

PROGRAM TITLE	2552-S TERM: DATE OF AWARD THRU 07/31/14		THE DATA CENTER		LASERTEC		MIDWEST DIRECT		NPC, INC.		PINNACLE DATA SYSTEMS		SOURCELINK OHIO		UNITED SYSTEMS		DATA INGEGRATORS	
ITEM NO.	DESCRIPTION	BASIS OF AWARD	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST	UNIT RATE	COST
I.	DAILY BENEFICIARY NOTICE PACKAGES:			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
A.	Auto Enrollment Notice Package, (Pub# 11154 & 1154S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	52	N/C	0.00	0.002	0.10	100.00	5,200.00	227.00	11,804.00	N/C	0.00	100.00	5,200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	214	81.70	17,483.80	0.086	18.40	98.782	21,139.35	88.00	18,832.00	81.00	17,334.00	148.80	31,843.20	123.00	26,322.00	49.04	10,494.56
B.	Auto Enrollment Retro Notice Package, (Pub# 11429 \$ 11429S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	52	N/C	0.00	0.002	0.10	100.00	5,200.00	227.00	11,804.00	N/C	0.00	100.00	5,200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	432	81.70	35,294.40	0.086	37.15	98.782	42,673.82	88.00	38,016.00	81.00	34,992.00	133.47	57,659.04	123.00	53,136.00	49.04	21,185.28
C.	Deemed Notice Package, (Pub# 11166 & 1166S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	52	N/C	0.00	0.002	0.10	100.00	5,200.00	227.00	11,804.00	N/C	0.00	100.00	5,200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	1499	59.00	88,441.00	0.086	128.91	52.786	79,126.21	65.00	97,435.00	53.00	79,447.00	76.54	114,733.46	90.31	135,374.69	41.76	62,598.24
D.	Full Facilitated Enrollment Notice Package, (Pub# 11186 & 11186S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	52	N/C	0.00	0.002	0.10	100.00	5,200.00	227.00	11,804.00	N/C	0.00	100.00	5,200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	287	81.70	23,447.90	0.086	24.68	98.782	28,350.43	88.00	25,256.00	81.00	23,247.00	141.07	40,487.09	123.00	35,301.00	49.04	14,074.48
E.	Partial Facilitated Enrollment Notice Package, (Pub# 11191 & 11191S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	52	N/C	0.00	0.002	0.10	100.00	5,200.00	227.00	11,804.00	N/C	0.00	100.00	5,200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	30	81.70	2,451.00	0.086	2.58	98.782	2,963.46	88.00	2,640.00	81.00	2,430.00	429.66	12,889.80	123.00	3,690.00	49.04	1,471.20
F.	Retiree Drug Subsidy (RDS) Notice Package, (Pub# 11334 & 11334S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	52	N/C	0.00	0.002	0.10	100.00	5,200.00	215.00	11,180.00	N/C	0.00	100.00	5,200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	25	81.70	2,042.50	0.084	2.10	60.756	1,518.90	65.00	1,625.00	53.00	1,325.00	493.26	12,331.50	72.15	1,803.75	37.12	928.00
II.	ANNUAL AND MONTHLY NOTICE PACKAGES:			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
A.	Change of Co-Pay Notice Package, (Pub# 11199 & 11199S)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	1	N/C	0.00	0.002	0.00	100.00	100.00	276.00	276.00	N/C	0.00	100.00	100.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	370	59.40	21,978.00	0.086	31.82	137.886	51,017.82	53.00	19,610.00	53.00	19,610.00	53.17	19,672.90	85.00	31,450.00	40.60	15,022.00
B.	Non Renewal Notice Package, (Pub# 11433)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(a)	Makeready and/or Setup Charges each package	1	N/C	0.00	0.002	0.00	100.00	100.00	164.00	164.00	N/C	0.00	100.00	100.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	140	63.80	8,932.00	0.084	11.76	56.756	7,945.84	45.00	6,300.00	53.00	7,420.00	50.32	7,044.80	72.15	10,101.00	37.60	5,264.00
(b)	Non Renewal Notice Package, (Pub# 11438)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	1	N/C	0.00	0.002	0.00	100.00	100.00	215.00	215.00	N/C	0.00	100.00	100.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	7	63.80	446.60	0.084	0.59	56.756	397.29	62.00	434.00	53.00	371.00	101.91	713.37	72.15	505.05	37.60	263.20
C.	Non Renewal Reminder Notice Package, (Pub# 11452)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	1	N/C	0.00	0.002	0.00	100.00	100.00	215.00	215.00	N/C	0.00	100.00	100.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	25	63.80	1,595.00	0.084	2.10	56.756	1,418.90	62.00	1,550.00	53.00	1,325.00	81.85	2,046.25	72.15	1,803.75	37.60	940.00
D.	MA Reassignment Notice Package, (Pub# 11443)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	1	N/C	0.00	0.002	0.00	100.00	100.00	176.00	176.00	N/C	0.00	100.00	100.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	75	83.80	6,285.00	0.086	6.45	80.882	6,066.15	50.00	3,750.00	81.00	6,075.00	131.33	9,849.75	123.00	9,225.00	49.04	3,678.00
E.	Part K IRMAA Notice Package, (Pub# 11612)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	3	N/C	0.00	0.002	0.01	100.00	300.00	215.00	645.00	N/C	0.00	100.00	300.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	9	63.80	574.20	0.086	0.77	60.756	546.80	62.00	558.00	53.00	477.00	163.97	1,475.73	72.15	649.35	37.60	338.40
F.	Equitable Relief Notice Package, (Pub# 11594)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each package	10	N/C	0.00	0.002	0.02	100.00	1,000.00	215.00	2,150.00	N/C	0.00	100.00	1,000.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each package	1	63.80	63.80	0.090	0.09	60.756	60.76	62.00	62.00	53.00	53.00	350.94	350.94	72.15	72.15	37.60	37.60
III.	MISCELLANEOUS NOTICES AND ATTACHMENTS:			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
A.	Imaging Notice/Attachment with Static and Variable Data Face Only on 20# White Writing			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each piece	5	N/C	0.00	0.002	0.01	50.00	250.00	164.00	820.00	N/C	0.00	100.00	500.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each piece	341	59.00	20,119.00	0.084	28.64	18.266	6,228.71	65.00	22,165.00	16.00	5,456.00	30.55	10,417.55	56.34	19,211.94	10.60	3,614.60
B.	Imaging Notice/Attachment with Static and Variable Data Face & Back on 20# White Writing			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each piece	13	N/C	0.00	0.002	0.03	50.00	650.00	62.50	812.50	N/C	0.00	100.00	1,300.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each piece	116	65.00	7,540.00	0.084	9.74	28.166	3,267.26	77.00	8,932.00	23.00	2,668.00	46.87	5,436.92	76.66	8,892.56	10.60	1,229.60
C.	Imaging Notice/Attachment with Static and Variable Data Face Only on 20# Colored Writing			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each piece	2	N/C	0.00	0.002	0.00	50.00	100.00	227.00	454.00	N/C	0.00	100.00	200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each piece	10	65.50	655.00	0.086	0.86	20.196	201.96	100.00	1,000.00	21.00	210.00	34.45	344.50	59.04	590.40	13.60	136.00
D.	Imaging Notice/Attachment with Static and Variable Data Face & Back on 20# Colored Writing			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each piece	2	N/C	0.00	0.002	0.00	50.00	100.00	227.00	454.00	N/C	0.00	100.00	200.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each piece	10	65.95	131.90	0.086	0.86	30.096	60.19	120.00	240.00	28.00	56.00	50.77	101.54	85.00	170.00	10.60	106.00
E.	Printing #10 Safety Envelopes (Miscellaneous Notices and Attachments Only)			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(1)	Makeready and/or Setup Charges each envelope	14	N/C	0.00	0.002	0.03	50.00	700.00	50.00	700.00	N/C	0.00	100.00	1,400.00	N/C	0.00	N/C	0.00
(2)	Running per 1,000 copies each envelope	295	25.20	7,434.00	0.014	4.13	13.09	3,861.55	16.60	4,897.00	20.00	5,900.00	17.41	5,135.95	N/C	0.00	15.00	4,425.00
F.	Gathering, Folding, and Inserting Miscellaneous Notices and Attachments into Envelopes			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(2)	Running per 1,000 copies each piece	477	23.00	10,971.00	0.020	9.54	14.00	6,678.00	12.50	5,962.50	10.00	4,770.00	40.00	19,080.00	N/C	0.00	12.00	5,724.00
IV.	ADDITIONAL OPERATIONS:			0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
A.	Mailing Certification: CASS/NCOA .																	



U.S. GOVERNMENT
PRINTING OFFICE
KEEPING AMERICA INFORMED

COLUMBUS REGIONAL PRINTING
PROCUREMENT OFFICE
1335 Dublin Road, Suite 112-B
Columbus, OH 43215-7034
www.gpo.gov

May 30, 2013

Dear Bidder:

This is Amendment No. 1. The specifications in our invitation for bids on Program 2552-S, scheduled for opening at 2 p.m., May 21, 2013, are amended as follows. The bid opening date is not extended.

On page 16 of the contract specifications, under "Deemed Notices", delete, "NOTE: COPY FOR EACH ITEM MAY CHANGE MONTHLY."

On page 20 of the contract specifications, in the last paragraph on the page, delete the second to last sentence and replace with, "It is anticipated that an occasional order will require different artwork or different envelope specifications than listed above. When such orders are placed, the Government will provide sufficient notice of the order and, if required, allow additional time in the schedule."

All other specifications remain the same.

If amendment is not acknowledged on bid, direct acknowledgement to:

U.S. Government Printing Office
Columbus Regional Printing Procurement Office
1335 Dublin Road, Suite 112-B
Columbus, OH 43215-7034

Telephone acknowledgement of this amendment is not acceptable.

BIDDER MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO BID OPENING.

Failure to acknowledge receipt of amendment, by amendment number, prior to bid-opening time, may be reason for bid being declared nonresponsive.

Sincerely,

STEVEN A. BOORTZ
Contracting Officer

SAB/llp

U.S. GOVERNMENT PRINTING OFFICE

Columbus, Ohio

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Daily Beneficiary and Miscellaneous Notices

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Health and Human Services

Centers for Medicare and Medicaid Services (CMS)

Single Award

TERM OF CONTRACT: The term of this contract includes an initial testing period beginning Date of Award through July 31, 2013. The production period begins August 1, 2013 through July 31, 2014 and 4 option year periods (August 1, 2014 through July 31, 2015; August 1, 2015 through July 31, 2016; August 1, 2016 through July 31, 2017; and August 1, 2017 through July 31, 2018). Special attention is directed to the following provision and clauses in Section 1 of this contract: "Option to Extend the Term of the Contract", and "Economic Price Adjustment".

BID OPENING: Bids shall be publicly opened at 2:00 p.m., prevailing Columbus, Ohio time on:

May 21, 2013

MAIL BID TO: U.S. Government Printing Office, 1335 Dublin Road, Suite 112-B, Columbus, Ohio 43215-7034. Envelope must be marked with Program Number and bid opening date.

BIDDERS PLEASE NOTE: This contract replaces Program 3562-S. Significant revisions have been made. Bidders are cautioned to familiarize themselves with all provisions of this contract before bidding.

Abstract for Program 3562-S is available on GPO Web Site at:

<http://www.gpo.gov/gpo/abstracts/abstract.action?region=Columbus>

BEFORE AWARD: Any questions concerning these specifications call:
Linda Price (614)-488-4616 extension 7.

AFTER AWARD: Refer all questions to your contract administrator
Ted Mack, (614)-488-4616, extension 6.

NO COLLECT CALLS

SECTION 1. – GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 06/01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (revised 08/02)).

GPO PUB. 310.2 IS AVAILABLE ON GPO WEB SITE AT
<http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>

GPO PUB. 310.1 IS AVAILABLE ON GPO WEB SITE AT
<http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>

REVISED GPO DISPUTES CLAUSE (06/08) IS AVAILABLE ON GPO WEB SITE AT
<http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf>

REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation are applicable.

SUBCONTRACTING: The predominant production functions are downloading files, manipulating data from Gentran/TIBCO files, computerized variable imaging, preparation for mailing, and delivery to USPS. These items CANNOT be subcontracted. All other items, including printing of static data are not considered part of the predominant production functions. Bidder who must subcontract any of the predominant production functions may be declared non-responsible.

SECURITY: The contractor awarded this contract will be in custody of Government owned material considered Personally Identifiable Information (PII). See pages 9 through 13 for security requirements of this contract.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (Page Related) Attributes -- Level III.
- (b) Finishing (Item Related) Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z 1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Prior to Production Samples/Proofs/ Camera Copy/PSI/Imaging Inspections

CONTRACTOR'S QUALITY ASSURANCE SYSTEM: The contractor must provide and maintain an effective quality assurance system that includes, at a minimum the following elements:

1. Perform a random quality inspection of records in the Gentran/TIBCO files. Samples should be tested for construction, type, and placement of data in each field.
2. Ensure that the computerized imaging is clear and legible and that the appropriate notice letters are mailed to each address contained in the Gentran/TIBCO files.
3. Maintenance and calibration records on all applicable production and inspection equipment.
4. Controls that assure all steps in the process generate a product that conforms to all requirements of this solicitation.
5. Performance utilizing a calibration system that stops production whenever an extra piece is inserted or a piece is left out.

If errors are found or discrepancies exist between the Gentran/TIBCO data files and reports, e.g. print order, record layout, etc., the contractor must cease further production and contact Kelly Miller at (410) 786-3038.

If errors exist in the file and the contractor failed to identify them during his/her quality assurance inspection, no reimbursement for the cost of reprinting will be allowed.

QUALITY SYSTEMS: The contractor shall initiate, prior to start-up and maintain throughout the life of this contract, Quality Systems to assure conformance to all requirements of this contract. The Quality Systems plan should address what actions will be initiated when defects are detected.

The Quality Systems shall assure the quality of components from subsidiary plants. This element includes assuring that components from different sources will be compatible BEFORE the start of production.

The Quality Systems shall include procedures for assuring that all variable data are accurately and completely printed and that all addressed items are mailed. The procedures shall explicitly describe the methods to be used to assure that no records are missed or duplicated when an interruption of variable printing occurs (e.g. due to equipment malfunction).

Records of tests, inspections, and critical processes shall be timed stamped and maintained on file. The records must be available to GPO and or HHS/CMS employees until the expiration of the warranty period of this contract.

VERIFICATION OF PRODUCTION AND MAILING: Contractor will be responsible for validating the integrity of every notice produced in all phases of printing, inserting and mailing and to ensure all notices received from CMS were correctly entered into the United States postal system.

Notice integrity shall be defined as follows:

- Each notice shall include all pages (and only those pages) intended for the designated recipient as contained in the print files received from CMS.

The contractor is responsible for providing the automated print notice integrity control systems and processes required to prevent the commingling of pages intended for different recipients into a completed package. The contractor's printing process must have automated systems that include notice coding and scanning technology capable of:

- Validating the count of pages in a notice set.
- Validating the sequence of pages in a notice set.
- Validating the sequence of notice sets in a production batch.
- Interrupting production if variances are detected.

Mailing integrity shall be defined as follows:

- All Items received from CMS for each Print Order were imaged, printed, inserted and entered correctly into the United States postal system.

The contractor is responsible for providing the automated inserted notice tracking/reporting systems and processes required to validate that 100% of all records received from CMS were printed, inserted and mailed correctly. The contractor's inserting equipment must have automated systems that include notice coding and scanning technology capable of:

- Reconciling page and notice counts from CMS provided print files to Print Order control totals provided by CMS; reporting variances.
- Uniquely identifying each notice within a Print Order.
- Unique identifier to be scanned after insertion to ensure all notices are present and accounted for.
- Tracking and reporting all notices produced and mailed within a Print Order at the notice level.
- Identifying and reporting all missing notices that were lost or spoiled during production within a Print Order.
- Generating a new production file for all missing notices.
- Tracking and reporting all notices that were reproduced and mailed within a Print Order at the notice level.
- Reconciling the total of all notices produced and mailed within a Print Order to the control totals provided by CMS; reporting all variances.
- Reconciling the total of all notices mailed to mailing totals contained on Postal Entry Forms within a Print Order; reporting all variances.
- Generate a final automated summary report which provides information that all mail pieces have been scanned, after insertion, verifying that all pieces for each Print Order are accounted for. The summary report will contain the sequence number range for a particular Print Order, show all sequence numbers were scanned and accounted for after notice is inserted, and event information on any spoiled or missing pieces verifying that they were scanned and accounted for. A copy of the summary report must be submitted with the matching GPO 712(s).

Contractor must generate an automated audit report when necessary showing the tracking of all Items throughout all phases of production for each mail piece. This audit report will contain all information outlined above for each phase of printing, inserting and mailing. All notice tracking/reporting data must be retained in electronic form for 120 days after mailing, and must be made available to CMS for auditing of contractor performance upon request.

UNIQUE IDENTIFICATION NUMBER: Unique identifying numbers will be used to track each individual notice, thereby providing 100% accountability. This enables the contractor to track each notice through completion of the project. The contractor will be required to create a test sample based on the quantity submitted totaling 50 notices. This test must have a unique number and must be produced on each of the notices. The contractor will generate a list of the unique identifying numbers for each sample. As samples are pulled, their unique number will be marked off the list. This enables the contractor to track which samples have been produced and pulled and what records have been produced.

In addition, the contractor will produce a sample based on the quantity that is provided for a total of 50 notices that are processed and mailed directly to HHS/CMS; 7500 Security Blvd., SL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller.

A recovery system will be required to ensure that all defective or missing/mutilated pieces detected are identified, reprinted and replaced. The recovery system must use unique sequential numbers assigned to each piece to aid in the recovery and replacement of any defective or missing/mutilated pieces, and must be capable of tracking and/or locating any individual piece of mail from the time it leaves the press, up to and including when it is off-loaded at the USPS facility.

The Government will not as a routine matter request that the contractor produce individual pieces in transit within the plant, however, the contractor must demonstrate that they have an audit trail established that has the ability to comply with this type request when and if the need arises. The contractor's Quality Assurance System and the Verification of Production and Mailing plans must account for the number of pieces mailed. The contractor shall monitor all aspects of the job including material handling and mail flow, to assure that the production and delivery of these notices meet specifications and Government requirements.

REDUNDANT FACILITY: The contractor must also have multi-plant redundancy. If the principle production plant is disabled, the orders shall be rerouted to its secondary plant without delaying the required schedule. This secondary plant must meet all requirements of this contract.

WARRANTY: The provisions of Article 15, "Warranty" of Contract Clauses in GPO Contract Terms is amended for the solicitation to the effect that the warranty period is EXTENDED from 120 days to one calendar year from the date the check is tendered as final payment. All other provisions remain the same.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises an option, the extended contract shall be considered to include this clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed July 31, 2018.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price Adjustment Period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first production period of the first program year of this contract.

Price Adjustment: The prices shall be adjusted on the basis of the “Consumer Price Index For All Urban Consumers – Commodities Less Food, Seasonally Adjusted”, published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers – Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first production period of this contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the production period of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor’s invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor’s/subcontractor’s facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract. Attending the preaward survey will be representatives from the Government Printing Office and/or the Centers for Medicare and Medicaid Services. Also, the Government reserves the right to conduct postaward survey as needed.

The Preaward/Postaward Surveys will include a review of all subcontractors involved, along with their specific functions; and the contractor’s/subcontractor’s, personnel, production, security and other requirements outlined in the CMS Data Use Agreement.

At the Government’s option, Preaward or Postaward Surveys may be conducted to review all data handling and production areas involved along with their specific functions, and the contractor’s, personnel, production, security and other requirements outlined in this contract and in the contractor’s Security Plan.

POSTAWARD TELEPHONE CONFERENCE: Telephone conference between contractor and agency is required, unless waived by the Government. The purpose of the conference will be to discuss and review all aspects of the contractor’s production plan and to establish coordination of all internal and external operations required to complete the contract.

INITIAL TESTING PERIOD/POSTAWARD TEST: The contractor awarded the contract shall be required to demonstrate their ability to retrieve Gentran/TIBCO files and print the items required in these specifications at the requisite quality level by completing a Postaward Test. The Government reserves the right to waive the Postaward Test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor has the capability to successfully produce the items required.

Variable Data Test: Unless waived by the Government, 2 work days after receipt of data files, the contractor may be required to submit post-award test samples. The contractor will be required to submit 50 randomly selected samples in .PDF format of the required notice.

Contractor must also submit the corresponding source data files (also known as a “data dump”). Test samples must show the correct variable data information taken from the furnished test files in accordance with the Data Layout Sheet. In addition, the contractor will be required to provide “Data Programming” in accordance with the requirements as stated on page 21. E-mail the test samples to kelly.miller@cms.hhs.gov or fax to (410) 786-4786.

Live Notice Test: Within 3 workdays after receiving Variable Data Test approval, the contractor must submit the samples for evaluation to: HHS/CMS; 7500 Security Blvd., SL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller. The contractor will be required to submit 50 copies of each complete notice as required by the Government. Each notice must be a completed, ready-to-mail package and include the notice, the Q&A sheet (if applicable), and an envelope and must be produced in accordance with the specifications. The furnished records will simulate the items the contractor may be expected to print and mail. Each notice must be constructed as specified and must be of the size, kind, and quality that the contractor will furnish.

Variable Data Test and Live Notice Test: The variable data and live notice tests produced during the Postaward Test will be checked for adherence to all specifications. The Government will approve, conditionally approve, or disapprove these test proofs and samples within 2 workdays of the receipt thereof. Approval or conditional approval shall not relieve the contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval shall state any further action required by the contractor. A notice of disapproval shall state the reasons therefore.

If these copies are disapproved by the Government due to printer’s errors, the Government may require the contractor to submit additional copies for inspection and testing, in the time and under the terms and conditions specified in the notice of disapproval. Such additional copies shall be furnished, and necessary changes made, at no additional cost to the Government. In the event these additional copies are disapproved by the Government due to printer’s errors, the contractor may be deemed to have failed to make delivery within the meaning of the default clause in which event this contract shall be subject to termination for default.

If the ability to achieve the necessary quality is not satisfactorily demonstrated, the contractor may be defaulted. The postaward test will be performed at no cost to the Government. All samples must be manufactured at the same facilities used for producing contract production quantities.

PAYMENT: Submit all vouchers via FAX utilizing the GPO barcode coversheet program application. Instructions for the GPO barcode coversheet program application can be found at the following web address: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>.

At time of invoicing, the contractor shall submit a copy of the print order, contractor’s invoice, and all delivery and mailing receipts via e-mail to trackcolumbus@gpo.gov (identify Program and Print Order numbers in the Subject line) or deliver all to: US GPO; Columbus RPO; ATTN: (Program Number, Print Order Number); 1335 Dublin Road, Suite 112-B; Columbus, OH 43215.

In addition to the payment voucher submitted to GPO for billing, the contractor is required to fax (410) 786-4786, or email to Kelly Miller at kelly.miller@cms.hhs.gov a copy of the GPO voucher and mailing statements for each print order within five workdays after mailing has been completed by the contractor.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through July 31, 2014 (plus options). All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/ delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

DELIVERY/SHIPPING STATUS INFORMATION: Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for proofs and delivery schedules in accordance with the contract requirements by contacting Columbus RPPO via e-mail to trackcolumbus@gpo.gov, or by calling (614) 488-4616, ext. 6, or by faxing to (614) 488-4577. Personnel receiving e-mail, phone call, or fax will be unable to respond to questions of a technical nature or transfer any inquiries.

SECURITY SPECIFICATION SECTION

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93 – 79, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

PRIVACY ACT

- (a) The contractor agrees:
- (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or Systems or records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) Design, (B) development, or (C) operation;
 - (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
 - (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish the agency function and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
- (1) “Operation of a system of records” means performance of any of the activities associated with maintaining the system of records including the collection, use and dissemination of records.
 - (2) “Record” means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
 - (3) “System of records” on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

SECURITY OF DATA: Security of Personally Identifiable Information (PII) is a vital component of this contract. The Contractor shall guarantee strict confidentiality, integrity, and limited availability of all PII provided by the Government during the performance of this contract. Disclosure of the information/data, in whole or in part, by the Contractor can only be made in accordance with the provisions in the Data Use Agreement (DUA). See Exhibit F, pages 12 and 57 through 62.

It is the contractor's responsibility to properly safeguard PII from loss, theft, or inadvertent disclosure and to immediately notify the Government of any loss of personally identifiable information. PII includes: a person's name, address, Social Security Number and Medicare Claim Number.

The contractor shall not release, or sell, to any person any technical or other data received from the Government under the contract; nor shall the contractor use the data for any purpose other than that for which it was provided to the contractor under the terms of the contract. The contractor must guarantee that furnished PII will be used only to complete this contract.

Failure to secure the PII (or any negligence, unauthorized use, misuse, or abuse of data) entrusted to your company could adversely affect individual Medicare beneficiaries, the Government, and your company. Possible consequences include, but are not limited to:

- Beneficiaries: Identity theft; denial of benefits; emotional distress.
- Government: Healthcare fraud; loss of public trust; incur remediation costs; civil and/or criminal penalties.
- Contractor: Civil and/or criminal penalties; Termination for Default of this contract; incur cost and liability of remedying the breach, such as the cost of notifying all affected beneficiaries and providing free credit monitoring services for one year to all affected beneficiaries.

Proper control and handling must be maintained at all times to prevent any information or materials required to produce the products ordered under these specifications from falling into unauthorized hands. All PII furnished by the Government, or duplicates created by the contractor or their representatives, and any resultant printouts must be kept accountable and under security to prevent their release to unauthorized persons. Unsecured telecommunications, including the internet, to transmit PII is prohibited.

INCIDENT REPORTING REQUIREMENTS: If there is a breach, or a suspected breach, of Personally Identifiable Information (PII), the incident must be reported to CMS within one hour of discovery. Report breaches to the CMS IT Service Desk at 410-786-2580 or 800-562-1963.

PERSONNEL SECURITY: The contractor shall have a system in place to perform criminal background investigations, Social Security Number verification, and drug testing on all employees. In addition, CMS will perform background investigations on two contractor employees who will receive and process mail files. See Exhibits A through H, pages 11, 12, and 35 through 70, for more information.

PHYSICAL SECURITY: The contractor shall have a secure work area(s) for processing and production of all CMS PII in electronic and paper format. The work area(s) shall be accessible only to authorized employees, and all work shall be monitored closely by contractor management, while CMS PII is being processed and/or produced.

INFORMATION TECHNOLOGY (IT) SECURITY: The contractor shall have a system in place to comply with CMS Information Security Clause 11 in Exhibit A, pages 11 and 35 through 36.

SECURITY LIAISON(S): The contractor must appoint one or more Security Liaison(s) to handle issues regarding personnel, physical, and computer security; confidential issues that may arise at any point during the background investigation process; and to serve as a point of contact to the Government for security issues. The Liaison's duties will include attending the Postaward Conference, submitting a security plan, discussing confidential security issues with CMS staff, submitting background applications, and resolving any issues of inaccurate or incomplete data supplied by background investigation applicants. In the event CMS discovers sensitive information during the background investigation, CMS Security may need to contact the background investigation applicant directly.

DISPOSAL OF WASTE MATERIAL: All waste material containing PII must be destroyed in a manner that it is not possible to recreate the product or identity of a beneficiary; i.e. burning, pulping, shredding, macerating, or other suitable means. If the contractor selects shredding as a means of destruction, it must be a cross cut shredder with a maximum size of 5/32" x 1-1/2" cross cut particles. Strip shredding is not acceptable.

Destruction of waste must occur inside the contractor's secure production facility, close to the point of production or inspection. Sending intact waste containing PII to a municipal incinerator, or to a recycler, or any other off-site processor, is not acceptable and will be considered a data breach.

While CMS PII is being processed or produced, it is recommended that the contractor not confuse employees with separate bins for destruction and for intact waste. The contractor is encouraged to destroy all waste beyond recognition when CMS PII is in the immediate processing and production area.

DISPOSAL OF ELECTRONIC PII: Immediately after production of each print order is completed, all electronic files containing PII furnished for the print order must be permanently destroyed in accordance with Federal Information Security Management Act (FISMA) of 2002. CMS will maintain an archive of furnished files.

EXPIRATION OF DATA USE AGREEMENT (DUA): Upon expiration of this DUA, the contractor will be required to sign a certificate confirming destruction of all CMS data files and that no copies have been kept. Therefore, contractor must maintain a log listing the file name, date received from CMS, and date destroyed. Failure to certify file destruction may cause the CMS Privacy Office to refuse to issue future DUA's and data with the contractor's company or to individuals listed on this DUA. See Exhibit F: Certificate of Data Destruction (Form CMS-10252), pages 12 and 57 through 62.

SECURITY EXHIBITS: The following Exhibits A through H (pages 35 through 70) contain security clauses, information, and forms.

The Privacy Act Notification Clause will apply to all notice letters in this solicitation.

All provisions in the Security Specifications (Exhibits A through H) apply to all notice letters in this contract.

- Exhibit A: CMS Clause 11: CMS Information Security.
- Exhibit B: CMS Clause 09A-01 Security Clause.
- Exhibit C: FAQ Supplement to CMS Security Clause 09A-01.
- Exhibit D: HHS ID Badge Request - (Form HHS-745). This form is used to initiate background investigations of the two people applying for access to the Gentran/TIBCO mailbox. No physical access or badge to CMS will be granted. Applicants must complete sign/date page 1 and submit to CMS before award and renew annually thereafter.

- Exhibit E: Application for Access to CMS Computer Systems. The Exhibit is for reference only. The applicant(s) must complete the application on line. The same applicant(s) completing HHS-745 must also apply for access to CMS Computer Systems using the online link to gain access to Gentran/TIBCO at: <https://idm.cms.hhs.gov/idm/user/newregistration.jsp>. CMS will provide the applicant(s) with the name of the Gentran/TIBCO mailbox at the time of award. Each applicant receiving access to CMS computer system must complete the on line application before award of the contract and renew annually thereafter for the duration of the contract. Please note that each Applicant's Social Security Number must be provided in order to receive a USERID and gain access to CMS' computer systems. Corporate Tax Identification Numbers are not accepted in lieu of individual SSN's.
- Exhibit F: Data Use Agreement (DUA) (Form CMS-R-0235). Contractor management must complete CMS-R-0235, and submit the original before award to HHS/CMS; 7500 Security Blvd., SL 12-18; Baltimore, MD 21244-1850; Attn: Julian Lowery within 24 hours of receiving forms.
 - Effective October 1, 2011, CMS changed our policy for DUA expiration dates. CMS is refining and further restricting our policy for the retention of CMS data via a DUA. The new DUA policy stipulates that:
 1. All DUAs will have an expiration date, regardless of the type of DUA, no exceptions.
 2. All DUAs will have an initial expiration date of no more than 365 days from the creation date.
 3. All DUAs must be revalidated annually by the DUA Requestor stating that the data continues to be needed for their Project/Study as originally requested.
 4. All DUA extensions will be granted for no more than 365 days from the current date.
 5. There will no longer be a maximum number of allowable extensions for a DUA as long as item #3 above is validated annually.
 6. All currently open DUAs have been assigned/reassigned with a new expiration date.
- Exhibit G: Certificate of Data Destruction (Form CMS-10252). Contractor must complete CMS-10252 at the expiration of the DUA.
- Exhibit H: Secure One HHS, Information Security Program Rules of Behavior. All contractor management and employees involved in this contract must read and sign this document. Signed copies of this document and DUA must be submitted to CMS within 24 hours after receiving the forms. Signed copies for all other employees will be maintained by the contractor and furnished to the Government upon request.

After bid opening, CMS will e-mail all security forms and on line application instructions to the contractor being considered for award. Exhibits D, E, F, and H must be completed by the contractor and cleared by CMS prior to award of the contract. **Completed security forms are NOT to be submitted with the bidder's bid papers.**

Upon notification, the contractor being considered for award must submit all completed and signed security forms (original signatures only, no photocopy or facsimile signatures will be accepted) to: HHS/CMS; 7500 Security Blvd., SL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller. It is recommended that Fed-Ex Overnight be used for delivery. All other delivery services and packages are opened and inspected in the CMS mailroom.

NOTE: A copy of all forms, with Social Security Numbers redacted, are to be submitted to: US GPO; Columbus RPP0; 1335 Dublin Road, Suite 112-B; Columbus, OH 43215 at the same time the originals are sent to the CMS address listed above.

SECURITY PLAN: The contractor must have a formal, documented Security Plan that will ensure their compliance with all of the security provisions of this contract and as referenced in attached exhibits.

Particular attention should be given to addressing compliance of the Federal Information Security Management Act of 2002 (FISMA) and the Privacy Act of 1974 as referenced in Exhibit B, CMS Clause 11. Minimum security requirements for FISMA compliance are defined by the Department of Commerce, National Institute of Standards and Technology (NIST) in Federal Information Processing Standards Publication (FIPS) Publication 200 “Minimum Security Requirements for Federal Information and Information Systems”. This document can be found on the internet at <http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf> .

The contractor’s Security Plan must, at a minimum, cover seventeen security-related areas identified in FIPS 200 with regard to protecting the confidentiality, integrity, and availability of federal information processed, stored, and transmitted by those systems. The security-related standards include: (i) access control; (ii) awareness and training; (iii) audit and accountability; (iv) certification, accreditation, and security assessments; (v) configuration management; (vi) contingency planning; (vii) identification and authentication; (viii) incident response; (ix) maintenance; (x) media protection; (xi) physical and environmental protection; (xii) planning; (xiii) personnel security; (xiv) risk assessment; (xv) systems and services acquisition; (xvi) system and communications protection; and (xvii) system and information integrity. The seventeen areas represent a broad-based, balanced information security program that address the management, operational, and technical aspects of protecting federal information.

Within 4 workdays after award, the contractor must submit three (3) copies of their Security Plan to: HHS/CMS; 7500 Security Blvd., SL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller.

Release of PII by CMS does not constitute CMS’ approval or acceptance of the Security Plan. At any time during this contract, if CMS finds deficiencies in the Security Plan, CMS may require correction of the deficiency.

NOTE: CONTRACTOR’S BID TO INCLUDE COST OF TWO EMPLOYEE BACKGROUND INVESTIGATIONS. BACKGROUND INVESTIGATION IS TO BE SUFFICIENT TO COVER THE SECURITY PROVISIONS AS DESCRIBED IN THE CONTRACT.

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SECTION 2. – SPECIFICATIONS

SCOPE: These specifications cover the production of Daily Beneficiary Notices and Miscellaneous Notices, including notices, inserts, and envelopes, requiring such operations as programming of variable data, printing in English and Spanish, envelope construction and printing, collating, folding, insertion, and mailing.

TITLE: Daily Beneficiary and Miscellaneous Notices (English and Spanish)

FREQUENCY OF ORDERS/QUANTITIES/TRIM SIZES/DESCRIPTION/CONSTRUCTION: All quantities shown are approximate and the Government reserves the right to increase or decrease the quantity by up to +/- 25%. Exact quantity will be furnished with final Gentran/TIBCO address files.

Three types of notices will be ordered: Daily Beneficiary Notices, Annual and Monthly Miscellaneous Notices, and Unscheduled Miscellaneous Notices and Attachments. Anticipate most notices will be ordered in English and Spanish.

Daily Beneficiary Notices (English and Spanish): Anticipate files for the notices packages will be sent on a daily basis and the GPO Form 2511, Print Order will be placed once a week.

- Auto Enrollment Notices (Pub.# 11154 and 11154S)
- Auto Enrollment Notices Retro (Pub.# 11429 and 11429S)
- Deemed Notices (Pub. # 11166 and 11166S)
- Full Facilitated Enrollment Notices (Pub. # 11186 and 11186S)
- Partial Facilitated Enrollment Notices (Pub. # 11191 and 11191S)
- Retiree Drug Subsidy (RDS) Notices (Pub. # 11334 and 11334S)

Auto Enrollment Notices (Pub. # 11154 and 11154S): Pub. #11154 is the English file and Pub. #11154S is the Spanish file.

Approximately 15,000 to 25,000 packages per month, with an average of 4,000 to 4,200 per week (about 9% in Spanish).

This Notice Package will consist of three different items:

Item 1: The Notice letter prints face and back on 8-1/2 x 11" yellow writing stock/paper in black ink. Face prints static and variable data. The Medicare Drug Plan prints on the back in static and variable data which includes a state/region specific plan chart, up to 34 specific states/regions.

Item 2: The Questions & Answers (Q&A) letter prints face and back on 8-1/2 x 11" yellow writing stock/paper in black ink. Face and back print static data.

Item 3: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink, see page 20 for envelope specifications.

Auto Enrollment Notices Retro (Pub. # 11429 and 11429S): Pub. #11429 is the English file and Pub. #11429S is the Spanish file.

Approximately 25,000 to 45,000 packages per month, with an average of 8,200 to 8,400 per week (about 11% in Spanish).

This Notice Package will consist of three different items:

Item 1: The Notice letter prints face and back on 8-1/2 x 11" yellow writing stock/paper in black ink. Face prints static and variable data. The Medicare Drug Plan prints on the back in static and variable data which includes a state/region specific plan chart, up to 34 specific states/regions.

Item 2: The Questions & Answers (Q&A) letter prints face and back on 8-1/2 x 11" yellow writing stock/paper in black ink. Face and back print static data.

Item 3: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Deemed Notices (Pub. # 11166 and 11166S): Pub. #11166 is the English file and Pub. #11166S is the Spanish file.

Approximately 80,000 to 175,000 packages per month, with an average of 28,700 to 28,900 per week (about 8% in Spanish).

This Notice Package will consist of two different items:

Item 1: The Notice letter prints face only on 8-1/2 x 11" orchid/purple/violet writing stock/paper in black ink. Face prints static and variable data.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

NOTE: COPY FOR EACH ITEM MAY CHANGE MONTHLY.

Full Facilitated Enrollment Notices: (Pub. # 11186 and 11186S): Pub. #11186 is the English file and Pub. #11186S is the Spanish file.

Approximately 19,000 to 30,000 packages per month, with an average of 5,400 to 5,600 per week (about 9% in Spanish).

This Notice Package will consist of three different items:

Item 1: The Notice letter prints face and back on 8-1/2 x 11" green writing stock/paper in black ink. Face prints static and variable data. The Medicare Drug Plan prints on the back in static and variable data which includes a state/region specific plan chart, up to 34 specific states/regions.

Item 2: The Questions & Answers (Q&A) letter prints face and back on 8-1/2 x 11" green writing stock/paper in black ink. Face and back print static data.

Item 3: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Partial Facilitated Enrollment Notices: (Pub. # 11191 and 11191S): Pub. #11191 is the English file and Pub. #11191S is the Spanish file.

Approximately 2,000 to 3,000 packages per month, with an average of 400 to 600 per week (about 5% in Spanish).

This Notice Package will consist of three different items:

Item 1: The Notice letter prints face and back on 8-1/2 x 11" green writing stock/paper in black ink. Face prints static and variable data. The Medicare Drug Plan prints on the back in static and variable data which includes a state/region specific plan chart, up to 34 specific states/regions.

Item 2: The Questions & Answers (Q&A) letter prints face and back on 8-1/2 x 11" green writing stock/paper in black ink. Face and back print static data.

Item 3: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Retiree Drug Subsidy (RDS) Notices (Pub. # 11334 and 11334S): Pub. #11334 is the English file and Pub. #11334S is the Spanish file.

Approximately 1,000 to 3,000 packages per month, with an average of 300 to 500 per week (less than 5% in Spanish).

This Notice Package will consist of two different items:

Item 1: The Notice letter prints face and back on 8-1/2 x 11" white writing stock/paper in black ink. Face prints static and variable data. The Medicare Drug Plan prints on the back in static and variable data which includes a state/region specific plan chart, up to 34 specific states/regions.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Annual and Monthly Miscellaneous Notices (English and Spanish):

- Change of Co-Pay Notices (Pub.# 11199 and 11199S)
- Non-Renewal Notices (Pub.# 11433 and 11438)
- Non-Renewal Reminder Notices (Pub. # 11452)
- MA Reassignment Notices (Pub. # 11443)
- Part K IRMAA Notices (Pub. # 11612)
- Equitable Relief Notices (Pub. # 11646-E/S)

Change of Co-Pay Notices (Pub. # 11199 & 11199S): Anticipate one order per year (September or October).

It is anticipated that 370,000 total notice packages will be ordered, (approximately 350,000 in English (Pub. #11199) and 20,000 in Spanish (Pub. #11199S)), however the quantity may range between 300,000 and 500,000.

This Notice Package will consist of two different items:

Item 1: The Notice letter prints face only on 8-1/2 x 11" salmon writing stock/paper in black ink. Face prints static and variable data.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Non-Renewal Notices (Pub. # 11433 & 11438): Anticipate one order per year (November).

It is anticipated that 140,000 total notice packages for Pub. #11433 and approximately 7,000 notice packages for Pub. #11438 will be ordered per year, however, the quantity may range between 5,000 and 180,000 for both publication numbers.

This Notice Package will consist of two different items. Item 1 will be either (a) the Pub. #11433 Non-Renewal Notice or (b) the Pub. #11438 Non-Renewal Notice. Item 2 will be the #10 envelope.

Items 1(a) and 1 (b): The Notice letters print face (in English) and back (in Spanish) on 8-1/2 x 11" white writing stock/paper in black ink. Face and back print static and variable data.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink See page 20 for envelope specifications.

Non-Renewal Reminder Notices (Pub #11452): Anticipate one order per year (January).

It is anticipated that 25,000 total notice packages, however, the quantity may range between 15,000 and 35,000.

This Notice Package will consist of two different items:

Item 1: The Notice letter prints face (in English) and back (in Spanish) on 8-1/2 x 11" white writing stock/paper in black ink. Face and back print static and variable data.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications for envelope specifications.

MA Reassignment Notices (Pub. # 11443): Anticipate one order per year (October).

It is anticipated that 75,000 total notice packages, however, the quantity may range between 25,000 and 125,000.

This Notice Package will consist of three different items:

Item 1: The Notice letter prints face and back on 8-1/2 x 11" blue writing stock/paper in black ink. Face and back print static and variable data.

Item 2: The Medicare Drug Plan prints face only on 8-1/2 x 11" blue writing stock/paper in black ink. Face prints static and variable data which includes a state/region specific plan chart, up to 34 specific states/regions.

Item 3: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Part K IRMAA Notices (Pub # 11612): Anticipate three orders per year (December, January, and February).

It is anticipated that the average order will be for 3,000 total notice packages, however, the quantity may range between 1,000 and 15,000 per order.

This Notice Package will consist of two different items:

Item 1: The Mailing letter prints face and back (in English) on 8-1/2 x 11" white writing stock/paper in black ink. Face prints static and variable data, back prints static data.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Equitable Relief Notices (Pub# 11646-E/S) Two Items: Anticipate orders will be placed on a monthly basis, some months may not have orders.

It is anticipated that most orders will be for 10 to 50 total notice packages, however, the quantity may range between 1 and 1,000 per order.

This Notice Package will consist of two different items:

Item 1: The Notice letter prints face and back (in English) on 8-1/2 x 11" white writing stock/paper in black ink. Face prints static and variable data, back prints static data.

Item 2: #10 Safety Window Envelopes, trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Unscheduled Miscellaneous Notices and Attachments(English and Spanish):

- Variable and Static Data Notices and Attachments, Printing Face Only on 20# White Writing
- Variable and Static Data Notices and Attachments, Printing Face and Back on 20# White Writing
- Variable and Static Data Notices and Attachments, Printing Face Only on 20# Colored Writing
- Variable and Static Data Notices and Attachments, Printing Face and Back on 20# Colored Writing

An occasional order will be placed for unscheduled miscellaneous notice packages containing variable and static data notices with or without static data attachment letters.

It is anticipated that approximately 10 to 25 orders will be placed during the year.

Approximately 500 to 500,000 notice packages per order.

The notice packages will consist of a combination of Notices M through P (as described below) and a #10 Safety Window Envelope (trim size 9-1/2 x 4-1/8", print face and back (after construction) in black ink. See page 20 for envelope specifications.

Static and Variable Data Notices and Attachments, Printing Face Only on 20# White Writing: Print static and/or variable data face only (English or Spanish) on 8-1/2 x 11" white writing stock/paper in black ink. It is anticipated that up to 3 orders may be placed for the notice only or the notice and attachment. Anticipate 500 to 500,000 copies per order, the average order will be for 50,000 to 80,000 copies.

Static and Variable Data Notices and Attachments, Printing Face and Back on 20# White Writing:

Print static and/or variable data face and back (English or Spanish) on 8-1/2 x 11" white writing stock/paper in black ink. It is anticipated that up to 9 orders may be placed for the notice only or the notice and attachment. Anticipate 500 to 500,000 copies per order, the average order will be for 5,000 to 15,000 copies.

Static and Variable Data Notices and Attachments, Printing Face Only on 20# Colored Writing:

Print static and/or variable data face only (English or Spanish) on 8-1/2 x 11" colored writing stock/paper in black ink. It is anticipated that 1 order may be placed for the notice only or the notice and attachment. Anticipate 500 to 500,000 copies per order, the average order will be for 1,000 to 10,000 copies.

Static and Variable Data Notices, Printing Face and Back on 20# Colored Writing:

Print static and/or variable data face and back (English or Spanish) on 8-1/2 x 11" colored writing stock/paper in black ink. It is anticipated that 1 order may be placed for the notice only or the notice and attachment. Anticipate 500 to 500,000 copies per order, the average order will be for 1,000 to 10,000 copies.

Envelope Specifications: The following specifications will apply to all envelopes ordered on this contract.

Printing Envelopes: Print static data face and back in black ink. Face prints return address in upper left corner, First-Class Mail postage and fees paid permit imprint in upper right corner and one line of type. Flap of envelope prints four typelines and one rule in black ink. Overall size of image on flap is 1-3/4 x 1" and is to be centered on flap. Follow furnished copy.

Address placement, format, and fonts must be consistent with current U.S. Postal Service (USPS) Address Quality Standards, and in accordance with appropriate USPS rules and regulations including USPS Domestic Mail Manual (DMM) in effect at the time of mailing. The type font must be one of the USPS accepted and verified MLOCR readable type. Position of all elements per furnished copy, no bleeds.

To assure the mailing qualifies for all automation discounts, meets USPS mail quality standards and prevent delays in processing, the color of the enrollment notice paper and ink used to address the mailpiece must meet all USPS mail acceptance/automation requirements for reflectance and print contrast.

Use standard obliteration feature inside of envelope. The contractor may use jumbled character design, or at the contractor's option use their own design, printing in blue/black ink, but must guarantee that the product will insure complete opacity and prevent show through of any material contained therein and cannot bleed onto enclosed material.

Envelope Construction: Envelope to be open side with diagonal or side seams and a fully gummed flap. Face of envelope to have an approximately 4-1/4 x 1-3/8" die-cut window positioned 3/4" from left and 3/4" from bottom to allow imaged addresses on letter to show through window when it is folded and inserted. Contractor to determine exact size and position of window.

Window must be sized to accurately display up to seven lines of address, IMb barcodes and meet all applicable USPS machinable mail/addressing standards. Cover window with a clear glassine or poly material securely glued on all sides.

The contractor has an option of printing a month's supply of envelope inventory but is cautioned that reimbursement will only be made for the total quantity ordered. It is anticipated that an occasional order will require different copy. The contractor will be reimbursed for this operation as described in the Schedule of Prices, pages 33 through 34.

GOVERNMENT TO FURNISH: The contractor must be able to send and receive electronically transmitted data via File Transfer Protocol (FTP). The medium used by the contractor must have the capability to compare records received with records sent, verifying a complete transmission.

Data Files will be furnished in one of the possible four methods:

1. Electronic file transmission (EFT), if the contractor obtains approval from CMS IT Security for access to CMS computer systems; or
2. CD's, DVD's or tapes will be encrypted using the SecureZip product from PK Ware which will be provided as Government Furnished Equipment.
3. Encrypted tapes in the following format: IBM Standard 18 track 3480 cartridge, File PUR 3480, fixed record length, unlabeled/unblocked, and ZIP Code record sequence. In order to process the mainframe media, recipients of CMS compressed, encrypted data are required to have zSeries mainframes (System z9 109, zSeries z900 or z990, or zSeries z800 or z890) equipped with cryptographic coprocessor hardware as well as the IBM software product, "Encryption Facility for z/OS", IBM program number 5655-P97.
4. Files may be furnished via Secure File Transfer Protocol/GENTRAN/TIBCO. The contractor must be able to send and receive electronically transmitted data via SFTP Protocol. The contractor must have the capability to compare records received with records sent, verifying a complete transmission.

Software: Contractor will need an Internet browser, the browser must be Internet Explorer 5.0 or above, or you can use GIS-compatible secure File Transfer Protocol Client (FTP).

A color visual of all notices and inserts will be furnished with the first print order with and each time thereafter a copy change is made within the package. Envelope sample will be furnished as Manuscript Copy (PDF Proof Required before printing).

Complete record specifications for each notice.

Files for Data Programming: Gentrans/TIBCO, SFTP, and Magnetic Tape Cartridges Files furnished with variable information for imaging notice letters. Cartridges are IBM compatible, EBCDIC tape, 3480 BPI, 18 track (not compressed). Contractor is to reformat, if necessary, to suit their own equipment. Cartridges contain addresses that are in Zip-code sequence, contractor must convert the 5-digit Zip codes on the furnished cartridges to Zip + four.

Copy may be furnished via CD-ROM, or e-mailed in Microsoft Word or Adobe .PDF file format for all notices/letters.

Platform: Microsoft's Windows XP operating system or Apple Macintosh Operating System.

Storage Media: Anticipate most orders will be sent electronically. An occasional order may be sent CD-R/CD-RW or DVD.

Software: Files will be furnished in native application and .PDF formats. Program will be on either Apple OS platform or Microsoft Windows platform and may include software such as Adobe Illustrator – Version 13 (CS3), Adobe Photoshop – Version 10 (CS3), Adobe InDesign – Version 5 (CS3) Adobe Acrobat Version 8, Quark – Version 6.5, Microsoft Word – Version 2003, Microsoft Excel – Version 2003. Contractor will be required to support all current and future upgrades for software listed above.

Fonts: All printer and screen fonts will be furnished. The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Electronic Prepress: Immediately upon receipt and prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to Columbus GPO Contracting Office prior to further performance.

It is recommended that the contractor output files on the same platform (i.e. PC); no additional time or compensation will be given for errors commonly associated with file output from a different platform.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

Special Software Consideration: Office graphics (e.g., files from Presentation, Word Processing, or other non-publishing applications) are furnished for this procurement. Additional system work may be required to produce output as per specifications.

If supplied by the Government, a black and white visual will be used as the standard for page integrity. Contractor must ensure that the job outputs exactly as the furnished visual.

The contractor will not receive additional compensation, or time for common errors associated with the output of Office Graphics files. Common errors include, but are not limited to: 1) Color issues and Shifts (RGB color data, no spot colors, loss of Black plate), 2) Page Integrity (text reflow), 3) Missing prepress features (e.g., bleeds, trim marks), or 4) Loss of text characters from graphic elements.

Upon completion of the order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished.

NOTE: If discrepancies are found on the Government-furnished material(s), the contractor must contact Kelly Miller at (410) 786-3038, before starting production.

Additional Furnished Material: The following is a list of additional items that will be furnished to the contractor.

PS Form 3615 (Mailing Permit Application and Customer Profile) and GPO Form 712 (Certificate of Conformance).

GPO Form 952 (Desktop Publishing – Disk Information).

Print Orders (GPO Form 2511).

Delivery/Shipping Status Report Form. Form 905 (R. 3/90).

“Labeling and Marking Specifications”.

Blue Labels and Selection Certificates.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not appear on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under “Government to Furnish”, necessary to produce the products in accordance with these specifications.

Contractor is required to verify that the CMS furnished files and quantity(s) are in the Gentran/TIBCO mailbox within two hours of the print order and file(s) have been made available for downloading.

REPRODUCIBLES: The contractor must make all reproducibles required. The contractor is responsible for determining what type reproducibles will be used but must maintain the quality level specified in the contract. No separate charges will be allowed for the various types of reproducibles that may be used.

Further, the contractor is responsible for outputting all images contained on furnished material, regardless of the production process, at the highest effective resolution possible. The contractor is responsible for determining the appropriate output resolution to achieve optimal results for such design elements as blends, gradients, halftones, type and other images. This determination should be made using factors such as stock, imaging device (or press) being used, and other factors unique to the contractors production environment.

VARIABLE DATA VERIFICATION AND TEXT LAYOUT PROOFS: The proofs must have all elements in their proper position. The cost of all proofs must be provided at no additional cost to CMS.

Daily Beneficiary Notices (English and Spanish): The contractor is required to submit proofs on the initial order for each Notice in both English and Spanish. After the initial proofs are approved, the contractor may be required to submit proofs on a quarterly basis.

Annual and Monthly Miscellaneous Notices (English and Spanish): When indicated on the individual print order, the contractor will be required to submit proofs for each Notice.

Unscheduled Miscellaneous Notices and Attachments (English and Spanish): When indicated on the individual print order, the contractor will be required to submit proofs for each Notice and Attachment.

Proofs for Notices: Contractor must submit 50 encrypted, password protected PK zipped .pdf file formatted proofs of complete letters including the letterhead all variable text, envelopes, to Kelly Miller at the following e-mail address: kelly.miller@cms.hhs.gov. Contractor must also submit the corresponding source data files (also known as a “data dump”) in a Microsoft Excel format in the same sequence as the submitted letter proofs. Phone notification at (410) 786-3038 to confirm receipt of e-mail. Include Jacket # and Requisition #, Program # and Print Order # with title.

The contractor will be responsible for performing all necessary proofreading to insure that the proofs submitted are in conformity with the furnished copy and record specifications.

If CMS find errors during the proofing process, the contractor must make all corrections and submit additional proofs along with the corresponding source data files. This process will be repeated until the contractor submit samples that CMS considers to be error-free.

If any contractor’s errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The Government will approve or disapprove the samples within 3 workdays of the receipt thereof. Notification will be given by e-mail. Approval or disapproval will not relieve the contractor of complying with the specifications and all other terms and conditions of the contract. Additional e-mail samples may be required if image samples are disapproved.

Proofs for Envelopes: Contractor must submit Adobe .pdf proofs scaled to size with the placement of all elements in the proper position in accordance with the furnished manuscript copy.

All Proofs: The contractor must not print/image prior to receipt of an OK to print.

PRESS SHEET/IMAGING INSPECTION: Final makeready press sheets/imaging may be inspected and approved at the contractor's plant for the purpose of establishing specified standards for use during the actual press run/imaging. Upon approval of the sheets/imaging, the contractor is charged with maintaining those standards throughout the press run/imaging process (within QATAP tolerances when applicable) and with discarding all makeready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) dated August 2002 (available on GPO web site at: <http://www.gpo.gov/printforms/index.html>).

NOTE: A press sheet/imaging inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run.

Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the presses ink rollers. The control bars must show areas consisting of solid color patches, tint patches, dot gain scale (such as, BRUNNER, GATF, GRETAG, or RIT) and gray balance patches for process color (if applicable). These areas must be repeated across the entire press sheet.

On-Site Press Sheet and Imaging Inspections: Unless waived by the Government, an on-site press and imaging inspections for the first printing of each letter will be conducted. The notification schedule (below) should be followed for these Inspections. The contractor shall make all efforts necessary to schedule the imaging and printing inspection on the same, or subsequent, days for all of the letters. The Government may conduct on-site randomized Security and Imaging inspections at anytime.

Notification: Call the Columbus RPPO at (614) 488-4616 and Kelly Miller at 410-786-3038 with a minimum notice of 2 work days prior to availability of press sheets. This notification must provide the starting date and time of the first press form, as well as the tentative schedule for all subsequent press forms required for complete production. On site press inspections must be scheduled Monday through Friday, exclusive of Federal holidays, and scheduled to begin between the hours of 7:00 a.m. and 7:00 p.m. local time.

It is the contractor's responsibility to maintain and adjust inspection schedules, as required, to ensure all subsequent inspections are performed on following workdays. Inspection schedules must allow Government representatives to complete approval of all press forms within the day/time requirements. Inspections must not be scheduled on weekends, or to "carry over to the following week" without prior approval by the GPO Contracting Officer.

The GPO Contracting Officer reserves the right to deny requests for press inspections/color approvals that conflict with these scheduling requirements. Failure to comply with these scheduling requirements may result in additional Government per diem, overtime, and/or travel related charges which may be chargeable to the contractor (See GPO Contract Terms, Pub. 310.2, (Rev. 6-01), Article 14. Inspection and Tests, (e)(1) & (2)).

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011. Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

Notices, Mailings, Letters, and Attachments: Writing, White and Colored, basis size 17 x 22", 20 lbs. per 500 sheets, equal to JCP Code D10.

Anticipate the following colors: Blue, Buff, Green, Pink, Salmon, Yellow, Orchid/Purple/Violet (or close match). Additional colors may be required.

Upon award of the contract, the contractor shall to provide CMS and GPO a swatch of available colors, including those listed above. This swatch will become the specified standard for color of stock/paper.

Envelopes: White Writing or Wove, basis size 17 x 22", 20-24 lbs. per 500 sheets, equal to JCP Code V20.

PRINTING/IMAGING: Follow instructions on pages 15 through 20. Contractor is cautioned not to preprint notices or attachments because of possible content changes.

Static Data Imaging: Contractor will be required to print/image static data in black ink on the face and/or back of notices and/or attachments. At contractor's option, static data may be imaged digitally or printed using the traditional offset method. All imaging/printing, regardless of method must meet Quality Level III attributes. See Exhibit J, pages 73 through 74 for sample static data notice.

Variable Computerized Imaging: Contractor will be required to provide variable imaging of notice in black ink in accordance with record specifications provided with the individual print order which identify the field name, format, start/end position, and remarks locations. The content for most notices will contain a significant number of variable data fields, including address fields. See Exhibit I, pages 71 through 72 for sample variable data notice.

The address fields will be four to seven lines. Contractor to address using laser imaging or suitable method using approved font and size in black. All address elements, components, ink characteristics and IMb barcodes must meet USPS automated mail processing equipment compatibility standards and comply with all related USPS requirement as sited in the DMM and Standard Mail Processing Guidelines in effect at the time of mailing.

All imaging must be a minimum resolution of 600 x 600 dpi dots per inch and meets Quality Level III attributes.

When ordered, the Medicare Drug Plan on back for each beneficiary is state/region specific and is common to all addresses in that state/region. The beneficiary's city and state address on the front of the notice must correspond with the specific State/Region Prescription Drug Plan on the back. Government will furnish files for the regional Medicare drug plans for back of notices.

MARGINS: Adequate gripper margins follow trim marks on furnished sample and electronic files.

TRIMMING/FOLDING/ASSEMBLY: Trim four sides. Each piece of each notice is to be gathered in sequence, face up on all pages and fold from 8-1/2 x 11" to 8-1/2 x 7-1/4" and then to 8-1/2 x 3-9/16", with two accordion or wraparound folds, with the address on Notice Letter facing out for visibility of the address through the window in the envelope.

NOTE: It is the contractor's responsibility to assure that only the computer-generated address and PostNet barcode on the notice will be visible through the window in the envelope and that only one complete notice is inserted into each envelope.

QUALITY CONTROL SAMPLE: The plans must provide a description of how the contractor will create quality control samples for periodic samplings to be taken during the production run, and shall contain control systems that will detect defective or missing/mutilated pieces. The contractor will be required to create two quality control samples to be drawn from the production stream at the same time. One sample will be drawn, inspected and retained as part of the contractor's quality assurance records. The second set will require the contractor to draw up to 50 imaged Letters per order and label "Quality Control Samples" and deliver f.o.b. destination to the Centers for Medicare and Medicaid Services, HHS/CMS; 7500 Security Blvd., SLL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller.

The contractor must maintain quality control samples, inspection reports and records for a period of no less than 120 days subsequent to the date of the check tendered for final payment by the Government Printing Office. The Government will periodically verify that the contractor is complying with the approved quality control plan through on-site examinations and/or requesting copies of the contractor's quality assurance records and quality assurance random copies. **All quality control samples must be produced at no additional cost to the Government.**

LABELING AND MARKING: Refer to Contract Terms and furnished Form 905.

MAIL PREPARATION: All envelopes will have a printed CMS Mail Postage and Fees Paid permit. The contractor is cautioned to use the permit imprint only for mailing material produced under this contract.

Using the CMS address information as provided, the contractor is required to obtain the maximum USPS postage discounts possible in accordance with the USPS First Class mail automated mail discount structure in effect at the time of mailing. In compliance with USPS Mail Preparation & Sortation Regulations, all mail must be appropriately marked and supported with the documentation necessary to ensure USPS acceptance.

Mailing Envelopes must be prepared and sealed in a manner that will ensure acceptance, security and safe delivery by the U.S. Postal Service. Gather each piece and insert into mailing envelope, and seal.

The contractor must provide all mailing materials, as well as all labeling and marking, as necessary to fulfill mailing and distribution requirements. Noncompliance with the packing and labeling instructions will be cause for the Government to take corrective action in accordance with GPO Pub. 310.2.

Contractor must be able to read/print up to seven lines of address information and insure all addresses can display address format acceptable for USPS automation processing.

Addresses for this mailing come from a Government maintained file. For this mailing, CMS will provide certificates indicating that within 95 days the addresses have been matched against both the USPS required Coding Accuracy Support System (CASS) and National Change of Address (NCOA) software. In the event the CASS and NCOA certification has expired, the contractor may be required to provide the certification prior to mailing. Reimbursement for this service will be made via contract modification.

Contractor sponsored address data enhancements to secure postal discount **MUST NOT** negatively affect deliverability and/or omit/change any required address field as provided by CMS address files. It is the contractor's responsibility to keep up to date on all USPS requirements.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for domestic presorted First-Class mail as applicable, and must be prepared for the most cost effective mailing rate/class obtainable presorting for maximum postal automation discounts (as applicable). The placement and application of the IMb barcodes must not compromise any applicable USPS addressing/imprinting requirements.

In addition, USPS has instituted a verification procedure called a "tap" test. This test is used to screen all mailings with barcode inserts for proper barcode spacing within the envelope window. USPS will randomly select samples from a mailing and tap the pieces on their left right and bottom edges to test whether the barcode maintains a minimum spacing of 1/8 inch between the barcode and the left and right edges of the window, at least 1/25 inch between the barcode and the bottom edge of the mail piece. Mailpieces are not to be tapped upside down (i.e. on their top edge).

Intelligent Mail Barcode (IMb): The successful bidder must understand and be able to implement all mail preparation requirements enacted by the Postal Service related to using Intelligent Mail. The requirements include, but are not limited to preparing Intelligent Mail barcodes meeting USPS quality acceptance standards. Experience with assigning unique numbers for each mail piece, preparing electronic manifests, making electronic appointments, producing revised tray/pallet label formats and other similarly detailed IMb requirements as mandated by the Postal Service is essential.

To assure the mailing qualifies for all automation discounts, meets USPS mail quality standards and prevent delays in processing, the color of the Daily Beneficiary and Miscellaneous Notices paper and ink used to address the mailpiece must meet all USPS mail acceptance/automation requirements for Reflectance and Print contrast. Contractor may be responsible for any postage fees related to undeliverable letters caused by print quality control issues.

The contractor is cautioned all notice letters and their associated pieces are separate and different notices and **MUST NOT** be intermixed.

Any address/mail management related questions/issues should be directed to Tina Dickens, at (410) 786-3895, or E-mail tina.dickens@cms.hhs.gov or Cynthia Williams, at (410) 786-6071, or E-mail cynthia.williams@cms.hhs.gov at CMS respectively.

VERIFICATION OF PRODUCTION AND MAILING: Contractor will be responsible for validating the integrity of every notice produced in all phases of printing, inserting and mailing and to ensuring all notices received from CMS were correctly entered into the United States postal system.

Contractor must furnish a state-by-state count of all letters mailed, identifying state and numbers of copies mailed to that state. Include information with copies to Kelly Miller at kelly.miller@cms.hhs.gov.

Prior to CMS issuing the GPO Form 2511 (Print Order), the contractor shall provide documentation confirming number of records received in Gentran/TIBCO and official USPS mailing statements. The quantities of records received and number of pieces mailed must be reconciled by the contractor and then sent to Kelly Miller at kelly.miller@cms.hhs.gov.

DISTRIBUTION: Mail f.o.b. contractor's city using contractor printed "First Class Postage and Fees Paid Permit" imprint. The contractor will be required to provide mailing under the provided CMS "G-28" permit imprint via pre-sorted "First Class Mail, U.S. Postage Paid".

The contractor is cautioned that "Postage and Fees Paid" indicia may be used only for the purpose of mailing material produced under the contract. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" as applicable.

The contractor will be required to submit the properly completed GPO 712 and Postal Service form(s) (or equivalent) with the voucher for billing.

Certificate of Conformance: When using Permit Imprint Mail the contractor must complete GPO Form 712 Certificate of Conformance (Rev. 1-85) supplied by GPO and the appropriate mailing statement or statements supplied by USPS.

MAILING STATEMENTS: Contractor must complete and supply all copies of all USPS 3602's and GPO 712's to CMS within 1 work days of USPS certification. Copies must be sent to HHS/CMS; 7500 Security Blvd., SLL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller or e-mail to Kelly Miller at kelly.miller@cms.hhs.gov.

Prior to or in conjunction with presenting the mailing for acceptance, a MERLIN (Mail Evaluation Readability Lookup Instrument) mail diagnostics analysis must be completed by the Postal Service. Within 24 hours of acceptance, a copy of the "MERLIN" Summary Verification Reports listing the results must be emailed to Tina Dickens at tina.dickens@cms.hhs.gov.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the following:

Daily Beneficiary Notices (English and Spanish): Contractor must complete production and mailing of up to 50,000 units of each item within 48 hours of receipt of notification of availability of electronic files. The contractor will be given an additional 24 hours to complete production of each 25,000 units that exceeds 50,000 units.

NOTE: A unit is defined as a complete set of letters which includes a Notice letter, Medicare Drug Plan (if applicable), and Q&A Sheet (if applicable), and an envelope for each item.

E-mail notification of availability of electronic files in TIBCO or Gentran/TIBCO.

Files will be placed in the Gentran/TIBCO daily including weekends. A print order (GPO Form 2511) will be issued at the end of each week. This print order will summarize the individual files received and produced during the week and is to be submitted with the contractor's invoice to GPO.

Annual and Monthly Miscellaneous Notices (English and Spanish) and Unscheduled Miscellaneous Notices and Attachments (English and Spanish): Contractor must complete production and mailing within the agreed upon mail date from 2 to 7 workdays after proofs are approved to print by CMS.

A print order (GPO Form 2511) may be issued prior to the actual production totals are provided by CMS. Contractor should not order paper or supplies until the actual quantity have been provided by CMS. The contractor must e-mail on a daily basis production and mailing counts with totals of overall completed, mailed, and remaining counts to Kelly Miller at kelly.miller@cms.hhs.gov.

All Notice Packages: The contractor may mail completed pieces on a daily basis in accordance as production runs are completed. Contractor will be notified via e-mail when electronic files are available in Gentrant/TIBCO.

Contractor must confirm, via e-mail, receipt of files and verify quantities to be produced within 60 minutes of receipt of notification of availability of electronic files.

RECEIPT FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers, total quantity delivered, number of cartons, and quantity per carton, date delivery made, and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

RETURN OF GOVERNMENT FURNISHED PROPERTY: Deliver furnish material, film, tapes, and 5 imaged samples within 2 Workdays to HHS/CMS; 7500 Security Blvd., SLL 11-27; Baltimore, MD 21244-1850; Attn: Kelly Miller. All expenses incidental to returning material must be borne by the contractor.

These materials must be packaged, properly labeled, and returned separate from the entire job. The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.

All expenses incidental to pickup/return of materials/proofs, and furnishing sample copies must be borne by the contractor.

SECTION 3. – DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “Schedule of Prices” to the following units of production which are the estimated requirements to produce 1 year’s orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the “Schedule of Prices”.

I.	(1)	(2)
A.	52	214
B.	52	432
C.	52	1,499
D.	52	287
E.	52	30
F.	52	25

II.	(1)	(2)
A.	1	370
B. (a)	1	140
(b)	1	7
C.	1	25
D.	1	75
E.	3	9
F.	10	1

III.	(1)	(2)
A.	5	341
B.	13	116
C.	2	10
D.	2	10
E.	14	295
F.	XXXX	477

IV. A.	18
B.	12
C.	4

SECTION 4. – SCHEDULE OF PRICES

Bids offered are f.o.b. contractor’s city by permit imprint.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government. Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

NOTE: CONTRACTOR’S BID TO INCLUDE COST OF TWO EMPLOYEE BACKGROUND INVESTIGATIONS. BACKGROUND INVESTIGATION IS TO BE SUFFICIENT TO COVER THE SECURITY PROVISIONS AS DESCRIBED IN THE CONTRACT.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 1,000 will be prorated at the 1,000 rate.

I. DAILY BENEFICIARY NOTICE PACKAGES: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items II. Annual and Monthly Miscellaneous Notices, III. Miscellaneous Notices and Attachments, and IV. Additional Operations.

Includes printing/imaging in English or Spanish as required, trimming to size, gathering each piece in sequence, folding to size, and inserting into envelope. Only one makeready charge will be allowed for each Notice package regardless of language.

	<u>Makeready and/or Setup Charges</u>	<u>Running per 1,000 copies</u>
	(1)	(2)
A. Auto Enrollment Notice Package, (Pub# 11154 & 11154S)each package	\$ _____	\$ _____

(Initials)

RETURN THIS PAGE TO RPPO, COLUMBUS, OH

SCHEDULE OF PRICES

I. DAILY BENEFICIARY NOTICE PACKAGES (Continued):

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
B. Auto Enrollment Retro Notice Package, (Pub# 11429 & 11429S) each package	\$ _____	\$ _____
C. Deemed Notice Package (Pub# 11166 & 11166S) each package	\$ _____	\$ _____
D. Full Facilitated Enrollment Notice Package, (Pub# 11186 & 11186S) each package	\$ _____	\$ _____
E. Partial Facilitated Enrollment Notice Package, (Pub# 11191 & 11191S) each package	\$ _____	\$ _____
F. Retiree Drug Subsidy (RDS) Notice Package, (Pub# 11334 & 11334S) each package	\$ _____	\$ _____

II. ANNUAL AND MONTHLY NOTICE PACKAGES: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items I. Daily Beneficiary Notice Packages, III. Miscellaneous Notices and Attachments, and IV. Additional Operations.

Includes printing/imaging in English or Spanish as required, trimming to size, gathering each piece in sequence, folding to size, and inserting into envelope. Only one makeready charge will be allowed for each Notice package regardless of language.

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
A. Change of Co-Pay Notice Package, (Pub# 11199 & 11199S) each package	\$ _____	\$ _____
B. (a) Non Renewal Notice Package, (Pub# 11433) each package	\$ _____	\$ _____
(b) Non Renewal Notice Package, (Pub# 11438) each package	\$ _____	\$ _____
C. Non Renewal Reminder Notice Package, (Pub# 11452) each package	\$ _____	\$ _____
D. MA Reassignment Notice Package, (Pub# 11443) each package	\$ _____	\$ _____
E. Part K IRMAA Notice Package, (Pub# 11612) each package	\$ _____	\$ _____
F. Equitable Relief Notice Package, (Pub# 11594) each package	\$ _____	\$ _____

 (Initials)

RETURN THIS PAGE TO RPPO, COLUMBUS, OH

SCHEDULE OF PRICES

III. MISCELLANEOUS NOTICES AND ATTACHMENTS: Prices offered shall include the cost of all required materials and operations necessary for the complete production and mailing in accordance with these specifications, except for Items I. Daily Beneficiary Notice Packages, II. Annual and Monthly Notice Packages, and IV. Additional Operations.

Includes printing/imaging in English or Spanish as required, trimming to size, gathering each piece in sequence, folding to size, and inserting into envelope. Only one makeready charge will be allowed for each piece of the Notice package regardless of language (A piece is defined as a notice or attachment in one or more languages).

	<u>Makeready and/or Setup Charges</u> (1)	<u>Running per 1,000 copies</u> (2)
A. Imaging Notice/Attachment with Static and Variable Data Face Only on 20# White Writingeach piece.....	\$ _____	\$ _____
B. Imaging Notice/Attachment with Static and Variable Data Face and Back on 20# White Writingeach piece.....	\$ _____	\$ _____
C. Imaging Notice/Attachment with Static and Variable Data Face Only on 20# Colored Writingeach piece.....	\$ _____	\$ _____
D. Imaging Notice/Attachment with Static and Variable Data Face and Back on 20# Colored Writingeach piece.....	\$ _____	\$ _____
E. Printing #10 Safety Envelopes (Miscellaneous Notices and Attachments Only)each envelope.....	\$ _____	\$ _____
F. Gathering, Folding, and Inserting Miscellaneous Notices and Attachments into Envelopes.....each piece.....	XXXX	\$ _____

IV. ADDITIONAL OPERATIONS: The price offered for each of the following operations must include the cost of all required materials and operations.

Mailing certification will provided by the Government; however, the Government reserves the right to require the contractor to accomplish the mailing certification. **A charge for Item IV. A. must be authorized by the Government.**

Copy changes will be made to the initial Letters and proofs will be required annually for the Daily Beneficiary Notices. When these changes are requested by CMS, the contractor will be allowed an additional charge under “Additional Operations” Item IV. B.

During the term of the contract, additional information may be required on an individual order for envelopes. When such changes are made to the standard envelope, the contractor will be allowed an Envelope charge under “Additional Operations” Item IV. C.

 (Initials)

RETURN THIS PAGE TO RPPO, COLUMBUS, OH

EXHIBIT A: CMS Clause 11: CMS Information Security (Page 1 of 2)

CMS Clause-11
CMS Information Security
Date: April 2008
Page 1 of 2

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

The central tenet of the CMS Information Security (IS) Program is that all CMS information and information systems shall be protected from unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft—whether accidental or intentional. The security safeguards to provide this protection shall be risk-based and business-driven with implementation achieved through a multi-layered security structure. All information access shall be limited based on a least-privilege approach and a need-to-know basis, i.e., authorized user access is only to information necessary in the performance of required tasks. Most of CMS' information relates to the health care provided to the nation's Medicare and Medicaid beneficiaries, and as such, has access restrictions as required under legislative and regulatory mandates.

The CMS IS Program has a two-fold purpose:

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

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

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

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

- P.L. 93-579, *The Privacy Act of 1974*, <http://www.usdoj.gov/oip/privstat.htm>, (as amended);
- P.L. 99-474, *Computer Fraud & Abuse Act of 1986*, www.usdoj.gov/criminal/cybercrime/ccmanual/01ccma.pdf P.L. 104-13,

EXHIBIT A: CMS Clause 11: CMS Information Security (Page 2 of 2)

CMS Clause-11
CMS Information Security
Date: April 2008
Page 2 of 2

Paperwork Reduction Act of 1978, as amended in 1995, U.S. Code 44 Chapter 35, www.archives.gov/federal-register/laws/paperwork-reduction;

- P.L. 104-208, *Clinger-Cohen Act of 1996* (formerly known as the Information Technology Management Reform Act), http://www.cio.gov/Documents/it_management_reform_act_Feb_1996.html;
- P.L. 104-191, *Health Insurance Portability and Accountability Act of 1996* (formerly known as the Kennedy-Kassenbaum Act) <http://aspe.hhs.gov/admsimp/pl104191.htm>;
- OMB Circular No. A-123, *Management's Responsibility for Internal Control*, December 21, 2004, http://www.whitehouse.gov/omb/circulars/a123/a123_rev.html;
- OMB Circular A-130, *Management of Federal Information Resources*, Transmittal 4, November 30, 2000, <http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>;
- NIST standards and guidance, <http://csrc.nist.gov/>; and,
- Department of Health and Human Services (DHHS) regulations, policies, standards and guidance <http://www.hhs.gov/policies/index.html>

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

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

- Implement their own IS program that adheres to CMS IS policies, standards, procedures, and guidelines, as well as industry best practices;
- Participate and fully cooperate with CMS IS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities;
- Provide upon request results from any other audits, reviews, evaluations, tests and/or assessments that involve CMS information or information systems;
- Report and process corrective actions for all findings, regardless of the source, in accordance with CMS procedures;
- Document its compliance with CMS security requirements and maintain such documentation in the systems security profile;
- Prepare and submit in accordance with CMS procedures, an incident report to CMS of any suspected or confirmed incidents that may impact CMS information or information systems; and
- Participate in CMS IT information conferences as directed by CMS.

EXHIBIT B: CMS Clause 09A-01 Security Clause (Page 1 of 5)

**CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
Page 1 of 5**

CMS SPECIFIC PROVISIONS FOR ALL NEW SOLICITATIONS AND CONTRACTS:

Security Clause -Background - Investigations for Contractor Personnel

If applicable, Contractor personnel performing services for CMS under this contract, task order or delivery order shall be required to undergo a background investigation. CMS will initiate and pay for any required background investigation(s).

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

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

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

1) High Risk (Level 6)

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

Major responsibilities that would require this level include:

- a. development and administration of CMS computer security programs, including direction and control of risk analysis and/or threat assessment;

EXHIBIT B: CMS Clause 09A-01 Security Clause (Page 2 of 5)

CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
Page 2 of 5

- b. significant involvement in mission-critical systems;
- c. preparation or approval of data for input into a system which does not necessarily involve personal access to the system but with relatively high risk of causing grave damage or realizing significant personal gain;
- d. other responsibilities that involve relatively high risk of causing damage or realizing personal gain;
- e. policy implementation;
- f. higher level management duties/assignments or major program responsibility; or
- g. independent spokespersons or non-management position with authority for independent action.

2) Moderate Risk (Level 5)

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

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

3) Low Risk (Level 1)

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

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

EXHIBIT B: CMS Clause 09A-01 Security Clause (Page 3 of 5)

**CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
Page 3 of 5**

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

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

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

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

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

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

The Contractor shall report immediately in writing to SEMG with copies to the CO and the PO, any adverse information regarding any of its employees that may impact their ability to perform under this contract, task order or delivery order. Reports should be based on reliable and substantiated information, not on rumor or innuendo. The report shall include the contractor employee's name and social security number, along with the adverse information being reported.

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

EXHIBIT B: CMS Clause 09A-01 Security Clause (Page 4 of 5)

CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
Page 4 of 5

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

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

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

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

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

Work Performed Outside the United States and its Territories

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

EXHIBIT B: CMS Clause 09A-01 Security Clause (Page 5 of 5)

CMS Clause-09A-01
Security Clause – New Contract Awards
Date: May 2007
Page 5 of 5

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

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

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EXHIBIT C: FAQ Supplement to CMS Security Clause 09A-01 (Page 1 of 3)

FAQ Supplement to CMS Security Clause 09A-01

Date: April 4, 2008

Page 1 of 3

CMS Security Clause 09A-01 is a mandatory clause required in all CMS contracts that require background investigations. This Frequently Asked Questions (FAQ) Supplement provides additional information specific to CMS print/mail contracts.

Acronyms

CMS – Centers for Medicare & Medicaid Services, Department of Health and Human Services
OMB – Office of Management and Budget, Executive Office of the President
OPM – United States Office of Personnel Management
PO – CMS Project Officer
PS – CMS Printing Specialist
PSC -- Program Support Center, Department of Health and Human Services
PII – Personally Identifiable Information (i.e. beneficiary name and address)
PIV – Personal Identity Verification
SEMG – CMS Security & Emergency Management Group

Who must apply for and receive a background investigation?

Contractor personnel with access to CMS' beneficiary PII under this contract *may be* required to undergo a background investigation. At a minimum, the two applicants for access to the Gentran mailbox *must* undergo a background investigation anticipated to be at a Public Trust Level 5. Depending on the outcome of the Preaward Security Survey and/or discussion at the Postaward Conference, additional contractor employees and/or subcontractors may be required to undergo background investigations. It is possible that everyone with access to the data processing and production areas, including janitors and maintenance technicians, must undergo a background investigation. SEMG and the PO will make this determination at the Postaward Conference.

Will production employees working on a different production line in the same room be subject to a CMS investigation? Even if they aren't working on a CMS job?

That will be determined by SEMG and the PO at the Postaward Conference. Depending on the sensitivity of the CMS job, it may be necessary to perform a background investigation on everyone with access to all work areas that contain CMS PII during performance of this contract. However, if the production line running the CMS job has limited and controlled access from other production lines, then workers outside of this area would not be subject to a CMS investigation.

What is a Security Investigation Liaison?

The contractor must appoint a Security Investigation Liaison to handle confidential personnel issues that may arise at any point during the background investigation process, and to serve as a point of contact to the Government for background investigation issues. The Liaison's duties will include attending the Postaward Conference, submitting background applications timely, and resolving any issues of inaccurate or incomplete data supplied by background investigation applicants. Where personal information is involved, SEMG may need to contact the background investigation applicant directly. The Security Investigation Liaison may be required to facilitate such contact. It is up to the contractor to decide if this should be the same or a different person who handles technical issues.

EXHIBIT C: FAQ Supplement to CMS Security Clause 09A-01 (Page 2 of 3)

GPO Program 2552-S, Attachment _____
FAQ Supplement to CMS Security Clause 09A-01
Date: April 4, 2008
Page 2 of 3

Where may I find copies of the forms listed in CMS Security Clause 09A-01?

Forms SF-85, SF-85P, OF-612, and OF-306 can be found on: www.forms.gov. However, applicants may not actually fill out these forms. These forms are listed for the similar data to be collected through "e-QIP" an online background investigation application process; more about that later in this FAQ.

The Credit Report Release Form and the FD-258 Fingerprint Card will be provided if deemed applicable at the Postaward Conference.

Form CMS-730A is provided as an attachment to this contract, contractor may reproduce as necessary at no cost to the Government. Contractor must submit a completed CMS-730A for each background investigation applicant to the PS within 5 workdays after notification by the PS. Original signatures are required on this form; therefore, photocopied signatures or fax transmission is not acceptable.

The Contractor is also required to submit a PIV Spreadsheet listing all background investigation applicants. This Microsoft Excel spreadsheet will be provided to the contractor by the PS after the Postaward Conference. The PIV Spreadsheet collects the following information for each background investigation applicant: SSN, Last Name, First Name, Middle Name, Suffix, Birth Date, City of Birth, County of Birth, Country of Birth, E-mail Address, Home Phone, Previous Federal Government Background Investigations Performed, and Contracting Firm.

Send completed forms to the PS; not to the SEMG address listed on page 3 of the attached CMS Clause-09A-01. As soon as the completed forms are prepared for shipment, the contractor must e-mail transmittal information (carrier, tracking numbers, estimated time of arrival at CMS) to the PS. Email addresses will be provided at the Postaward Conference.

What is "e-QIP"?

E-QIP is a secure internet website sponsored by OPM for submission of background investigation application information. After receipt of the properly completed CMS-730A forms and PIV spreadsheet, SEMG will notify Contractor's Security Liaison that background investigation applicants are invited to enter "e-QIP". Background investigation applicants will have a 14 calendar day window to complete the e-QIP online submission. The information requested in e-QIP is similar to Forms SF-85 and SF-85P. OMB has estimated the time to complete the e-QIP application takes an average of 120 minutes. At time of e-QIP invitation notification, SEMG will also notify the Security Liaison if paper copies of Forms OF-612 and OF-306 must also be submitted by the applicants within the same 14 day window. Potential bidders may find additional information about e-QIP on the internet at: <http://www.opm.gov/e-qip/>.

Why do I have to fill out a "Request for Physical Access to CMS Facilities" form?

While it is not anticipated that any contractor personnel will need physical access to CMS property, Form CMS-730A is also used to authorize CMS to perform a background investigation and to certify receipt of Privacy Act information by the applicant. Failure to provide a completed Form CMS-730A will cause a denial of access to CMS computer systems.

Why do I have to travel to CMS Central Office for fingerprinting?

CMS prefers to process electronic fingerprints generated in CMS or PSC offices. Electronic fingerprinting services are available at no cost at the CMS Central Office in Baltimore, and for a

EXHIBIT C: FAQ Supplement to CMS Security Clause 09A-01 (Page 3 of 3)

GPO Program 2552-S, Attachment _____
FAQ Supplement to CMS Security Clause 09A-01
Date: April 4, 2008
Page 3 of 3

fee at each of the regional PSC offices. PSC offices are located in downtown Federal buildings in the following cities: Boston, New York City, Philadelphia, Atlanta, Chicago, Dallas, Kansas City, Denver, San Francisco, and Seattle. Information regarding PSC locations, hours, fees, and procedures may be obtained by emailing: security@psc.hhs.gov.

If the contractor is unable to go to the above locations for electronic fingerprints, CMS will allow the contractor to obtain ink fingerprints (non-electronic) from their local police department. **Two sets** of ink fingerprints on FD-258 hard cards must be submitted to CMS directly from the police department. CMS will supply the contractor with blank FD-258 hard cards and a self addressed, stamped Priority Mail envelope for the contractor to give the police department for return of the fingerprint cards to CMS.

At the Postaward Conference, the contractor must be prepared to discuss where fingerprints will be obtained.

A number of my employees have undergone background checks by another Federal agency. Do they have to repeat the process for CMS?

That will be decided by SEMG and the PO at the Postaward Conference. If the employee performs a duty that requires a background investigation, and they have had a background investigation successfully performed by another Federal entity within the last year, then they may not have to repeat the entire process. That employee will still have to submit a CMS-730A and be listed on a PIV spreadsheet.

What happens if I don't report terminations, resignations, or adverse information of cleared people? If I do, you are going to charge me up to \$2,900 for the cost of the investigation.

The person assigned the User ID, and the contractor's company, remains responsible for all data collected via the Gentran mailbox. Failure to report terminations and resignations could result in this contract being terminated for default.

Reporting of adverse information will be investigated by SEMG and handled appropriately considering the nature of the adverse information. It is possible the User ID may be terminated immediately and the contractor may have to initiate clearance for another employee.

Is the investigation good for the entire term of the contract, including all option years?

Access to the Gentran mailbox must be renewed annually or the User ID will be revoked. The CMS-730A and PIV spreadsheet must also be submitted annually. Fingerprinting and entering data into e-QIP should only occur once unless there are changes to the employee's record that necessitate updates.

Is it possible that I can perform work outside the United States and its Territories?

No, not on contracts for CMS print/mail requirements.

PAGE 46 IS BLANK.

EXHIBIT D: HHS ID Badge Request (Page 1 of 6)

Applicant Instructions for Completing Form HHS-745, "HHS ID Badge Request"

Section A collects identifying information about Applicants needed to issue an HHS ID Badge. In some Federal agencies, Sponsors or other authorized officials will complete this section for Applicants. If you are an Applicant and are asked to complete Section A, follow the instructions below. During the ID Badge issuing process, you also will be asked to complete Section F.

Clearly print all information except for your signature.

Section A

1. Check the appropriate box to indicate why a new HHS ID Badge is being issued. If you check "Other," please indicate the reason in the space provided.
2. Enter your full legal name on the first line. If you have used other name(s), enter these names on the "Other Name(s) Used" line.
3. Enter your date of birth in mm/dd/yyyy format.
4. Enter your place of birth (city and state if born in the U.S. or city and country if foreign born).
5. Enter your Social Security Number (xxx-xx-xxxx).
6. Check whether you are a U.S. citizen. If you are not a U.S. citizen, enter the country where you are a citizen.
7. Enter your position title (include series and grade level).
8. Enter where you will be working. This could include the center, office, group, division, or institute. If you are a contractor Applicant, enter the organizational chain for the COTR's or Project Officer's division.
9. Enter the physical location (building and office) of your office, work area, or contract office.
10. Enter your work telephone number. If none, then list Contract Officer's, COTR's, or Project Officer's telephone number.
11. Enter your email address.

Contractors and others employed outside the Federal government, complete items 12 through 14.

12. Enter your company's name.
13. Enter your company's address.
14. Enter your company's telephone number.

All Applicants complete items 15 and 16.

15. Sign to authorize HHS to conduct the identity proofing/verification process and to certify that you understand that actions may be taken against you if you provide false information on this form.
16. Enter the date you signed.

Sections B, C, D, and E will be completed by HHS.

Section F

You will be given a copy of the Privacy Act Statement for this HHS ID Badge Request form and HHS ID Badge Rules.

72. Sign your name to certify that you have read and understand the Privacy Act Statement and HHS ID Badge Rules and that you agree to follow the HHS ID Badge rules.
73. Enter the date of your signature.

EXHIBIT D: HHS ID Badge Request (Page 2 of 6)

DEPARTMENT OF HEALTH AND HUMAN SERVICES Department of Health and Human Services (HHS) Identification (ID) Badge Request <i>(Other Federal Departments may call this type of ID badge a Personal Identity Verification [PIV] card)</i>	HHS ID BADGE ISSUING FACILITY IDENTIFICATION NUMBER
<p>Privacy Act Statement: The information on this form is collected by the Department of Health and Human Services (HHS) to issue you an identification badge called the HHS ID Badge. The purpose of the ID Badge is to help ensure the safety and security of government buildings, the people who work in them, and government computer systems. When you use your ID Badge an ID Badge system will verify that you are authorized to use government facilities. The system also will track and control the ID Badges that are issued. The authority to collect this information is 5 U.S.C. § 301; Presidential Memorandum on Upgrading Security at Federal Facilities, June 28, 1995; and Homeland Security Presidential Directive 12, August 27, 2004. The authority to request your Social Security number is Executive Order 9397. The disclosure of your Social Security number is voluntary, but it will assist in verifying your identity to process this application. The information on this form may be disclosed only with your written consent, except where permitted by the Privacy Act. The disclosures permitted by the Privacy Act include disclosure to: the Department of Justice, a court, or other government officials when the records are relevant and necessary to a law suit; the appropriate public authority (Federal, foreign, State, local, tribal, or otherwise) to enforce, investigate, or prosecute, when a record indicates a violation of law or regulation; a Member of Congress or congressional staff member at your written request; the National Archives and Records Administration for records management inspections; authorized Federal contractors, grantees, or volunteers who need access to the records to do agency work and who have agreed to comply with the Privacy Act; any source that has records an agency needs to decide whether to retain an employee, continue a security clearance, or agree to a contract, grant, license or benefit; Federal, State, or local agencies, entities, individuals, or foreign governments to enable an intelligence agency to carry out its responsibilities; the Office of Management and Budget to evaluate private relief legislation; and to other Federal agencies to notify them when your ID Badge is no longer valid. If you do not provide all of the requested information, we may deny you an ID Badge. Without an ID Badge, you will not have access to certain Federal facilities or systems. If using an ID Badge is a condition of your employment, not providing the information may prevent you from being able to work.</p>	
<p>A. Applicant Information <i>(To be completed by Applicant, Sponsor, or Authorized Official)</i></p>	
1. REASON FOR ISSUANCE <input type="checkbox"/> New Application <input type="checkbox"/> Renewal <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Damaged <input type="checkbox"/> Expired <input type="checkbox"/> Other (specify): _____	
2. NAME (Last, First, Middle) _____ OTHER NAME(S) USED _____	
3. DATE OF BIRTH (mm/dd/yyyy) _____ 4. PLACE OF BIRTH City _____ State or Province _____ Country _____	
5. SOCIAL SECURITY NUMBER (xxx-xx-xxxx) _____ 6. U.S. CITIZEN <input type="checkbox"/> Yes <input type="checkbox"/> No (specify citizenship): _____	
7. POSITION TITLE _____ 8. AGENCY / DIVISION _____	
9. BUILDING / OFFICE ADDRESS _____ 10. WORK PHONE _____	
_____ 11. EMAIL _____	
<p>For Contractors, complete lines 12 through 14</p>	
12. ORGANIZATION / COMPANY NAME _____ 13. ADDRESS OF ORGANIZATION / COMPANY _____	
14. TELEPHONE OF ORGANIZATION / COMPANY _____	
<p>To be completed by Applicant</p>	
I hereby authorize the release of information in this application to appropriate Federal agencies for the purposes of processing this application and verifying my identity. I also acknowledge that if I knowingly provide or assist in the provision of false information or non-verifiable information, and/or I purposely omit information, it could result in loss of access to HHS facilities and IT systems and in disciplinary action including removal from Federal service or a Federal contract, and I may be subject to prosecution under applicable Federal criminal and civil statutes.	
15. APPLICANT SIGNATURE _____ 16. DATE (mm/dd/yyyy) _____	
HHS-745 (5/07) PSC Graphics (301) 443-1090 EF Page 1	

EXHIBIT D: HHS ID Badge Request (Page 3 of 6)

APPLICANT NAME _____																																					
B. HHS ID Badge Request <i>(To be completed by Sponsor, after Section A has been completed)</i>																																					
17. ID BADGE TYPE <i>(choose ALL that apply)</i> <input type="checkbox"/> Foreign National <input type="checkbox"/> HHS Employee <input type="checkbox"/> Other Federal Employee: _____ <input type="checkbox"/> Contractor <input type="checkbox"/> Organizational Affiliate: _____																																					
18. EMERGENCY RESPONDER <input type="checkbox"/> Yes <input type="checkbox"/> No	19. POSITION SENSITIVITY LEVEL <input type="checkbox"/> Non-Sensitive (1) <input type="checkbox"/> National Security/Top Secret - SCI (4) <input type="checkbox"/> National Security/Secret or Confidential (2) <input type="checkbox"/> Public Trust/Moderate Risk (5) <input type="checkbox"/> National Security/Top Secret (3) <input type="checkbox"/> Public Trust/High Risk (6)																																				
20. ID BADGE EXPIRATION DATE <i>(mm/dd/yyyy)</i>																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #e0e0e0; font-weight: bold; font-size: small;">For Contractors, complete lines 21 through 27</td></tr> <tr><td colspan="2" style="font-weight: bold; font-size: small;">PROJECT OFFICER INFORMATION <i>(if not Sponsor)</i></td></tr> <tr><td colspan="2">21. NAME <i>(Last, First, Middle)</i></td></tr> <tr><td colspan="2">22. CENTER/OFFICE/GROUP/DIVISION</td></tr> <tr><td colspan="2">23. POSITION TITLE</td></tr> <tr><td>24. WORK PHONE</td><td>25. EMAIL</td></tr> <tr><td colspan="2" style="font-size: x-small;">I certify that the above Applicant will be participating on the contract identified on this form.</td></tr> <tr><td colspan="2">26. PROJECT OFFICER SIGNATURE</td></tr> <tr><td colspan="2">27. DATE <i>(mm/dd/yyyy)</i></td></tr> </table>	For Contractors, complete lines 21 through 27		PROJECT OFFICER INFORMATION <i>(if not Sponsor)</i>		21. NAME <i>(Last, First, Middle)</i>		22. CENTER/OFFICE/GROUP/DIVISION		23. POSITION TITLE		24. WORK PHONE	25. EMAIL	I certify that the above Applicant will be participating on the contract identified on this form.		26. PROJECT OFFICER SIGNATURE		27. DATE <i>(mm/dd/yyyy)</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #e0e0e0; font-weight: bold; font-size: small;">SPONSOR INFORMATION</td></tr> <tr><td colspan="2">28. NAME <i>(Last, First, Middle)</i></td></tr> <tr><td colspan="2">29. SPONSOR ID NUMBER <i>(or complete lines 30-33)</i></td></tr> <tr><td colspan="2">30. AGENCY/DIVISION</td></tr> <tr><td colspan="2">31. POSITION TITLE</td></tr> <tr><td>32. WORK PHONE</td><td>33. EMAIL</td></tr> <tr><td colspan="2" style="font-size: x-small;">For Contractors, complete lines 34 - 36</td></tr> <tr><td colspan="2">34. APPLICANT CONTRACT NO.</td></tr> <tr><td>35. CONTRACT START <i>(mm/dd/yyyy)</i></td><td>36. CONTRACT EXPIRATION <i>(mm/dd/yyyy)</i></td></tr> </table>	SPONSOR INFORMATION		28. NAME <i>(Last, First, Middle)</i>		29. SPONSOR ID NUMBER <i>(or complete lines 30-33)</i>		30. AGENCY/DIVISION		31. POSITION TITLE		32. WORK PHONE	33. EMAIL	For Contractors, complete lines 34 - 36		34. APPLICANT CONTRACT NO.		35. CONTRACT START <i>(mm/dd/yyyy)</i>	36. CONTRACT EXPIRATION <i>(mm/dd/yyyy)</i>
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<p>I agree to sponsor the above Applicant for an HHS ID Badge and certify that the information provided in Sections A and B are complete and accurate to the best of my knowledge. I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service and I may be subject to prosecution under applicable Federal criminal and civil statutes.</p>																																					
37. SPONSOR SIGNATURE _____	38. DATE <i>(mm/dd/yyyy)</i> _____																																				
C. Identity Proofing <i>(To be completed by Sponsor, Enrollment Official, or Registrar after Section B has been completed)</i>																																					
<p>If the Applicant does not require a background investigation and is in possession of an undamaged, uncompromised, unexpired HHS ID Badge, you may complete all of Section C or only complete items 41-42 and 49-50.</p>																																					
39. COPIES OF ID SOURCE DOCUMENTS ATTACHED? <input type="checkbox"/> Yes <input type="checkbox"/> No	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #e0e0e0; font-weight: bold; font-size: small;">IDENTITY PROOFER INFORMATION</td></tr> <tr><td colspan="2">41. NAME (LAST, FIRST, MIDDLE)</td></tr> <tr><td colspan="2">42. IDENTITY PROOFER ID NUMBER</td></tr> </table>	IDENTITY PROOFER INFORMATION		41. NAME (LAST, FIRST, MIDDLE)		42. IDENTITY PROOFER ID NUMBER																															
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40. DID APPLICANT PRESENT TWO FORMS OF IDENTIFICATION, ONE OF WHICH WAS A PHOTO ID ISSUED BY A STATE OR THE FEDERAL GOVERNMENT? <input type="checkbox"/> Yes <input type="checkbox"/> No	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #e0e0e0; font-weight: bold; font-size: small;">IDENTITY SOURCE DOCUMENT ONE</td></tr> <tr><td colspan="2">43. NAME</td></tr> <tr><td colspan="2">44. DOC. TITLE</td></tr> <tr><td colspan="2">45. DOC. EXPIRATION DATE <i>(mm/dd/yyyy)</i></td></tr> <tr><td colspan="2" style="background-color: #cccccc;"> </td></tr> </table>	IDENTITY SOURCE DOCUMENT ONE		43. NAME		44. DOC. TITLE		45. DOC. EXPIRATION DATE <i>(mm/dd/yyyy)</i>																													
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #e0e0e0; font-weight: bold; font-size: small;">IDENTITY SOURCE DOCUMENT TWO</td></tr> <tr><td colspan="2">46. NAME</td></tr> <tr><td colspan="2">47. DOC. TITLE</td></tr> <tr><td colspan="2">48. DOC. EXPIRATION DATE <i>(mm/dd/yyyy)</i></td></tr> <tr><td colspan="2" style="background-color: #cccccc;"> </td></tr> </table>	IDENTITY SOURCE DOCUMENT TWO		46. NAME		47. DOC. TITLE		48. DOC. EXPIRATION DATE <i>(mm/dd/yyyy)</i>				<p>I certify that the above Applicant appeared before me and presented two ID source documents, which to the best of my knowledge appeared to be genuine, or presented an undamaged uncompromised, unexpired HHS ID Badge and does not require a background investigation. I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service, and I may be subject to prosecution under applicable Federal criminal and civil statutes.</p>																										
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<table style="width: 100%; border: none;"> <tr> <td style="border: none;">HHS-745 (5/07)</td> <td style="border: none; text-align: right;">Page 2</td> </tr> </table>		HHS-745 (5/07)	Page 2																																		
HHS-745 (5/07)	Page 2																																				

EXHIBIT D: HHS ID Badge Request (Page 4 of 6)

APPLICANT NAME _____							
D. HHS ID Badge Approval <i>(To be completed by Registrar, after Section C has been completed)</i>							
If the Applicant does not require a background investigation and is in possession of an undamaged, uncompromised, unexpired HHS ID Badge, you may complete all of Section D or only complete items 51 and 57-60.							
51. RECIPROcity VERIFIED <i>(if applicable)</i> PIPS RECORD ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable	52. TYPE OF BACKGROUND INVESTIGATION TO COMPLETE <input type="checkbox"/> SAC <input type="checkbox"/> CNACI <input type="checkbox"/> ANACI <input type="checkbox"/> BI <input type="checkbox"/> NAC <input type="checkbox"/> NACIC <input type="checkbox"/> MBI <input type="checkbox"/> SSBI <input type="checkbox"/> NACI <input type="checkbox"/> NACLc <input type="checkbox"/> LBI <input type="checkbox"/> SSBI-PR						
53. FBI FINGERPRINT CHECK RESULTS RECEIVED <i>(mm/dd/yyyy)</i>	54. FAVORABLE RESULTS? <input type="checkbox"/> Yes <input type="checkbox"/> No						
55. BACKGROUND INVESTIGATION COMPLETED <i>(mm/dd/yyyy)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="background-color: #e0e0e0; padding: 2px;">REGISTRAR INFORMATION</th> </tr> <tr> <td style="padding: 2px;">57. NAME <i>(Last, First, Middle)</i></td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 2px;">58. REGISTRAR ID NUMBER</td> <td></td> </tr> </table>	REGISTRAR INFORMATION		57. NAME <i>(Last, First, Middle)</i>		58. REGISTRAR ID NUMBER	
REGISTRAR INFORMATION							
57. NAME <i>(Last, First, Middle)</i>							
58. REGISTRAR ID NUMBER							
56. COMMENTS _____							
I hereby <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove issuance of an HHS ID Badge to the above-named Applicant. I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service, and I may be subject to prosecution under applicable Federal criminal and civil statutes.							
59. REGISTRAR SIGNATURE _____	60. DATE <i>(mm/dd/yyyy)</i> _____						
E. HHS ID Badge Details <i>(To be completed by Issuer, after Section D has been completed)</i>							
61. NAME ON ID BADGE _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="background-color: #e0e0e0; padding: 2px;">ISSUER INFORMATION</th> </tr> <tr> <td style="padding: 2px;">64. NAME <i>(Last, First, Middle)</i></td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 2px;">65. ISSUER ID NUMBER</td> <td></td> </tr> </table>	ISSUER INFORMATION		64. NAME <i>(Last, First, Middle)</i>		65. ISSUER ID NUMBER	
ISSUER INFORMATION							
64. NAME <i>(Last, First, Middle)</i>							
65. ISSUER ID NUMBER							
62. ID BADGE NUMBER _____	63. ID BADGE EXPIRATION DATE <i>(mm/dd/yyyy)</i> _____						
<input type="checkbox"/> I confirm that the (1) ID Badge Request received from the Sponsor is valid, and (2) approval notification received from the Registrar is valid.							
<input type="checkbox"/> I have verified that the individual collecting the ID Badge is the Applicant and have issued the ID Badge to the Applicant.							
<input type="checkbox"/> I have mailed the ID Badge and this form to _____ in Remote Office _____ on this date <i>(mm/dd/yyyy)</i> _____.							
I hereby acknowledge that if I knowingly provide or assist in the provision of false information, non-verifiable information, and/ or I purposely omit information, I may be subject to disciplinary action up to and including removal from the Federal service, and I may be subject to prosecution under applicable Federal criminal and civil statutes.							
66. ISSUER SIGNATURE _____	67. DATE <i>(mm/dd/yyyy)</i> _____						
FOR REMOTE ISSUERS <input type="checkbox"/> I have verified that the individual collecting the ID Badge is the Applicant and have issued the ID Badge to the Applicant.							
68. REMOTE ISSUER NAME <i>(Last, First, Middle)</i> _____	69. REMOTE ISSUER ID _____						
70. REMOTE ISSUER SIGNATURE _____	71. DATE <i>(mm/dd/yyyy)</i> _____						
F. Applicant Acknowledgement <i>(To be completed by Applicant, after Section E has been completed)</i>							
I have read and understand the Privacy Act Statement and HHS ID Badge Rules that were given to me. I accept the HHS ID Badge and agree to abide by the HHS ID Badge Rules.							
72. APPLICANT SIGNATURE _____	73. DATE <i>(mm/dd/yyyy)</i> _____						
HHS-745 (5/07)	Page 3						

EXHIBIT D: HHS ID Badge Request (Page 5 of 6)

Privacy Act Statement (*Applicant Copy*)

The information on this form is collected by the Department of Health and Human Services (HHS) to issue you an identification badge called the HHS ID Badge. The purpose of the ID Badge is to help ensure the safety and security of government buildings, the people who work in them, and government computer systems. When you use your ID Badge an ID Badge system will verify that you are authorized to use government facilities. The system also will track and control the ID Badges that are issued. The authority to collect this information is 5 U.S.C. § 301; Presidential Memorandum on Upgrading Security at Federal Facilities, June 28, 1995; and Homeland Security Presidential Directive 12, August 27, 2004. The authority to request your Social Security number is Executive Order 9397. The disclosure of your Social Security number is voluntary, but it will assist in verifying your identity to process this application.

The information on this form may be disclosed only with your written consent, except where permitted by the Privacy Act. The disclosures permitted by the Privacy Act include disclosure to: the Department of Justice, a court, or other government officials when the records are relevant and necessary to a law suit; the appropriate public authority (Federal, foreign, State, local, tribal, or otherwise) to enforce, investigate, or prosecute, when a record indicates a violation of law or regulation; a Member of Congress or congressional staff member at your written request; the National Archives and Records Administration for records management inspections; authorized Federal contractors, grantees, or volunteers who need access to the records to do agency work and who have agreed to comply with the Privacy Act; any source that has records an agency needs to decide whether to retain an employee, continue a security clearance, or agree to a contract, grant, license or benefit; Federal, State, or local agencies, entities, individuals, or foreign governments to enable an intelligence agency to carry out its responsibilities; the Office of Management and Budget to evaluate private relief legislation; and to other Federal agencies to notify them when your ID Badge is no longer valid.

If you do not provide all of the requested information, we may deny you an ID Badge. Without an ID Badge, you will not have access to certain Federal facilities or systems. If using an ID Badge is a condition of your employment, not providing the information may prevent you from being able to work.

EXHIBIT D: HHS ID Badge Request (Page 6 of 6)

Department of Health and Human Services (HHS) ID Badge Rules *(Applicant Copy)*

The rules associated with the HHS ID Badge include but are not limited to

- Do not attempt to clone, modify, or obtain data from any HHS ID Badge.
- Protect and safeguard your ID Badge.
- If your ID Badge is lost or stolen, you must report the missing ID Badge within 24 hours of noting its disappearance. Your ID Badge will be disabled and you will have to apply for a replacement.
- If you become aware of any violation of these requirements or suspect that your ID Badge may have been used by someone else, immediately report that information to your agency's ID Badge issuing authority.
- You must request a new ID Badge within 30 days in the event of any change which may affect the ability to determine that you are the individual associated with the ID Badge (e.g., name change). You will provide documentation showing the reason for any such change where applicable.
- As part of the HHS exit process, you are to return your ID Badge to the designated official at your agency on your last day of employment at HHS or at the expiration of your authorized access to HHS facilities and/or IT systems.
- Do not attempt to assist others in gaining unauthorized access to Federal facilities or information. Accept responsibility for the whereabouts and conduct of any and all persons whom you have signed in (i.e., authorized admittance) to HHS facilities. All persons signed into HHS facilities are considered visitors. Only visitor badges will be issued.
- Do not disclose or lend your identification number and/or password to someone else to gain access to HHS IT systems. They are for your use only and serve as your electronic signature. This means that you may be held responsible for the consequences of unauthorized access or illegal transactions.

EXHIBIT E: Application for Access to CMS computer Systems (Page 1 of 3)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
 CENTERS FOR MEDICARE & MEDICAID SERVICES
 EUA WorkFlow Request No.

APPLICATION FOR ACCESS TO CMS COMPUTER SYSTEMS

1. TYPE OF REQUEST (Check only one):

- NEW (Issue a CMS UserID)
 CONNECT/DISCONNECT (Add/remove access authorities)
 CERTIFY (Due date: / /)
 CHANGE USER INFORMATION (Note new info)
 DELETE (Remove CMS UserID from all CMS systems)

USERID (Capital Letters)			

2. USER INFORMATION

- | | |
|---|---|
| <input type="checkbox"/> CMS Employee
<input type="checkbox"/> Medicare Advantage / Medicare Advantage with Prescription Drug / Prescription Drug Plan / Cost Contracts – Using HPMS Only
<input type="checkbox"/> Medicare Advantage / Medicare Advantage with Prescription Drug / Prescription Drug Plan / Cost Contracts – Using Other Systems
<input type="checkbox"/> CITIC Contractor
<input type="checkbox"/> Program Safeguard Contractor
<input type="checkbox"/> Medicare Contractor/Intermediary/Carrier
<input type="checkbox"/> Contractor (non-Medicare contract with CMS)
<input type="checkbox"/> Researcher
<input type="checkbox"/> Quality Improvement Organization
<input type="checkbox"/> End-Stage Renal Disease Network
<input type="checkbox"/> State Agency (State of _____)
<input type="checkbox"/> Federal Govt – Baltimore HR Center | <input type="checkbox"/> Federal Govt – Centers for Disease Control & Prevention
<input type="checkbox"/> Federal Govt – Commission Corps
<input type="checkbox"/> Federal Govt – Dept of Health & Human Services
<input type="checkbox"/> Federal Govt – HHS – OMHA
<input type="checkbox"/> Federal Govt – Dept of Justice
<input type="checkbox"/> Federal Govt – Dept of Veterans Affairs
<input type="checkbox"/> Federal Govt – Government Accountability Office
<input type="checkbox"/> Federal Govt – General Services Administration
<input type="checkbox"/> Federal Govt – Internal Revenue Service
<input type="checkbox"/> Federal Govt – Office of General Counsel
<input type="checkbox"/> Federal Govt – Office of Inspector General
<input type="checkbox"/> Federal Govt – Railroad Retirement Board
<input type="checkbox"/> Federal Govt – Social Security Administration
<input type="checkbox"/> Federal Govt – Other: _____
<input type="checkbox"/> Other: _____ |
|---|---|

First Name (As you want it published)	MI	Last Name (As you want it published)
---------------------------------------	----	--------------------------------------

Company/Organization/Department Name

Mailing Address (Include Suite/Mailstop)

City	State	ZIP Code
------	-------	----------

Office Telephone (Include Extension)	Company Telephone (If different)	E-Mail Address
--------------------------------------	----------------------------------	----------------

IF CMS EMPLOYEE Org Name/Admin Code	Are you a Manager? <input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------	--

IF ONSITE AT CMS LOCATION CMS Region/Facility (Check One)

- | | |
|--|---|
| <input type="checkbox"/> R4 (AFC) Atlanta
<input type="checkbox"/> R10 (BLNCH) Seattle
<input type="checkbox"/> CO (CENTRAL) Central Office
<input type="checkbox"/> R5 (CHIICB) Chicago
<input type="checkbox"/> DC (COHEN) DC
<input type="checkbox"/> R6 (DAL1301) Dallas
<input type="checkbox"/> R8 (DENCSB) Denver
<input type="checkbox"/> R7 (FOBKAN) Kansas City | <input type="checkbox"/> DC (HHH) DC
<input type="checkbox"/> R9 (HWTHRN) San Francisco
<input type="checkbox"/> R1 (JFKBOS) Boston
<input type="checkbox"/> R2 (JKJNYC) New York
<input type="checkbox"/> CO (LBDCO) Central Office
<input type="checkbox"/> CO (NORTH) Central Office
<input type="checkbox"/> R3 (PHIPLB) Philadelphia
<input type="checkbox"/> CO (SOUTH) Central Office
<input type="checkbox"/> Other _____ |
|--|---|

Mail Stop	Desk Location
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EXHIBIT E: Application for Access to CMS computer Systems (Page 2 of 3)

3. WORKLOAD INFORMATION

Contract Number(s) (for Medicare Advantage/Medicare Advantage with Prescription Drug/Prescription Drug Plan/Cost Contracts — Hxxxx, Sxxxx, etc.)

Carrier Number(s) (for Medicare Contractors/Intermediaries/Carriers — 12345)

Contract and Task Number (for Contractors — CMS-05-0001 : 0001)

Grant Number (for Researchers)

Inter-Agency Agreement Number

4. REQUIRED ACCESSES (See <http://www.cms.hhs.gov/mdcni/bmcjcreport.asp> for list of available jobcodes)

- | | | | | | | | |
|----------------------------------|-------------------------------------|-------------------------------|--|----------------------------------|-------------------------------------|-------------------------------|-------|
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | Default CMS Employee
<small>(standard desktop & network with CMS e-mail acct)</small> | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | Default Non-CMS Employee
<small>(standard network access)</small> | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |
| <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ | <input type="checkbox"/> Connect | <input type="checkbox"/> Disconnect | <input type="checkbox"/> Keep | _____ |

5. JUSTIFICATION (if name change, show Old Name =, New Name =)

6. APPROVALS: (See <http://www.cms.hhs.gov/mdcni/reqsigchart.pdf> for approval info)

PROVIDE SIGNATURES BELOW OR APPROVE ONLINE EUA WORKFLOW REQUEST NUMBER REFERENCED ON PAGE 1.

Authorization: We acknowledge that our Organization is responsible for all resources to be used by the person identified above and that requested accesses are required to perform their duties. We have reviewed and verified the workload information supplied is accurate and appropriate. We understand that any change in employment status or access needs are to be reported immediately via submittal of this form or EUA WorkFlow request.

1st APPROVER (CMS Project Officer, CMS Contact, CMS Supervisor, MCIC Contact, etc.)

Printed Name		Telephone Number
CMS UserID	Signature	Date

2nd APPROVER (Not required for CMS employees, BHRC or Commissioned Corps)

Printed Name		Telephone Number
CMS UserID	Signature	Date

APPLICANT: Read, complete and sign next page.

EXHIBIT E: Application for Access to CMS computer Systems (Page 3 of 3)

EUA WorkFlow Request No.

APPLICATION FOR ACCESS TO CMS COMPUTER SYSTEMS

Printed Name *(As you want it published)*

Social Security Number

Date of Birth

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CMS USERID

PRIVACY ACT STATEMENT

The information on page 1 of this form is collected and maintained under the authority of Title 5 U.S. Code, Section 552a(e)(10) (The Privacy Act of 1974). This information is used for assigning, controlling, tracking, and reporting authorized access to and use of CMS's computerized information and resources. The Privacy Act prohibits disclosure of information from records protected by the statute, except in limited circumstances.

The information you furnish on this form will be maintained in the Individuals Authorized Access to the Centers for Medicare & Medicaid Services (CMS) Data Center Systems of Records and may be disclosed as a routine use disclosure under the routine uses established for this system as published at 59 FED.REG.41329 (08-11-94) and as CMS may establish in the future by publication in the Federal Register.

The Social Security Number (SSN) is used as an identifier in the Federal Service because of the large number of present and former Federal employees and applicants whose identity can only be distinguished by use of the SSN. Collection of the SSN is authorized by Executive Order 9397. Furnishing the information on this form, including your Social Security Number, is voluntary. However, if you do not provide this information, you will not be granted access to CMS computer systems.

SECURITY REQUIREMENTS FOR USERS OF CMS COMPUTER SYSTEMS

CMS uses computer systems that contain sensitive information to carry out its mission. Sensitive information is any information, which the loss, misuse, or unauthorized access to, or modification of could adversely affect the national interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under the Privacy Act. To ensure the security and privacy of sensitive information in Federal computer systems, the Computer Security Act of 1987 requires agencies to identify sensitive computer systems, conduct computer security training, and develop computer security plans. CMS maintains a system of records for use in assigning, controlling, tracking, and reporting authorized access to and use of CMS's computerized information and resources. CMS records all access to its computer systems and conducts routine reviews for unauthorized access to and/or illegal activity.

Anyone with access to CMS Computer Systems containing sensitive information must abide by the following:

- Do not disclose or lend your IDENTIFICATION NUMBER AND/OR PASSWORD to someone else. They are for your use only and serve as your electronic signature. This means that you may be held responsible for the consequences of unauthorized or illegal transactions.
- Do not browse or use CMS data files for unauthorized or illegal purposes.
- Do not use CMS data files for private gain or to misrepresent yourself or CMS.
- Do not make any disclosure of CMS data that is not specifically authorized.
- Do not duplicate CMS data files, create subfiles of such records, remove or transmit data unless you have been specifically authorized to do so.
- Do not change, delete, or otherwise alter CMS data files unless you have been specifically authorized to do so.
- Do not make copies of data files, with identifiable data, or data that would allow individual identities to be deduced unless you have been specifically authorized to do so.
- Do not intentionally cause corruption or disruption of CMS data files.

A violation of these security requirements could result in termination of systems access privileges and/or disciplinary/adverse action up to and including removal from Federal Service, depending upon the seriousness of the offense. In addition, Federal, State, and/or local laws may provide criminal penalties for any person illegally accessing or using a Government-owned or operated computer system illegally.

If you become aware of any violation of these security requirements or suspect that your identification number or password may have been used by someone else, immediately report that information to your component's Information Systems Security Officer.

Applicant's Signature

Date

PAGE 56 IS BLANK.

EXHIBIT F: Data Use Agreement (DUA) (Page 1 of 6)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

INSTRUCTIONS FOR COMPLETING THE DATA USE AGREEMENT (DUA) FORM CMS-R-0235

(AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) DATA CONTAINING INDIVIDUAL IDENTIFIERS)

This agreement must be executed prior to the disclosure of data from CMS' Systems of Records to ensure that the disclosure will comply with the requirements of the Privacy Act, the Privacy Rule and CMS data release policies. It must be completed prior to the release of, or access to, specified data files containing protected health information and individual identifiers.

Directions for the completion of the agreement follow:

Before completing the DUA, please note the language contained in this agreement cannot be altered in any form.

- First paragraph, enter the Requestor's Organization Name.
- Section #1, enter the Requestor's Organization Name.
- Section #4 enter the Study and/or Project Name and CMS contract number if applicable for which the file(s) will be used.
- Section #5 should delineate the files and years the Requestor is requesting. Specific file names should be completed. If these are unknown, you may contact a CMS representative to obtain the correct names. The System of Record (SOR) should be completed by the CMS contact or Project Officer. The SOR is the source system the data came from.
- Section #6, complete by entering the Study/Project's anticipated date of completion.
- Section #12 will be completed by the User.
- Section #16 is to be completed by Requestor.
- Section #17, enter the Custodian Name, Company/Organization, Address, Phone Number (including area code), and E-Mail Address (if applicable). The Custodian of files is defined as that person who will have actual possession of and responsibility for the data files. **This section should be completed even if the Custodian and Requestor are the same.** This section will be completed by Custodian.
- Section #18 will be completed by a CMS representative.
- Section #19 should be completed if your study is funded by one or more other Federal Agencies. The Federal Agency name (other than CMS) should be entered in the blank. The Federal Project Officer should complete and sign the remaining portions of this section. If this does not apply, leave blank.
- Sections #20a AND 20b will be completed by a CMS representative.
- Addendum, CMS-R-0235A, should be completed when additional custodians outside the requesting organization will be accessing CMS identifiable data.

Once the DUA is received and reviewed for privacy and policy issues, a completed and signed copy will be sent to the Requestor and CMS Project Officer, if applicable, for their files.

EXHIBIT F: Data Use Agreement (DUA) (Page 2 of 6)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

Form Approved
OMB No. 0938-0734

DATA USE AGREEMENT

DUA #

**(AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)
DATA CONTAINING INDIVIDUAL IDENTIFIERS)**

CMS agrees to provide the User with data that reside in a CMS Privacy Act System of Records as identified in this Agreement. In exchange, the User agrees to pay any applicable fees; the User agrees to use the data only for purposes that support the User's study, research or project referenced in this Agreement, which has been determined by CMS to provide assistance to CMS in monitoring, managing and improving the Medicare and Medicaid programs or the services provided to beneficiaries; and the User agrees to ensure the integrity, security, and confidentiality of the data by complying with the terms of this Agreement and applicable law, including the Privacy Act and the Health Insurance Portability and Accountability Act. In order to secure data that reside in a CMS Privacy Act System of Records; in order to ensure the integrity, security, and confidentiality of information maintained by the CMS; and to permit appropriate disclosure and use of such data as permitted by law, CMS and _____ enter into this agreement to comply with the following specific paragraphs. *(Requestor)*

1. This Agreement is by and between the Centers for Medicare & Medicaid Services (CMS), a component of the U.S. Department of Health and Human Services (HHS), and _____, hereinafter termed "User." *(Requestor)*
2. This Agreement addresses the conditions under which CMS will disclose and the User will obtain, use, reuse and disclose the CMS data file(s) specified in section 5 and/or any derivative file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in section 5 and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any grant award or other prior communication from the Department of Health and Human Services or any of its components with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the CMS point-of-contact or the CMS signatory to this Agreement shown in section 20.
3. The parties mutually agree that CMS retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by CMS.
4. The User represents, and in furnishing the data file(s) specified in section 5 CMS relies upon such representation, that such data file(s) will be used solely for the following purpose(s).

Name of Study/Project _____

CMS Contract No. *(if applicable)* _____

The User represents further that the facts and statements made in any study or research protocol or project plan submitted to CMS for each purpose are complete and accurate. Further, the User represents that said study protocol(s) or project plans, that have been approved by CMS or other appropriate entity as CMS may determine, represent the total use(s) to which the data file(s) specified in section 5 will be put.

The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in an Attachment to this Agreement or except as CMS shall authorize in writing or as otherwise required by law, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., individual's access to the data will be on a need-to-know basis).

EXHIBIT F: Data Use Agreement (DUA) (Page 4 of 6)

9. The User agrees not to disclose direct findings, listings, or information derived from the file(s) specified in section 5, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death.

The User agrees that any use of CMS data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified in section 4 (regardless of whether the report or other writing expressly refers to such purpose, to CMS, or to the files specified in section 5 or any data derived from such files) must adhere to CMS' current cell size suppression policy. **This policy stipulates that no cell (e.g. admittances, discharges, patients, services) 10 or less may be displayed.** Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. By signing this Agreement you hereby agree to abide by these rules and, therefore, will not be required to submit any written documents for CMS review. If you are unsure if you meet the above criteria, you may submit your written products for CMS review. CMS agrees to make a determination about approval and to notify the user within 4 to 6 weeks after receipt of findings. CMS may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries.

10. The User agrees that, absent express written authorization from the appropriate System Manager or the person designated in section 20 of this Agreement to do so, the User shall not attempt to link records included in the file(s) specified in section 5 to any other individually identifiable source of information. This includes attempts to link the data to other CMS data file(s). A protocol that includes the linkage of specific files that has been approved in accordance with section 4 constitutes express authorization from CMS to link files as described in the protocol.
11. The User understands and agrees that they may not reuse original or derivative data file(s) without prior written approval from the appropriate System Manager or the person designated in section 20 of this Agreement.
12. The parties mutually agree that the following specified Attachments are part of this Agreement:

-
13. The User agrees that in the event CMS determines or has a reasonable belief that the User has made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written authorization from the appropriate System Manager or the person designated in section 20 of this Agreement, CMS, at its sole discretion, may require the User to: (a) promptly investigate and report to CMS the User's determinations regarding any alleged or actual unauthorized use, reuse or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by CMS, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by CMS, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by CMS, return data files to CMS or destroy the data files it received from CMS under this agreement. The User understands that as a result of CMS's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, CMS may refuse to release further CMS data to the User for a period of time to be determined by CMS.

The User agrees to report any breach of personally identifiable information (PII) from the CMS data file(s), loss of these data or disclosure to any unauthorized persons to the CMS Action Desk by telephone at (410) 786-2580 or by e-mail notification at cms_it_service_desk@cms.hhs.gov within one hour and to cooperate fully in the federal security incident process. While CMS retains all ownership rights to the data file(s), as outlined above, the User shall bear the cost and liability for any breaches of PII from the data file(s) while they are entrusted to the User. Furthermore, if CMS determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the User agrees to carry out these remedies without cost to CMS.

EXHIBIT F: Data Use Agreement (DUA) (Page 5 of 6)

14. The User hereby acknowledges that criminal penalties under §1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), including a fine not exceeding \$10,000 or imprisonment not exceeding 5 years, or both, may apply to disclosures of information that are covered by § 1106 and that are not authorized by regulation or by Federal law. The User further acknowledges that criminal penalties under the Privacy Act (5 U.S.C. § 552a(i) (3)) may apply if it is determined that the Requestor or Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses. Any person found to have violated sec. (i)(3) of the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000. Finally, the User acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s), or received the file(s) knowing that they were stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than 10 years, or both; but if the value of such property does not exceed the sum of \$1,000, they shall be fined under Title 18 or imprisoned not more than 1 year, or both.
15. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of potential criminal or administrative penalties for violation of the terms of the Agreement.
16. On behalf of the User the undersigned individual hereby attests that he or she is authorized to legally bind the User to the terms this Agreement and agrees to all the terms specified herein.

Name and Title of User <i>(typed or printed)</i>		
Company/Organization		
Street Address		
City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(if applicable)</i>
Signature		Date

17. The parties mutually agree that the following named individual is designated as Custodian of the file(s) on behalf of the User and will be the person responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify CMS within fifteen (15) days of any change of custodianship. The parties mutually agree that CMS may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

The Custodian hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees to comply with all of the provisions of this Agreement on behalf of the User.

Name of Custodian <i>(typed or printed)</i>		
Company/Organization		
Street Address		
City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(if applicable)</i>
Signature		Date

EXHIBIT F: Data Use Agreement (DUA) (Page 6 of 6)

18. The disclosure provision(s) that allows the discretionary release of CMS data for the purpose(s) stated in section 4 follow(s). (To be completed by CMS staff.) _____

19. On behalf of _____ the undersigned individual hereby acknowledges that the aforesaid Federal agency sponsors or otherwise supports the User's request for and use of CMS data, agrees to support CMS in ensuring that the User maintains and uses CMS's data in accordance with the terms of this Agreement, and agrees further to make no statement to the User concerning the interpretation of the terms of this Agreement and to refer all questions of such interpretation or compliance with the terms of this Agreement to the CMS official named in section 20 (or to his or her successor).

Typed or Printed Name		Title of Federal Representative
Signature		Date
Office Telephone (Include Area Code)		E-Mail Address (if applicable)

20. The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of CMS.

On behalf of CMS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of CMS Representative (typed or printed)		
Title/Component		
Street Address		Mail Stop
City	State	ZIP Code
Office Telephone (Include Area Code)		E-Mail Address (if applicable)
A. Signature of CMS Representative		Date
B. Concur/Nonconcur — Signature of CMS System Manager or Business Owner		Date
Concur/Nonconcur — Signature of CMS System Manager or Business Owner		Date
Concur/Nonconcur — Signature of CMS System Manager or Business Owner		Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0734. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: Reports Clearance Officer, Baltimore, Maryland 21244-1850.

EXHIBIT G: Certificate of Data Destruction (Page 1 of 2)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

FORM APPROVED
OMB NO. 0938-1046

**DATA USE AGREEMENT (DUA) CERTIFICATE OF DISPOSITION (COD) FOR DATA ACQUIRED
FROM THE CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)**

This certificate is to be completed and submitted to CMS to certify the destruction/discontinued use of all CMS data covered by the listed Data Use Agreement (DUA) at all locations and/or under the control of all individuals with access to the data. This includes any and all original files, copies made of the files, any derivatives or subsets of the files and any manipulated files. The requester may not retain any copies, derivatives or manipulated files – all files must be destroyed or properly approved in writing by CMS for continued use under an additional DUA(s). CMS will close the listed DUA upon receipt and review of this certificate and provide e-mail confirmation to the submitter of the certificate.

Directions for the completion of the certificate follow:

- Item # 1 Provide the Requester's Organization
- Item # 2 Provide the DUA #
- Item # 3 Check only one (1) box regarding the disposition of the DUA. List exactly as identified in the DUA all original files and applicable years associated with this DUA.
- Item # 4 Certification statement
- Item # 5 Print name of individual signing the form
- Item # 6 Phone # of individual signing the form
- Item # 7 Date signed
- Item # 8 E-mail address of individual signing the form
- Item # 9a (optional) Alternate point of contact (POC) name and phone
- Item # 9b (optional) Alternate POC e-mail
- Item # 10 Signature (must be individual listed in item # 6) (use entire box for digital signatures if available)

If digitally signed, attach the form to an e-mail; otherwise, please sign, scan and attach to an e-mail and send to DataUseAgreement@cms.hhs.gov. For individuals requiring assistance, please send an e-mail to DataUseAgreement@cms.hhs.gov.

Please visit our web site at www.cms.gov/privacy for the most current information regarding DUAs including information about digitally signing DUA forms.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1046. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

EXHIBIT G: Certificate of Data Destruction (Page 2 of 2)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES
7500 Security Boulevard
Baltimore, Maryland 21244-1850

CMS Use Only
Closed by: _____
Date Closed: _____

**DATA USE AGREEMENT (DUA) CERTIFICATE OF DISPOSITION (COD)
FOR DATA ACQUIRED FROM THE CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)**

1. REQUESTER ORGANIZATION: _____ 2. DATA USE AGREEMENT (DUA) NO.: _____

3. CHECK ONLY ONE ITEM BELOW:

- a. All requested files and the copies, derivatives, subsets and manipulated files have been approved by CMS for re-use. Attach a copy of the approval documentation.
- b. Some requested files or copies, derivatives, subsets and/or manipulated files have been approved by CMS for re-use. Attach a copy of the approval documentation and list below the files that were destroyed.
- c. None of the files were ever received for this DUA.
- d. All files listed below, received under the DUA # listed above, have been destroyed, including copies, derivatives, subsets and manipulated files.

File(s)	Year(s)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. By signing this Certificate, I confirm that ALL data requested for the DUA number listed above and as applicable, copies, derivatives, subsets and manipulated files, held by **all individuals who had access to, and from all the computers/storage** devices where the files were processed/stored in accordance with the terms and conditions of the DUA have been properly disposed of as indicated by section 3 above.

5. PRINTED NAME: _____		10. SIGNATURE: _____
6. PHONE #: _____	7. DATE: _____	
8. E-MAIL: _____		
9a. (OPTIONAL) ALTERNATE POINT OF CONTACT (POC) NAME AND PHONE: _____		
9b. (OPTIONAL) ALTERNATE POC E-MAIL: _____		

EXHIBIT H: Secure One HHS, Information Security Program Rules of Behavior (Page 1 of 6)

**Office of the Chief Information Officer
Office of the Assistant Secretary for Resources and Technology
Department of Health and Human Services**

**HHS Rules of Behavior
(For Use of Technology Resources and Information)**

February 12, 2008

Project: HHS-OCIO HHS Rules
Document Number: HHS-OCIO-2008-0001.003S

EXHIBIT H: Secure One HHS, Information Security Program Rules of Behavior (Page 2 of 6)

HHS Rules of Behavior

February 12, 2008

Introduction

The *HHS Rules of Behavior* (HHS Rules) provides common rules on the appropriate use of all HHS technology resources and information¹ for Department users, including federal employees, interns and contractors. The HHS rules work in conjunction with the *HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources*, dated February 17, 2006, and are issued under the authority of the *HHS-OCIO-2007-0002, Policy for Department-wide Information Security*, dated September 25, 2007. Both references may be found at URL: <http://www.hhs.gov/ocio/policy/index.html>.

All users of Department technology, resources, and, information must read these rules and sign the accompanying acknowledgement form before accessing Department data/information, systems and/or networks. This acknowledgement must be signed annually, preferably as part of Information Security Awareness Training, to reaffirm knowledge of and agreement to adhere to the HHS rules. The HHS rules may be presented to the user in writing or electronically, and the user's acknowledgement may be obtained by written or electronic signature. Each Operating Division (OPDIV) Chief Information Officer (CIO) shall determine how signatures are to be submitted, retained, and recorded²; and may append any necessary information or fields to the signature page. For electronic signatures, the specific version number of the HHS rules must be retained along with the date, and sufficient identifying information to uniquely link the signer to his or her corresponding information system accounts. Electronic copies of the signed Signature Page may be retained in lieu of the original. Each OPDIV CIO shall ensure that information system and information access is prohibited in the absence of a valid, signed HHS rules from each user.

Each HHS OPDIV may require user certification to policies and requirements, more restrictive than the rules prescribed herein, for the protection of OPDIV information and systems.

Furthermore, supplemental rules of behavior may be created for systems which require users to comply with rules beyond those contained in the HHS Rules. In such cases, users must additionally sign these supplemental rules of behavior prior to receiving access to these systems, and must comply with any ongoing requirements of each individual system to retain access (such as re-acknowledging the system-specific rules by signature each year). System owners shall document system-specific rules of behavior and any recurring requirement to sign them in the System Security Plan for their systems. Each OPDIV CIO shall implement a process to obtain and retain the signed rules for such systems and shall ensure that user access to their information is prohibited without a signed, system-specific rules and a signed HHS Rules.

National security systems, as defined by the Federal Information Security Management Act (FISMA), must independently or collectively, implement their own system-specific rules.

¹ HHS technology resources and information are comprised of technology resources and information under the ownership of both HHS Operating Divisions and directly by the Department.

² A privacy impact assessment (PIA) is required for collecting this information. The PIA should be used in determining if a System of Records Notice (SORN) is required.

EXHIBIT H: Secure One HHS, Information Security Program Rules of Behavior (Page 3 of 6)

HHS Rules of Behavior

February 12, 2008

These HHS Rules apply to both the local and remote use of HHS information (in both electronic and physical forms) and information systems by any individual.

- Information and system use must comply with Department and OPDIV policies and standards, and with applicable laws.
- Use for other than official, assigned duties is subject to the HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources, dated February 17, 2006.
- Unauthorized access to information or information systems is prohibited.
- Users must prevent unauthorized disclosure or modification of sensitive information, including Personally Identifiable Information (PII)³.

Users shall:

- In accordance with OPDIV procedures, immediately report all lost or stolen HHS equipment, known or suspected security incidents, known or suspected information security policy violations or compromises, or suspicious activity. Known or suspected security incidents is inclusive of an actual or potential loss of control or compromise, whether intentional or unintentional, of authenticator, password, or sensitive information, including PII, maintained or in possession of the OPDIV.
- Ensure that software, including downloaded software, is properly licensed, free of malicious code, and authorized before installing and using it on Departmental systems.
- Wear identification badges at all times in federal facilities.
- Log-off or lock systems when leaving them unattended.
- Use provisions for access restrictions and unique identification to information and avoid sharing accounts.
- Complete security awareness training before accessing any HHS/OPDIV system and on an annual basis thereafter. Also, complete any specialized role-based security or privacy training, as required. See Memo from HHS CIO: Training of Individuals Developing and Managing Sensitive Systems, dated November 7, 2007.
- Permit only authorized HHS users to use HHS equipment and/or software.
- Secure sensitive information (on paper and in electronic formats) when left unattended.
- Keep sensitive information out of sight when visitors are present.
- Sanitize or destroy electronic media and papers that contain sensitive data when no longer needed, in accordance with HHS records management and sanitization policies, or as otherwise directed by management.
- Only access sensitive information necessary to perform job functions (i.e., need to know).
- Use PII only for the purposes for which it was collected, to include conditions set forth by stated privacy notices and published system of records notices.
- Ensure the accuracy, relevance, timeliness, and completeness of PII, as is reasonably necessary, to assure fairness in making determinations about an individual.

Users shall not:

- Direct or encourage others to violate HHS policies.

³ Information is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a **serious, severe or catastrophic** adverse effect on organizational operations, organizational assets, or individuals. PII is a subset of sensitive information and is defined as data which can potentially be used to identify, locate, or contact an individual, or potentially reveal the activities, characteristics, or other details about a person.

EXHIBIT H: Secure One HHS, Information Security Program Rules of Behavior (Page 4 of 6)

HHS Rules of Behavior

February 12, 2008

- Circumvent security safeguards or reconfigure systems except as authorized (i.e., violation of least privilege).
- Use another person's account, identity, or password.
- Remove computers or equipment.
- Send or post threatening, harassing, intimidating, or abusive material about others in public or private messages or forums.
- Exceed authorized access to sensitive information.
- Store sensitive information in public folders or other insecure physical or electronic storage locations.
- Share sensitive information, except as authorized and with formal agreements that ensure third parties will adequately protect it.
- Transport, transfer, email, remotely access, or download sensitive information, inclusive of PII, unless such action is explicitly permitted by the manager or owner of such information.
- Store sensitive information on portable devices such as laptops, personal digital assistants (PDA) and universal serial bus (USB) drives or on remote/home systems without authorization or appropriate safeguards, as stipulated by the [HHS Encryption Standard for Mobile Devices and Portable Media](#), dated August 21, 2007.
- Knowingly or willingly conceal, remove, mutilate, obliterate, falsify, or destroy information for personal use for self or others. (See 18 U.S.C. 2071)
- Copy or distribute intellectual property—including music, software, documentation, and other copyrighted materials—without permission or license from the copyright owner.
- Modify software without management approval.

The following are prohibited on Government systems per the HHS-OCIO-2006-0001, Policy for Personal Use of Information Technology Resources, dated February 17, 2006:

- Sending or posting obscene or offensive material in messages or forums.
- Sending or forwarding chain letters, e-mail spam, inappropriate messages, or unapproved newsletters and broadcast messages.
- Sending messages supporting political activity restricted under the Hatch Act.
- Conducting any commercial or "for-profit" activity.
- Utilizing peer-to-peer software without OPDIV CIO approval.
- Sending, retrieving, viewing, displaying, or printing sexually explicit, suggestive text or images, or other offensive material.
- Operating unapproved web sites.
- Incurring more than minimal additional expense, such as using non-trivial amounts of storage space or bandwidth for personal files or photos.
- Using the Internet or HHS workstation to play games, visit chat rooms, or gamble.

Users shall ensure the following protections are properly engaged, particularly on non-HHS equipment or equipment housed outside of HHS facilities:

- Use antivirus software with the latest updates.
- On personally-owned systems, use of anti-spyware and personal firewalls.
- For remote access and mobile devices, a time-out function that requires re-authentication after no more than 30 minutes of inactivity.
- Adequate control of physical access to areas containing sensitive information.
- Use of approved encryption to protect sensitive information stored on portable devices or recordable media, including laptops, thumb drives, and external disks; stored on remote

EXHIBIT H: Secure One HHS, Information Security Program Rules of Behavior (Page 5 of 6)

HHS Rules of Behavior

February 12, 2008

or home systems; or transmitted or downloaded via e-mail or remote connections.

- Use of two-factor authentication for remote access to sensitive information.

Users shall ensure that passwords:

- Contain a minimum of eight alphanumeric characters and (when supported by the OPDIV environment) at least one uppercase and one lowercase letter, and one number, and one special character.
- Avoid words found in a dictionary, names, and personal data (e.g., birth dates, addresses, social security numbers, and phone numbers).
- Are changed at least every 90 days, immediately in the event of known or suspected compromise, and immediately upon system installation (e.g. default or vendor-supplied passwords).
- Are not reused until at least six other passwords have been used.
- Are committed to memory, or stored in a secure place.

EXHIBIT H: Secure One HHS, Information Security Program Rules of Behavior (Page 6 of 6)

HHS Rules of Behavior	February 12, 2008
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SIGNATURE PAGE

I have read the *HHS Rules of Behavior* (HHS Rules), version 2008-0001.003S, dated February 12, 2008 and understand and agree to comply with its provisions. I understand that violations of the HHS Rules or information security policies and standards may lead to disciplinary action, up to and including termination of employment; removal or debarment from work on federal contracts or projects; and/or revocation of access to Federal information, information systems, and/or facilities. I understand that exceptions to the HHS Rules must be authorized in advance in writing by the OPDIV Chief Information Officer or his/her designee. I also understand that violation of laws, such as the Privacy Act of 1974, copyright law, and 18 USC 2071, which the HHS Rules draw upon, can result in monetary fines and/or criminal charges that may result in imprisonment.

User's
Name: _____
(Print)

User's
Signature: _____

Date Signed: _____

APPROVED BY AND EFFECTIVE ON:

/s/
Michael W. Carleton
HHS Chief Information Officer

February 12, 2008
DATE

The record copy is maintained in accordance with GRS 1, 18.a.

EXHIBIT I: Sample of Variable Data Notice (Page 1 of 2)



DEPARTMENT OF HEALTH & HUMAN SERVICES

Centers for Medicare & Medicaid Services

7500 Security Boulevard
Baltimore, MD 21244-1850

<BENEFICIARY FULL NAME>
<ADDRESS>
<CITY STATE ZIP>

HICN <1234>
<file creation date>

Please keep this notice for your records. You're getting this notice because you automatically qualify for Extra Help paying for Medicare prescription drug coverage.

You're being enrolled in a Medicare drug plan

You qualify for Extra Help, so Medicare is enrolling you in a Medicare Prescription Drug Plan to make sure you get help paying for your prescription drugs. You'll be enrolled in <Prospective Org Name>'s <Prospective Plan Name> starting <prospective effective date>.

Here's what you'll pay with this plan in 2013:

- \$0 for your monthly prescription drug plan premium
- \$0 for your yearly prescription drug plan deductible
- <insert LIS copayment amount> copayment for each prescription covered by the plan

Your plan serves <states>. If this isn't where you live, please call <Prospective Plan Name> at <Prospective Plan Phone> to make sure it serves where you live now.

What to do next

Call <Prospective Plan Name> at <Prospective Plan Phone> for details about your new Medicare drug coverage, or visit <Prospective Plan website>. If you don't like this plan, see the back of this notice for a list of other Medicare drug plans, and join one that works for you.

Bring this yellow notice with you when you get a prescription filled, so the pharmacist knows you qualify for Extra Help.

If you filled any covered prescriptions before <prospective effective date>, you may be able to get back part of what these prescriptions cost if you were eligible for Medicare and Medicaid but not enrolled in a Medicare drug plan. Call Medicare's Limited Income Newly Eligible Transition (NET) Program at **1-800-783-1307** for more information. TTY users should call 1-877-801-0369.

Important: If you have retiree drug coverage through an employer or union plan, joining a Medicare drug plan may NOT be right for you. Please read the important attached information, "What if I have other prescription drug coverage?"

Get help & more information

To get help with your choices, call your State Health Insurance Assistance Program (SHIP) at <SHIP phone number> for free health insurance counseling, or call 1-800-MEDICARE (1-800-633-4227) for help. TTY users should call 1-877-486-2048.



CMS Product No. 11154 - YELLOW
December 2012

EXHIBIT I: Sample of Variable Data Notice (Page 2 of 2)

Medicare drug plans in Maine & New Hampshire for \$0 premium

You can join any plan in the list below and pay \$0 premium in 2013. You'll pay up to \$2.65 for a generic drug and up to \$6.60 for a brand-name drug covered by the plan. Since you qualify for Extra Help, you can join or switch Medicare drug plans anytime.

Compare the plans and join one that works for you. You should ask if the plan covers the drugs you take, about what special drug coverage rules may affect your prescriptions (like prior authorization, which means the plan won't cover a specific drug unless the plan approves it first), and what pharmacies you can use.

Organization Name	Drug Plan Name	Phone Number
Aetna Medicare	Aetna CVS/pharmacy Prescription Drug Plan	800-832-2640
Cigna Medicare Rx	Cigna Medicare Rx Plan One	800-735-1459
EnvisionRx Plus	EnvisionRxPlus Silver	866-250-2005
First Health Part D	First Health Part D Premier	877-815-8163
HealthMarkets Medicare	Reader's Digest Value Rx	888-625-5531
Humana Insurance Company	Humana Walmart-Preferred Rx Plan	800-706-0872
SilverScript	SilverScript Basic	866-552-6106
SmartD Rx	SmartD Rx Saver	855-976-2781
United American Insurance Company	United American - Select	866-524-4169
WellCare	WellCare Classic	888-293-5151

Get help comparing your drug plan options

For help comparing plans, visit www.medicare.gov, or call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048. For free help in another language, say "Agent" at any time to talk to a customer service representative. You can also call your State Health Insurance Assistance Program for free personalized health insurance counseling at 1-877-353-3771 (Maine) or 1-866-634-9412 (New Hampshire).

If you join a Medicare drug plan that isn't listed above, you may have to pay a higher monthly premium. Be sure to ask about the premium when you're comparing plans.

Para obtener información en español, llame GRATIS al 1-800-MEDICARE (1-800-633-4227). Los usuarios de TTY deben llamar al 1-877-486-2048.

EXHIBIT J: Sample of Static Data Notice (Page 1 of 2)

Important questions & answers about your new drug coverage

What is Medicare prescription drug coverage?

Medicare prescription drug coverage is insurance provided by the government. Medicare drug plans help you pay for both brand-name and generic drugs you need. Plans have a list of drugs they cover. The drug list of a particular plan may not include a specific drug you're taking. However, in most cases, a similar drug that's safe and effective will be available. If not, your doctor can ask the plan to make an exception and cover the drug you're currently taking.

Medicare drug plans serving your area must contract with pharmacies in your area. Check with the plan to make sure the contracting pharmacies are convenient to you. Some plans also let you get prescriptions through the mail.

What should I do now?

Call your Medicare drug plan to get information about your new drug coverage, and read the materials your plan mails to you. You should find out if the plan covers the drugs you take and includes the pharmacies you use.

You may need to go to the pharmacy before your plan membership card arrives in the mail. If you do, bring this yellow notice, or a letter from the plan that shows your confirmation number. That way the pharmacy can bill your plan directly. You should also bring your Medicare card and photo identification.

Note: If you moved recently, please call the plan to be sure it serves where you live. If it doesn't, please call 1-800-MEDICARE (1-800-633-4227) to choose and join a plan that serves that area. TTY users should call 1-877-486-2048. For free help in another language, say "Agent" at any time to talk to a customer service representative.

What if my new plan doesn't cover a drug I already take?

Your Medicare drug plan will provide a one-time, temporary supply of your current drug. During your first 90 days in a plan, Medicare requires Medicare drug plans to give you and your doctor time to find a drug on the plan's drug list that would work as well as the drug you're taking. Your doctor can also contact your plan to request an exception to cover your current drug. Call your plan for more information.

How do I join a different plan?

As long as you qualify for Extra Help, you can switch Medicare drug plans at any time. To join a different Medicare drug plan, call the new plan to find out how to join. Joining a different plan will automatically end your coverage in (disenroll you from) your current plan. You don't need to call your current plan to disenroll. Your new plan coverage would start the next month.

EXHIBIT J: Sample of Static Data Notice (Page 2 of 2)

How can I find out about other Medicare drug plans?

For information about other Medicare drug plans in your area, read the list of plans included with this notice. You can join any plan in this list and still pay \$0 for your monthly premium. Compare the plans and join one that works for you. You should find out which plans cover the drugs you already take and include the pharmacies you use. If you join a Medicare drug plan that isn't on the list included with this notice, you may have to pay part of the monthly premium instead of \$0.

You can also call your State Health Insurance Assistance Program (SHIP) for free personalized health insurance counseling. See the front of this notice for their phone number.

What if I have other prescription drug coverage?

If you have or are eligible for another type of prescription coverage, read all the materials you get from your insurer or plan provider to learn how joining a Medicare drug plan may affect any coverage you or your family already have. You may not need a Medicare drug plan. Examples of other types of prescription drug coverage include coverage from an employer or union, TRICARE, the Department of Veterans Affairs, or a Medicare Supplement Insurance (Medigap) policy.

Note: If you now get drug or other health care coverage through an employer or union plan, you or your dependents could lose that coverage completely if you join a Medicare drug plan, and you may not be able to get it back. Call your health plan benefits administrator if you have any questions.

What if I don't want Medicare prescription drug coverage?

If you don't want to join the plan Medicare is enrolling you in, and you don't want any other Medicare drug plan, call 1-800-MEDICARE (1-800-633-4227) as soon as possible and tell them you want to opt out of (decline) Medicare prescription drug coverage.

Keep in mind that you pay nothing to keep the coverage. If you drop this coverage and need prescription drugs later, Medicaid won't pay for them, and Medicare won't pay until you join a Medicare drug plan. As long as you continue to be eligible for Medicaid, you can change your mind and join a Medicare drug plan at any time, but you may have to pay a penalty to join later if you lose your Medicaid eligibility.

