gov, 410-786-2993. As a result, Section B.18 of the task order document is revised to reflect this change. See page 2.
Period of Performance: 09/15/2017 to 09/14/2018

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* HEATHER ROBERTSON	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

B.18 Government Personnel

Contracting Officer
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Heather Robertson
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: Heather.robertson@cms.hhs.gov
Phone: (410) 786-6888

Contract Specialist
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Ms. Lauren Teal
Mailstop: B3-30-03
Baltimore, MD 21244-1850
Email: lauren.teal@cms.hhs.gov
Phone: (410) 786-2993

Contracting Officer Representative (COR)
Centers for Medicare and Medicaid Services
7500 Security Blvd.
ATTN: Matthew Aiken
Mailstop: S1-13-05
Baltimore, MD 21244-1850
Email: matthew.aiken@cms.hhs.gov
Phone: (410) 786-1029

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 OF 18

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000004	09/15/2017	See Schedule	1441

6. ISSUED BY	CODE AGG - DBSC	7. ADMINISTERED BY *(If other than Item 6)*	CODE AGG/LT
CMS,OAGM,AGG,DBSC 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850		Lauren Teal Contract Specialist 410-786-2993	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Porter Novelli Public Services, Inc.
Attn: LAURA WOTYCHA
1615 L STREET NW, SUITE 1150
WASHINGTON DC 20036

CODE 828641642 | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HHSM-500-2011-00028I
HHSM-500-T0005

10B. DATED *(SEE ITEM 13)*
09/15/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule — Net Increase: $11,199,181.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend Term of Contract; FAR 52.217-7 Option For Increased Quantity
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to:

1. Exercise Option Year 2 with a Period of Performance of September 15, 2017 to September 14, 2018;
2. Exercise the Base Task under Option Year 2 in the amount of $7,899,999.00;
3. Exercise Optional Task 1 under Option Year 2 in the amount of $300,000.00 for an enhanced media buy;
4. Exercise Optional Task 2 under Option Year 2 in the amount of $2,999,182.00; and
5. Incorporate FAR 52.217-7, Option for Increased Quantity- Separately Priced Line Item
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
(b)(4), (b)(6) Managing Director		HEATHER ROBERTSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(4), (b)(6) *(Signature of person authorized to sign)*	08 Sept 2017	*(Signature of Contracting Officer)*	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
Porter Novelli Public Services, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(MAR 1989). The total obligated not to exceed amount of this task order is increased by $11,199,181.00 (rounded) from $17,799,997.00 to $28,999,178.00 as a result of Modification 000004. All other terms and conditions remain the same. Delivery: 09/14/2018 Delivery Location Code: N/A Not Applicable Period of Performance: 09/15/2017 to 09/14/2018 Change Item 0003AA to read as follows(amount shown is the obligated amount):				
0003AA	Option Year 2 - Base Task Product/Service Code: R426 Requisition No: OC-393-2017-0118, OC-393-2017-0119, OC-393-2017-0120, OC-393-2017-0121 Accounting Info: P-203-17-001441-002 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001441 Sequence #: 002 Funded: $5,500,000.00 Accounting Info: P-203-17-001725-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001725 Sequence #: 001 Funded: $800,000.00 Accounting Info: P-203-17-001782-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001782 Sequence #: 001 Funded: $800,000.00 Accounting Info: P-203-17-001857-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001857 Sequence #: 001 Funded: $799,999.00 Change Item 0003AB to read as follows(amount Continued ...				7,899,999.00

NAME OF OFFEROR OR CONTRACTOR
Porter Novelli Public Services, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	shown is the obligated amount):				
0003AB	Option Year 2 - Optional Task 1 Product/Service Code: R426 Requisition No: OC-393-2017-0145 Accounting Info: P-203-17-001788-002 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001788 Sequence #: 002 Funded: $300,000.00 Change Item 0003AC to read as follows(amount shown is the obligated amount):				300,000.00
0003AC	Option Year 2 - Optional Task 2 Product/Service Code: R426 Requisition No: OC-393-2017-0158 Accounting Info: P-203-17-001441-003 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001441 Sequence #: 003 Funded: $2,999,182.00 Add Item 0003AD as follows:				2,999,182.00
0003AD	Optional Task 1- Remaining Amount Amount: (b)(4) Option Line Item) Product/Service Code: R426				Option

NOTE: Only those contract sections which differ from the Umbrella IDIQ contract terms and conditions, or provide more detailed information specific to this particular Task Order, are provided below. For those contract sections not identified below, all terms and conditions of the Umbrella IDIQ contract remain in effect.

SECTION B-SUPPLIES/SERVICES

Section B.5 is being revised to reflect the exercise of Option Year 2: Base Task, Optional Task 1 (as renegotiated) and Optional Task 2. For clarity, B.5 is deleted in its entirety and the following is substituted in lieu thereof:

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of:

CLIN/SLIN		**Total Not-to-Exceed Amount**
0001	**Base Year**	
0001AA	Base Task	**$7,899,998.00* (awarded)**
0001AB	Optional Task 1	(b)(4)
0001AC	Optional Task 2	
	Base Year Total	
0002	**Option Year 1**	
0002AA	Base Task	**$7,899,999.00* (awarded)**
0002AB	Optional Task 1	(b)(4)
0002AC	Optional Task 2	**$2,000,000.00* (awarded)**
0002AD	Optional Task 2 – Remaining Amount	(b)(4)
	Option Year 1 Total	
0003	**Option Year 2**	
0003AA	Base Task	**$7,899,999.00* (awarded)**
0003AB	Optional Task 1	**$300,000.00* (awarded)**
0003AC	Optional Task 2	**$2,999,182.00* (awarded)**
0003AD	Optional Task 1- Remaining Amount	(b)(4)
	Option Year 2 Total	
	Task Order Total	

*Rounded

Base Year

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Base Year
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive										
Account Executive										
Assistant Account Executive										
Partner										
Account Manager						(b)(4)				
Account Coordinator										
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy										
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,998.00***					(b)(4)		

*Rounded

Option Year 1

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Optional Task 2 Remaining Amount	Task Order Total for Option Year 1
Executive Vice President											
Senior Vice President											
Vice President											
Account Supervisor											
Senior Account Executive											
Account Executive											
Assistant Account Executive											
Partner											
Account Manager						(b)(4)					
Account Coordinator											
Total											
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's											
Media Buy											
Indirect Costs on ODC's and Media Buys											
ODC's + Media Buys + Indirect Costs											
Not to Exceed Total			**$7,899,999.00***			(b)(4)			**$2,000,000.00***	(b)(4)	

*Rounded
**Please note that there is $999,325.00 remaining under Optional Task 2 to be exercised if and when funding is received. Optional Tasks may be exercised in accordance with FAR 52.217-7.

Option Year 2

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Option Year 2
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive										
Account Executive										
Assistant Account Executive										
Partner										
Account Manager										
Account Coordinator						(b)(4)				
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy										
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,999.00***			**$300,000.00****			**$2,999,182.00***	(b)(4)

*Rounded
**Please note that there is $4,699,959.00 remaining under Optional Task 1 to be exercised if and when funding is received. Optional Tasks may be exercised in accordance with FAR 52.217-7.

Travel and Other Direct Costs shall be reimbursed at actual costs incurred in accordance with 52.216-7 Allowable Cost and Payment, and the Federal Travel Regulation as applicable.

Section B.8 is being revised to reflect the exercise of Option Year 2. For clarity, B.8 is deleted in its entirety and the following is substituted in lieu thereof:

B.8 Period of Performance

The current period of performance (Option Year 2) for this task order is September 15, 2017 through September 14, 2018.

This task order also includes the following periods:

Base Year	September 15, 2015-September 14, 2016 (awarded)
Option Year 1	September 15, 2016-September 14, 2017 (exercised)
Option Year 2	***September 15, 2017-September 14, 2018 (exercised)***

Section C.2-FAR 52.212-4 is being revised to update the indirect costs for Optional Task 1 under Option Year 2. For clarity, C.2-FAR 52.212-4 is deleted in its entirety and the following is substituted in lieu thereof:

C.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

- **Spurrier Media Group**

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

ODC's for all Years including Optional Task 1 and 2
Phone, fax, copies
Stock Photography
508 Compliance Close Captioning
TV Production
Radio Production
Testing Materials Production
Online Video Production
Media Tours (RMT/SMT)
Earned Media Clipping

(*2*) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:

Indirect Cost Payment Schedule Base Year				
Payment	**Period**	**Base Task**	**Optional Task 1**	**Optional Task 2**
1	09/30/15			
2	10/31/15			
3	11/30/15			
4	12/31/15		(b)(4)	
5	01/31/16			
6	02/29/16			
7	03/31/16			
8	04/30/16			

9	(b)(4)
10	
11	
12	

Indirect Cost Payment Schedule Option Year 1

Payment	Period	Base Task	Optional Task 1	Optional Task 2
1	(b)(4)			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Indirect Cost Payment Schedule Option Year 2

PAYMENT	Period	Base Task	*Optional Task 1*	Optional Task 2
1	(b)(4)			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any

such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

l) *Termination for the Government’s convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

The following clause is incorporated by reference as a result of this modification:

C.49 FAR 217.7- Option for Increased Quantity- Separately Priced Line Item (MAR 1989)

All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 6

2. AMENDMENT/MODIFICATION NO.	000005
3. EFFECTIVE DATE	09/15/2017
4. REQUISITION/PURCHASE REQ. NO.	OC-393-2017-0176
5. PROJECT NO. *(If applicable)*	
6. ISSUED BY — CODE AGG - DBSC	CMS,OAGM,AGG,DBSC 7500 SECURITY BLVD., MS: C2-21-15 BALTIMORE MD 21244-1850
7. ADMINISTERED BY *(If other than Item 6)* — CODE AGG/LT	Lauren Teal Contract Specialist 410-786-2993
8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	Porter Novelli Public Services, Inc. Attn: LAURA WOTYCHA 1615 L STREET NW, SUITE 1150 WASHINGTON DC 20036
(x) 9A. AMENDMENT OF SOLICITATION NO.	
9B. DATED *(SEE ITEM 11)*	
X 10A. MODIFICATION OF CONTRACT/ORDER NO.	HHSM-500-2011-00028I HHSM-500-T0005
10B. DATED *(SEE ITEM 13)*	09/15/2015
CODE	828641642
FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Increase: $4,500,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4, Alt. I. (c) Contract Terms and Conditions- Commercial Items
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Tax ID Number: (b)(3)
DUNS Number: 828641642
The purpose of this modification is to:

See Pages 3-6.

All other terms and conditions remain the same.
Delivery: 09/14/2018
Delivery Location Code: N/A
Not Applicable

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	(b)(4), (b)(6) Partner
16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	HEATHER ROBERTSON
15B. CONTRACTOR/OFFEROR	(b)(4), (b)(6)
15C. DATE SIGNED	15 Sept 2017
16B. UNITED STATES OF AMERICA	*(Signature of Contracting Officer)*
16C. DATE SIGNED	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
Porter Novelli Public Services, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/15/2017 to 09/14/2018				
	Change Item 0003AA to read as follows(amount shown is the obligated amount):				
0003AA	Option Year 2 - Base Task Product/Service Code: R426 Accounting Info: P-203-17-001441-002 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001441 Sequence #: 002 Funded: $0.00 Accounting Info: P-203-17-001725-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001725 Sequence #: 001 Funded: $0.00 Accounting Info: P-203-17-001782-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001782 Sequence #: 001 Funded: $0.00 Accounting Info: P-203-17-001857-001 Req Identifier: P CAN Number: 5996931 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001857 Sequence #: 001 Funded: $0.00 Accounting Info: P-203-17-001984-001 Req Identifier: P CAN Number: 5996933 Appropriation: 7570511 Object Class: 25235 Component ID: 203 Fiscal Year: 17 Project #: 001984 Sequence #: 001 Funded: $4,500,000.00				4,500,000.00

The purpose of this modification is as follows:

1. In accordance with FAR 52.212-4, Alt. I (c), this modification changes the terms and conditions of this task order by:
    a. Revising the Statement of Work and Schedule of Deliverables to add a Mobile Office Tour under Option Year 2-Base Task (see tracked changes in revised Attachment 2-Statement of Work).
    b. Obligating $4,500,000.00 to Option Year 2-Base Task due to the changes to the Statement of Work and Schedule of Deliverables.

2. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of this written agreement.

3. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the task order as changed.

4. The Government’s liability on behalf of this written agreement shall not exceed $4,500,000.00. In accordance with FAR 52.212-4, Alt. I (i)(3), the Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract.

5. As a result of this modification Option Year 2-Base Task not-to-exceed amount (ceiling) is increased by $4,500,000.00 from $7,899,999.00 to $12,399,999.00.

    Section B.5 Schedule of Services is modified as follows:

B.5 Schedule of Services

The contractor has the right to adjust the amount of labor hours between labor categories and between labor and non-labor elements as long as the contractor stays within the T&M NTE Ceiling amount of:

CLIN/SLIN		**Total Not-to-Exceed Amount**
0001	**Base Year**	
0001AA	Base Task	**$7,899,998.00* (awarded)**
0001AB	Optional Task 1	(b)(4)
0001AC	Optional Task 2	
	Base Year Total	
0002	**Option Year 1**	
0002AA	Base Task	**$7,899,999.00* (awarded)**
0002AB	Optional Task 1	(b)(4)
0002AC	Optional Task 2	**$2,000,000.00* (awarded)**
0002AD	Optional Task 2 – Remaining Amount	(b)(4)
	Option Year 1 Total	
0003	**Option Year 2**	
0003AA	***Base Task***	***$12,399,999.00* (awarded)***
0003AB	Optional Task 1	**$300,000.00* (awarded)**
0003AC	Optional Task 2	**$2,999,182.00* (awarded)**
0003AD	Optional Task 1- Remaining Amount	(b)(4)
	Option Year 2 Total	
	Option Year 2 Obligated Amt.	
	Task Order Total	

*Rounded

Base Year

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Base Year
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive										
Account Executive										
Assistant Account Executive										
Partner										
Account Manager										
Account Coordinator						(b)(4)				
Total										
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy										
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total			**$7,899,998***					(b)(4)		

*Rounded

Option Year 1

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Optional Task 2 Remaining Amount	Task Order Total for Option Year 1
Executive Vice President											
Senior Vice President											
Vice President											
Account Supervisor											
Senior Account Executive											
Account Executive											
Assistant Account Executive											
Partner											
Account Manager						(b)(4)					
Account Coordinator											
Total											
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's											
Media Buy											
Indirect Costs on ODC's and Media Buys											
ODC's + Media Buys + Indirect Costs											
Not to Exceed Total			**$7,899,999***			(b)(4)			**$2,000,000***	(b)(4)	

**Rounded **Please note that there is $999,325.00 remaining under Opt. Task 2 to be exercised if and when funding is received. Opt. Tasks may be exercised in accordance with FAR 52.217-7.*

Option Year 2

Labor Category	Base Task Rate	Base Task Hrs.	Base Task Total	Optional Task 1 Rate	Optional Task 1 Hrs.	Optional Task 1 Total	Optional Task 2 Rate	Optional Task 2 Hrs.	Optional Task 2 Total	Task Order Total for Option Year 2
Executive Vice President										
Senior Vice President										
Vice President										
Account Supervisor										
Senior Account Executive										
Account Executive										
Assistant Account Executive										
Partner										
Account Manager										
Account Coordinator										
Total						(b)(4)				
Other Direct Costs (ODC's) including travel See C.2 below for list of ODC's										
Media Buy										
Indirect Costs on ODC's and Media Buys										
ODC's + Media Buys + Indirect Costs										
Not to Exceed Total (Mod 4)										
Not to Exceed Total (Mod 5)										
Not to Exceed Total			**$12,399,999***			**$300,000****			**$2,999,182***	(b)(4)

**Rounded **Please note that there is $4,699,959.00 remaining under Opt. Task 1 to be exercised if and when funding is received. Opt. Tasks may be exercised in accordance with FAR 52.217-7.*
****Totals for the Base Task do not reflect the breakdown of the $4,500,000 from Modification 000005. Final breakdown and amounts will be definitized in a future modification.*

National Multimedia & Education Campaign
Task Order - Fall 2015 – Medicare Open Enrollment

The Centers for Medicare & Medicaid Services, Department of Health and Human Services, Medicare Open Enrollment Public Education and Outreach.

I. SCOPE

A. PURPOSE

The purpose of this task order is to obtain technical professional services for the development and execution of a national multi-media education campaign targeting Medicare beneficiaries to raise awareness about Medicare, Medicare's Annual Open Enrollment period, Medicare coverage options, prescription drug benefits, preventive services, as well as the Centers for Medicare & Medicaid Services' (CMS) information channels (1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media channels), and other channels as necessary.

The national campaign is designed to promote the informed use of Medicare information channels by people with Medicare and those "coming of age" (ages 62-64), as well as information intermediaries such as partners, stakeholders and those who implement CMS programs. Ultimately, the campaign will help to encourage informed decisions regarding Medicare enrollment and encourage them to use the information tools and other resources available to them. The Open Enrollment season occurs annually between October 15 and December 7.

The campaign shall help ensure accurate, timely, understandable and reliable information and educational materials about Medicare health and prescription drug coverage and preventive benefits are available to people with Medicare. The campaign shall also work with information intermediaries who serve the target audiences in order to support informed enrollment in Medicare prescription drug plans and use of their Medicare benefits.

This task order provides the support services necessary to execute a national integrated multi-media campaign around Open Enrollment for Medicare beneficiaries in the General Market (e.g., Non-Spanish reliant). Education and outreach plans shall be consistent with and integrated into CMS' overall goals and objectives. Plans shall also be aligned with the goals and objectives of specific CMS programs. The Contractor shall manage and execute these efforts and may be engaged to also support additional CMS campaigns including, but not limited to Medicaid, Low Income Subsidy (LIS)/"Extra Help" or any other program or past, present or future legislation as specified by CMS [including the Medicare Modernization Act of 2003 (MMA) and the Patient Protection and Affordable Care Act (ACA) of 2010]. Activities shall include developing and implementing a paid and earned media plan, placing newly created or existing media, assessing effectiveness of tactics via media tracking and digital analytics, or exploring other appropriate tactics that will have the greatest reach and effect on CMS' audiences for the campaign.

Earned media activities shall include, but are not limited to, helping coordinate interviews and garnering media coverage for Department of Health and Human Services (DHHS) or CMS dignitaries.

The Open Enrollment campaign will continue to lead Medicare beneficiaries to relevant CMS information channels and partners so individuals can obtain accurate and reliable information about the new benefits and answer their Medicare questions. These channels include 1-800-MEDICARE, medicare.gov, mymedicare.gov, CMS social media sites, and other channels as necessary.

The campaign is targeted to people with Medicare, those "coming of age" into Medicare, and health care influencers. The campaign shall:

- Ensure people with Medicare know where to go to get help with their questions by promoting the information available through Medicare's information channels, including 1-800-MEDICARE, www.medicare.gov, mymedicare.gov, CMS social media sites, the *Medicare & You* handbook, the State Health Insurance Assistance Programs (SHIPs) and other partnerships occurring nationally, regionally and locally.
- Convey that Medicare's information channels provide accurate, reliable, understandable, and relevant consumer information and resources to help people make informed decisions about their health care coverage.
- Inform individuals "coming of age" (62-64) of their Medicare enrollment options, how to make informed decisions, and where to go to find helpful information.
- Encourage people with Medicare to look at their options when enrolling in or changing their Medicare health and prescription drug plans.
- Encourage people with Medicare to enroll in a prescription drug plan if it is right for them (informed enrollment).
- Increase awareness of the individual's active role in making health care choices, including encouraging beneficiaries to use the preventive services offered by Medicare.

This task order may also include activities to educate audiences about accessing benefits in light of changes under the Affordable Care Act (ACA), as directed by CMS.

B. <u>BACKGROUND</u>

This campaign consists primarily of strategic communications planning and implementation of appropriate activities, including, but not limited to advertising development, media planning/placement and earned media outreach. The goal of the campaign is to develop a strategy which leverages paid and earned media tactics to provide the greatest reach and effect with Medicare beneficiaries, those "coming of age", and information intermediaries.

Target audiences:

- **Primary:** Medicare beneficiary population with an emphasis on people who are 65 and older.
- **Secondary:** Information intermediaries (e.g., caregivers, friends, family, community influencers, health care influencers, partners, stakeholders, those who implement CMS' programs and others who touch the primary audience in a positive way), and those coming of age.

The following responses are sought from CMS' target audiences. The goal of the campaign is for the target audiences to:

- Recognize the key dates of Medicare's annual Open Enrollment (October 15 – December 7).
- Recognize the need to review and compare Medicare health and prescription drug plans annually and make a decision about enrolling in or changing during the Open Enrollment period.
- Accept Medicare as a source for trusted, reliable and accurate information.
- Recognize the coverage options for those currently enrolled and aging into Medicare.
- Recognize Medicare as an important information source for information about the prescription drug program and preventive benefits offered by Medicare.
- Be aware of the information channels available to people with Medicare including: 1-800-MEDICARE, www.medicare.gov and its comparison and quality tools, MyMedicare.gov, Medicare Social Media Channels, the Medicare & You handbook, the State Health Insurance & Assistance Program (SHIPs), and other partners.
- Understand that Medicare's local partners (e.g. SHIPs) offer personalized counseling regarding their health insurance options and can provide information on the preventive services offered by Medicare.
- Recognize and utilize the preventive benefits available to them through Medicare.

This task order will use an integrated multi-media approach to successfully communicate this information to target audiences in creative, meaningful ways. Multimedia shall include both earned media support and targeted paid advertising.

C. DEFINITIONS

Affordable Care Act: On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (P.L. 111-148). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152) was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA).

Coming of Agers: People between the ages of 62-64 who will "age in" to the Medicare program at 65.

Medicare Information Channels: 1-800-MEDICARE, **www.medicare.gov**, Medicare Social Media Channels, the *Medicare & You* handbook, the State Health Insurance Assistance Program (SHIPS), and regional and partnership outreach.

Medicare Beneficiaries: People who currently receive Medicare services including those who are disabled and those who are 65 or older.

Caregivers: People who help or support beneficiaries making Medicare decisions.

Health care influencers/information intermediaries: Partners, stakeholders, and those who implement our programs.

Health Information Technology (HIT): Health information technology (Health IT) allows comprehensive management of medical information and its secure exchange between health care consumers and providers. (Source: http://www.hhs.gov/healthit/)

Information Intermediaries: People who touch, communicate, help or support beneficiaries making Medicare decisions.

Open Enrollment Period: The period each year (October 15 – December 7) when people with Medicare should review their plans and actively enroll in and/or change their Medicare Health Plan, Medicare Advantage Plan and/or their Medicare Prescription Drug Plan.

Medicare Health Plan: A Medicare Advantage Plan (such as an HMO, PPO, or Private Fee-for-service Plan) or other plan such as a Medicare Cost Plan. Everyone who has Medicare Part A and Part B is eligible for a plan in their area, except those who have End-Stage Renal Disease (unless certain exceptions apply).

Medicare Prescription Drug Plan: A stand-alone drug plan, offered by insurers and other private companies, to people with Medicare who receive their Medicare Part A and/or Part B benefits, through the Original Medicare Plan; through a Medicare Advantage/Private Fee-for-Service Plan that doesn't offer prescription drug coverage; Medicare Cost Plans offering Medicare prescription drug coverage, and Medicare Medical Savings Account Plans.

Quality of Care: Availability of data on quality of care (e.g. provider performance information) to enable the consumer to make more informed choices in obtaining Medicare covered services.

Transparency: Health Transparency provides for consumers to have easy access to helpful comparative information regarding health care quality, patient experience, and health care cost to guide their health care decision.

Personally Identifiable Information: Personally Identifiable Information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual. Types of PII might include full names, addresses such as home or email, date of birth, birthplace, genetic information, or telephone number. Other identifying information- not used to identify a person- like city, age, gender, race, and salary can be used for ad performance evaluation. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make accurate targeting decisions.

II. Requirements

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

In addition, DHHS shall be prominently and dominantly identified as the source of all materials created for this campaign. The Contractor shall include the placement of the DHHS logo more prominently and more dominantly, in every respect, to any other graphic identifier. All text in the logo shall be clearly legible. CMS branding guidelines must be followed in the placement of all logos.

Appropriate DHHS clearances and approvals shall be obtained by CMS before the Contractor publicly disseminates any digital, audiovisual or print products produced under this task order.

All image/artwork licensing and final native material files shall be furnished to CMS as directed and prior to the completion of the task order.

Section 508 Compliance for Communications

CMS is committed to making its Web sites and all of its electronic and information technology (EIT) accessible to the widest possible audience, including individuals with disabilities. In keeping with its mission, CMS complies by implementing the regulations of Section 508 of the Rehabilitation Act and DHHS Section 508 Implementation Policy. All materials created for the campaign shall be 508 compliant.

A. OBJECTIVES

With CMS input and approval, the Contractor shall plan, develop and execute a national integrated multi-media campaign to be conducted over the course of the period of performance with an emphasis during the fall Open Enrollment period (October 15 – December 7). The primary focus of the task order shall be advertising development, media planning/placement,

digital and social media, earned media and other tactics to effectively reach CMS' target audiences with the campaign goals and messages. Throughout the entire task order, CMS and DHHS will provide input and approve all stages of development and review of the campaign media plans.

B. TASKS/ACTIVITIES

Base Task (Base Year and Option Years)

Project Management

The Contractor shall:

- Demonstrate its ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. This section shall also consider allocation of resources and reasonableness of hours.

Campaign Strategy

The Contractor shall:

- Develop a strategic plan based on the Agency's direction and goals to best reach the target audience in the most efficient manner, considering cost, cultural appropriateness, need, media saturation and message saturation by audience. This strategy shall include critical dependencies and key decision points for deploying a campaign using industry best practices. Each campaign Strategic Plan shall include: earned media/local implementation tactics; ad placement/purchase of all approved media; creative development; production of advertising and other materials for the campaign; and social media tactics and analysis.
- The campaign plan shall also include a strategic overview and timeline with noted critical dependencies and key decision points.
- A budget shall be included.

Throughout the entire task order, CMS will provide input, approve all stages of development and act as final reviewer of all creative, media plans and associated deliverables. As such, the Contractor shall be required to meet regularly with other contractors and subcontractors and CMS staff. As directed by CMS, the Contractor shall also collaborate with the other complementary campaigns and its applicable contractors for national campaign efforts that target specific populations.

Media Placement and Ad Performance Tracking

The Contractor shall:

- Develop and implement a comprehensive, integrated multi-media strategy that takes the target population into account. The media strategy shall include various media outlets within key markets throughout the United States as appropriate. The overall plan shall consider and recommend the most effective approach to reach the target audiences through multiple mediums, including television, print, radio, digital and earned media tactics.

As part of the overall paid media plan, the Contractor shall deliver a paid digital media plan to drive traffic to CMS Medicare's web properties (e.g., Medicare.gov and related social media sites), as appropriate. The plan shall include segmentation-targeting and geo-targeting strategies with the major search engine and social media vendors. The Contractor shall develop an innovative digital strategy to target Medicare beneficiaries with an emphasis on the Coming of Agers entering Medicare and information intermediaries. The digital strategy shall include unique and innovative ideas that drive target audiences to CMS/Medicare online and social media properties e.g. www.facebook.com/MedicareGov and www.twitter.com/MedicareGov.

The digital media component of the overall paid media plan shall include:

- A strategy and execution schedule for implementing and tracking digital ad performance.
- Suggestions on ad performance tracking tools, targeting methods and placement to improve reach and engagement within the target audience. Digital advertising includes (but is not limited to) digital banner advertising, pre-roll advertising, social media, search ads, mobile ads, and applications.
- Steps in executing digital tactics shall involve:
  - Use of most relevant and current tactics for reaching the target audience including, but not limited to, retargeting, geo-targeting and look-a-like or behavioral modeling
  - Tracking tools to gauge ad performance such as floodlight pixels or UTM coding
  - Working with other CMS staff and contractors as needed to implement tracking and monitoring capabilities
  - Ability to track various look back windows
  - Monitoring of performance on an almost daily level with constant optimization
  - Weekly detailed reports, and capabilities to provide daily reports or campaign reports quickly when requested
  - Syncing the digital strategy elements, and all other tactics, for added opportunities (Ex: utilizing performance data from one digital platform to inform other tactics)

Additionally, the Contractor shall focus on generating:

- Ideas for unique content that will resonate across the target audience segments (e.g., personal testimonials/stories, infographics, etc.)
- Tactics to increase the likelihood of the sharing of Medicare-related content by consumers and stakeholders (e.g., CMS partners, states, non-governmental organizations, etc.)
- Tactics to monitor the tone of the Medicare-related dialogue occurring online and methods to guide the conversation as appropriate
- Methods to allow for the ease of integration of new content and digital assets with existing CMS content and web properties (e.g., Medicare.gov, CMS Twitter handle @MedicareGov, CMS YouTube channel, social media sites)
- Methods to monitor, track and optimize the digital paid media buy on a day-by-day and weekly basis with ongoing creative testing through both performance and persuasion tactics, as well as setting conversion metrics in advance and continually evaluating to improve performance over time, monitor the tone/sentiment of social media channels and methods to guide the conversation. Utilize social media community management and related analytics

Personally Identifiable Information (PII) is not collected for ad performance improvement and evaluation but other identifying information like city, age, gender, profession, race, and salary can be used. These audience characteristics confirm accuracy in targeting and can be utilized for modeling (identifying characteristics of an engaged ad recipient and targeting other ad recipients that have the same characteristics). CMS does not use this data to identify ad recipients beyond how they fit a model/ profile to make improvements in ad targeting that can reach the most needful population with important information.

Steps in the overall media plan include:

- Delivering effective and efficient paid media plans
- Conducting all ad placements associated with the campaign
- Acting as a steward of the paid media plan on CMS' behalf by verifying all paid media placements ran as planned and negotiate make-good media placements, if necessary
- Reconciling and verifying the media buy delivered reach, frequency and Gross Rating Points (GRPs) levels equivalent to the level authorized in the original media plan

Creative Development/Production

The Contractor shall:

- Develop a Creative Brief with concepts that incorporate messaging consistent with the campaign's objectives. Concepts and final material shall be culturally competent and

have universal appeal with Medicare, including disabled beneficiaries and hard to reach populations.

- Create materials that build on the Medicare brand, including following the approved "look and feel" of materials in order to ensure brand consistency.
- Feature the DHHS logo and where relevant, include other appropriate DHHS/CMS logos.
- Negotiate usage rights for television following guidelines set forth by the Screen Actors Guild, radio, print and digital materials, as necessary. Usage rights shall, at a minimum, cover the duration of the period of performance.
- Procure the proper ad usage rights for placement during the campaign. Consideration of rights purchase efficiencies for the campaign and future use shall be included in the negotiation options provided to CMS for approval. All talent, images and other materials procured under the task order shall be negotiated to include buy-out rights, as able, and at least cover the duration of the period of performance.
- Justify any modification of key messages. Recommendations/rationale shall be based on one or a combination of the following: formal research conducted by CMS; available research data from previous studies (from CMS or other sources); and contractor expertise of key campaign audiences. Knowledge from any of these sources shall be applied when planning CMS campaigns and implementing strategies, and shall be incorporated into the Strategic Plan accordingly.

Note: The Contractor may be directed by CMS to use past creative. For proposal purposes, the Contractor shall assume that new creative is a requirement.

Earned Media

The Contractor shall:

- Develop a recommended earned media for CMS input and approval that leverages paid advertising and promotes and reinforces key messages using the many Medicare information channels within CMS. The plan shall take into consideration other CMS promotional efforts running simultaneously that may impact the Medicare Open Enrollment target audience such as the Marketplace Open Enrollment Campaign.
- Conduct various earned media tactics associated with the campaign.
- Provide support for organizing no more than two (2) satellite/radio media tours (SMT/RMTs) leading up to or during the Medicare Open Enrollment period. The Contractor shall work with CMS to plan the timing of the SMT/RMTs so as to maximize potential media coverage.
- Have the capability to monitor the tone of the national- and state-level coverage of the campaign and incorporate changes into the campaign plan as appropriate. The Contractor

shall deliver to CMS a weekly report that monitors Medicare-related stories (e.g., quantity, quality and sentiment/favorability) and associated media impressions.

- Design and implement an earned media tracking and evaluation plan that measures message delivery and effectiveness.

Mobile Office Tour (Option Year 2 Only)

The Contractor shall:

Provide technical professional services for a Mobile Office Tour (MOT), which will run from October – December 2017. The MOT will speak directly to Medicare beneficiaries about major initiatives happening in the agency. The tour will include enrollment fairs, roundtables, and listening sessions. The tour will also involve meetings with local officials, stakeholders, and others to advance CMS's strategic initiatives.

The Contractor shall coordinate the following items for the MOT:

- ***Bus transportation lease and related operations and services***
  Tasks include acquiring a bus lease for all mechanical, service and maintenance needs, a driver, insurance, etc. Coordination of counselor support, including volunteers, State Health Insurance Assistance Program staff, etc. for events to assist Medicare beneficiaries in reviewing and changing plans or enrolling.

- ***Bus wrap***
  The Contractor shall design and produce a bus wrap. A bus wrap is a full cover for the bus with images and messaging that promotes Medicare. The Contractor shall provide visual layouts and final photos of the completed bus wrap to CMS for approval.

- ***Materials and event needs to support MOT***
  The Contractor shall be responsible for obtaining all necessary materials and logistical needs for MOT events, such as event locales, banners, tables and chairs, other seating, lighting, sound system, podium, etc. CMS expects that event locales to be of minimal or no cost. The Contractor is responsible to acquire CMS approval for event locales of expense.

- ***Advance and on-site event support personnel***
  The Contractor shall provide the necessary advance staff for event planning, location selection, and the event itself. The Contractor shall also provide on-site event production support staff to take care of logistical needs as stated above.

  The Contractor shall supply CMS with a list of advance staff one week prior to the start of the tour. If changes are made to that list, the Contractor shall provide updates to CMS.

- ***On-site logistical and travel arrangements***
  The Contractor is responsible for assuring that all on-site logistical and travel arrangements are made so that MOT staff is available to conduct events. For purposes of travel, MOT staff is defined as Contractor staff. For on-site logistical arrangements the Contractor shall work with the COR, CMS Central Office staff, Regional Office staff and local community organizers to ensure appropriate planning and staffing of events.

- ***CMS materials for use during events***
  The Contractor will work closely with CMS to ensure the MOT is stocked with CMS provided materials. CMS will ship the CMS materials directly to the Contractor who in turn will be responsible for stocking the MOT and/or shipping to the event location. The Contractor shall be responsible for maintaining CMS provided materials and assuring that the MOT has an adequate supply for events. The Contractor shall alert CMS of material needs to support the MOT when supplies of key materials are under 200 copies.

  The Contractor shall submit to CMS on a weekly basis an estimate of the remaining inventory and then discuss with CMS those materials that should be restocked.

- ***Consultation services for MOT planning***
  The Contractor shall provide strategic planning of the MOT. The Contractor shall provide the COR and CMS leadership with data to help determine such items as involvement and availability to attend tour events, etc. The Contractor shall consult with the CMS Central Office, including the COR, and the CMS Regional Offices where appropriate when planning the MOT schedule.

  In addition, the Contractor shall provide consultation to CMS and the CMS Regional Offices for the planning of specific events within each Region. Consultation may include suggesting strategies, partner invitations, event locales, tour schedules, earned media opportunities, etc. The Contractor shall set up calls/meetings as necessary to coordinate MOT events with the ground team and CMS Regional Office staff. The Contractor will document the MOT schedule and provide it to CMS one week prior to tour launch and as changes to the schedule occur.

- ***Earned media support for MOT events***
  With the assistance of the CMS Media Relations Group and CMS Regional Office Press Officers, the Contractor shall provide earned media support to promote and garner media coverage for the promotion of or during the event. The Contractor shall monitor and report to CMS on a regular basis the earned media garnered as part of the MOT.

- ***Event outreach toolkit and advertising***
  The Contractor shall develop and produce materials and buy media to support attendance at local events. This shall include a local event outreach toolkit, which will be provided to each Regional Office, which may include print advertising options of different ad sizes, event

posters, event flyers and live-read radio scripts. This shall also include a budget to support development, production and placement of paid advertising in local paper.

- ***Weekly meetings with CMS***
  Meetings/conference calls with CMS to provide an update of current activities and earned media efforts surrounding the MOT. Additional meetings/conference calls will be required for coordination of each event.

Monitoring and Assessment

The Contractor shall:

- Provide weekly reports/information tracking on paid and earned media placements throughout the campaign. Monitoring will enable CMS to examine reach and success of approved campaign tactics. Prepare a final report that summarizes performance of each media buy/placement, best practices, and lessons learned.

C. PROJECT DELIVERABLES

CMS requires technical, professional services for the development, implementation, operation and management, and assessment of a national campaign. The Contractor shall provide a wide variety of planning, coordination, strategy development, oversight, implementation, and assessment in defining and carrying out this campaign and its complementary marketing components.

1. Task Order Kick-Off Meeting: The overall task order Kick-Off Meeting shall take place no later than one week after the task order award. The purpose of the meeting is to begin overall project planning of the task order.

2. Strategic Plan: The Contractor shall provide the Contracting Officer's Representative (COR) with a strategic plan which includes the critical path, decision points and dependencies, and risk identification/mitigation plans for each major wave under the campaign. Additionally, this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. Lastly, the strategic plan shall include a campaign timeline and report that articulates the various stages and actions that they shall take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the campaign for each major tactic.

3. Media Placement Plan and Purchase Plan: The Contractor shall provide to the COR a media purchase and placement plan which includes national and local media placements/buys with cost, gross rating points (GRPSs), time, date, media outlet, media impressions/circulation, length/size and number of purchased spots on medium as appropriate. Justification for markets and selected outlets shall be included. Digital and social buys shall include target

goals, estimated budget and impressions, and proposed length of flighting. The plan shall also include details about how the digital campaign will be optimized and monitored to achieve targets. Digital tracking and techniques shall be included with overall performance data.

4. Media Recap Reports: Weekly Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, and equivalent cost also need to be kept on a running basis throughout the media placement and earned media implementation. Digital reports shall capture goal performance based on tactics. The report shall capture the media activities occurring the previous week. At the completion of the campaign, print and broadcast media clips shall be supplied to CMS by the Contractor. Recap reports capturing paid and earned media successes, including media outlet, date, media impressions/circulation, link to article online, if available, and equivalent cost must be kept on a running basis throughout the media placement and earned media implementation. The Contractor shall provide these reports weekly to CMS each Monday by end of day, capturing the media activities occurring during the previous week. At the end of each respective campaign, prepare a final report that contains all final planning and execution documents, summarizes the performance of each media buy/placement, best practices, and lessons learned.

5. Earned Media Plan: Upon CMS request, the Contractor shall provide the COR a plan for conducting earned media at a national and local level in conjunction with Media Relations Group (MRG) or CMS regional offices. The plan shall include markets to target, tactics and justification for these recommendations.

6. Weekly Status Call, Call Agendas and Weekly Task Reports: On a weekly basis, the Contractor shall provide the COR a written agenda to accompany weekly status calls with CMS. During these calls, the Contractor shall report on progress on all deliverables, tasks, and risk mitigation issues and review current and upcoming tasks related to the campaign. The Contractor shall provide a weekly task report/conference call summary capturing key details from the status call (e.g. tasks reviewed, decisions pending, action items and accomplishments), as well as activities completed during the week and anticipated activities for the following week.

7. Regular Meetings with CMS: In addition to the weekly call listed under Deliverable 2, the Contractor may also be asked to participate in meetings regularly on a schedule to be defined in the Strategic Plan, or an ad hoc meeting at the request of CMS, and may be required to meet face-to-face with CMS staff in either Washington, D.C. or Baltimore.

8. Monthly Expenditure Report and Status Report: The Contractor shall provide to the COR and Contract Specialist (CS) an updated monthly expenditure report and status report. The Expenditure Report shall include, but not be limited to:

- Funding spent or obligated to date
- Expected expenditures over the next 30 days
- Funding remaining in task order
- Correlation of activities to costs
- Status of current activities and deliverables

The Contractor shall provide electronic copies of the Monthly Expenditure Report and Status Report no later than the 15th of each month beginning with the first full month after the effective date of award.

9. Creative Development, Production and Finalized Materials: The Contractor shall provide concepts for CMS review and approval and finalized communications materials for approved paid and earned media tactics, including, but not limited to, television, print, radio and digital in size/formats to be determined. Usage rights for each creative piece shall also be included for current and future use by CMS. Based upon final campaign plan and media plan, creative material may consist of:

- Print: newspaper, magazine
- Television: local, national, syndicated
- Radio: local, national, syndicated
- Internet Media/Web: banner ads, mobile, search, etc.
- Press materials
- Collateral materials
- Information intermediary materials

All creative material shall be 508 compliant.

10. Mobile Office Tour (MOT): The Contractor shall provide:
    a) Bus Lease and supporting documentation - Provide copies of bus lease and summary of terms of supporting acquisitions for MOT, such as insurance, maintenance agreement, driver, etc.
    b) Bus Wrap - The Contractor shall design and produce a bus wrap. A bus wrap is a full cover for the bus with images and messaging that promotes Medicare. Visual layouts and final photos of the completed bus wrap should be sent to CMS for approval.
    c) MOT schedules and timelines - Strategic planning for overall tour provided to COR, and CMS & HHS leadership listing strategic plan, recommended schedule of locations and timeline for MOT. Updated schedules and timelines of actual event locales to be provided to CMS on an ongoing basis.
    d) Listing of advance staff team - Provide CMS with listing of names and contact information for advance staff.

e) Weekly earned media reports - A weekly report outlining the media coverage garnered on behalf of mobile office tour events. Report to include media outlet, date aired, distribution, state, headline, and audience. Report to also highlight the accumulated successes of earned media efforts, including total number of TV, radio and print placements and their media impressions. If a special request is made for a report outside of the weekly submission cycle, the Contractor shall supply the most up-to-date information that can be gathered within the requested timeframe.

f) Monthly Status Reports - A monthly report summarizing the progress/ accomplishments, issues and corrective steps taken for various activities of the MOT. The monthly report shall include, but not be limited to tasks performed, accomplishments, issues and resolutions, proposed key personnel changes, and funds remaining for completion of the MOT.

g) Mobile office tour completion report - A report one month after the end of the MOT summarizing the mobile office tour, successes and lessons learned to assess effectiveness in educating beneficiaries, families and caregivers about Medicare options. The report shall also include a detailed listing of all MOT visits, events and overall impressions of the tour. The Contractor shall also include overall successes and lessons learned from the MOT.

h) Event outreach toolkit and advertising – The production of a MOT toolkit to assist Regional Offices in promotion of events and the development of paid ads.

~~10.~~11. Comprehensive Project Completion Report with Recommendations for Next Steps: The Contractor shall provide to the COR a comprehensive project completion report that shall include "lessons learned" and recommendations for future campaigns.

~~11.~~12. Final Materials to be supplied to CMS for Archival Purposes: The Contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Creative materials files shall include print and collateral materials - all of the native graphic files (burned to CD) and all supporting high-resolution artwork, fonts, images and illustrations used to create the product. Files shall be Macintosh platform in Indesign CS3, Adobe Photoshop, and Adobe Illustrator or PC platform in Quark Xpress 6.5, Adobe Photoshop, and Adobe Illustrator. File format will depend on what the output is going to be, but could possibly be indd., qxp., jpeg, tiffs, and pdfs:

- **Print** (e.g., newspaper and magazine): Native graphic files and all supporting high-resolution artwork/graphical elements (e.g., JPG, EPS, TIFF) and fonts. Files shall be in Adobe Creative Suite applications: InDesign, Photoshop, Acrobat or Illustrator. CMS currently uses Creative Suite 5. All final creative packages shall include a 508 compliant PDF.

- **Television and Radio:** Master files of filming/recording in format acceptable for future media placement on beta and CD/DVD. Files shall also be accompanied by a 508 compliant video script or story board PDF.
- **Digital Media/Web:** Finalized files for posting on the web in format acceptable for future media placement.
- **Out of Home:** Digital signage, video placements, for example.
- **Press materials:** Press releases, media advisories, drop-in articles, for example.
- **Collateral materials**
- **Information intermediary materials:** Materials developed to reach information intermediaries.

Final creative material shall be 508 compliant.

D. DELIVERABLES SCHEDULE

This task order is comprised of a Base Year with two one-year Option Years, and two Optional Tasks to be executed at the discretion of the Government. The Optional Tasks are the same for the Base Year and the two Option Years.

The supplies/services to be furnished under this task order shall be delivered in accordance with the following schedule.

Schedule of Deliverables (Base Year and Option Years)

Deliverable	Recipient	Date
1. Kick-off Meeting	OC and OAGM staff	Within two weeks of award
2. Strategic Plan	COR	15 days after award date
3. Media Placement Plan & Purchase	COR	Ongoing, completed 30 Days after the completion of a campaign
4. Media Recap Reports	COR	Weekly- Friday each week or as directed by the COR
5. Earned Media Plan	COR	As Needed
6. Weekly Status Call, Call Agendas and Task/Meeting Reports	COR	Agenda: Weekly, prior to call Task/Meeting Report: Weekly, 1 day after meeting
7. Meetings with CMS	OC Management/staff	As Needed
8. Monthly Expenditure and Progress Report	COR/Contract Specialist	Monthly

Deliverable	**Recipient**	**Date**
9. Creative Brief, Production Schedule & Cost, and Material for Approval	COR	Ongoing, completed 30 Days after the completion of a campaign
10. MOT (Option Year 2 only): a) Bus lease and supporting documentation	COR	At time of bus lease but no later than 1 week prior to launch of bus in field
10(b) Bus Wrap	COR	One week after modification award
10(c) MOT schedules and timelines	COR	Initial submission due no later than one week prior to the launch of the MOT and subsequent reports to be submitted no less than weekly to capture scheduling changes as they occur
10(d) Listing of advance staff team	COR	Initial report due no later than 1 week prior to launch of the MOT and as any changes occur
10(e) Weekly earned media reports	COR	Submitted to CMS Friday of each week
10(f) Monthly Status Reports	COR/CO	To be submitted at the end of each month. May be submitted with invoice to CMS
10(g) MOT completion report	COR	One month after completion of MOT
10(h) Event outreach toolkit and advertising	COR	One week after modification award
11. Comprehensive Campaign Completion Report with Recommendations for Next Steps	COR	45 Days after the completion of a campaign
12. Final Creative to be Supplied to CMS for Archival Purposes	COR	30 days after campaign concludes

Optional Tasks are the same for the Base Year and All Option Years

<u>Optional Task 1</u>

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 1

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

Optional Task 2

The primary focus of the optional task during the period of performance will be to develop an enhanced media buy during Medicare's annual Open Enrollment, October 15th – December 7th. An enhanced media buy would serve to expand the media buy approved and increase media weights as appropriate given the availability of media inventory and costs in the market.

CMS will review and approve all changes related to the enhanced media.

Schedule of Deliverables – Optional Task 2

Deliverable Summary	***Date***
1. Enhanced Paid Advertising Plan	2 weeks from notification by CMS

NOTE: This SOW may be modified to incorporate additional within scope workload not currently identified herein.