

FOR INFORMATION PURPOSES ONLY

Statement of Work

Medicare Secondary Payer Integration Contractor



November 8, 2011

PROCUREMENT SENSITIVE INFORMATION

MEDICARE SECONDARY PAYER INTEGRATION CONTRACTOR

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C.1 Background

C.1.1 Medicare Integrity Program (MIP)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA; Public Law 104-191), added § 1893 to the Act, establishing the Medicare Integrity Program (MIP; 42 U.S.C. § 1395ddd). This program is funded from Medicare's Federal Health Insurance Trust Fund for activities related to both Medicare Parts A and B. Specifically, § 1893 enables CMS to contract with an expanded pool of eligible entities to carry out certain Medicare integrity program activities that were being performed under contracts with Fiscal Intermediary (FIs) and carriers. On March 20, 1998, CMS published a notice of proposed rulemaking in the *Federal Register* (63 FR 13590); however, § 1893 authorizes CMS to enter into MIP contracts without publication of a final rule (see Appendix A, *MSP Governing Statute and Implementing Regulations*; and Appendix B, *MIP Regulation* for more information).

The MIP activities identified in § 1893 include: 1) conducting medical reviews of claims to determine whether the services rendered were medically necessary and met an appropriate level of care; 2) detecting and deterring Medicare fraud, waste and abuse; 3) auditing provider cost reports; 4) developing/updating the list of durable medical equipment subject to prior authorization; and most important for purposes of this Statement of Work (SOW), 5) ensuring that Medicare pays appropriately when a beneficiary has other insurance. This last activity is known as "Medicare Secondary Payer" (MSP) and involves those situations in which Medicare does not have primary legal responsibility for paying a beneficiary's health care expenses.

C.1.2 Medicare Secondary Payer (MSP) Program

MSP involves those functions performed to identify when another payer has payment responsibility before Medicare in order to pay claims in the proper order and to recover Medicare primary payments made when another payer held primary responsibility. Under § 1862(a) of the Act (42 U.S.C. § 1395y(a)), items and services furnished by Federal providers, a Federal agency, or under a Federal law or contract, have been excluded from Medicare coverage (e.g., U.S. Military Hospitals, U.S. Department of Veterans Affairs, research grants). Furthermore, § 1862(b)(2)(A)(ii) of the Act (42 U.S.C. § 1395y(b)(2)) and the implementing regulations in 42 CFR Part 411 preclude Medicare from making primary payment where the beneficiary is:

- Age 65 or older and covered under an employer's Group Health Plan (GHP) based on the current employment status of the individual or of his/her spouse (of any age), and
 - the employer has at least (20) employees, or
 - the GHP is part of a multi-employer plan where at least one employer has at least (20) employees and the GHP has not requested a formal exception under 42 CFR 411.172(b) for any employee 65 or older employed at a company with

less than (20) employees;

- Under age 65, entitled to Medicare on the basis of disability, and covered under an employer's Large Group Health Plan (LGHP) based on his/her own current employment status or the current employment status of a family member. A LGHP is a plan where
 - the employer has 100+ employees, or
 - the GHP is part of a multi-employer plan where at least one employer has 100+ employees;
- Within the first 30 months of eligibility/entitlement to Medicare based on having End-Stage Renal Disease (ESRD) and is covered under any GHP (regardless of size or employment status) that covers individuals who have ESRD;

Additionally, Medicare may not make payment where payment has been made or can reasonably be expected to be made under a workers' compensation (WC) law or plan, under no-fault insurance, or under liability insurance (including self-insurance). An entity that engages in a business, trade, or profession is deemed to have a self-insured plan if it carries its own risk (whether by a failure to obtain insurance or otherwise) in whole or in part. A primary plan's responsibility for such payment may be demonstrated by a judgment, a payment conditioned upon the recipient's compromise, waiver or release (whether or not there is a determination or admission of liability) of payment for items or services included in a claim against the primary plan or the primary plan's insured, or by other means.

C.1.3 Coordination of Benefits & Recovery (COB&R) Program

The CMS is seeking to establish a centralized Coordination of Benefits (COB) and Medicare Secondary Payer Recovery (MSPR) operation by consolidating these activities under a single program, COB&R (Coordination of Benefits & Recovery). The COB&R includes all of activities that support the collection, management, and reporting of other insurance coverage of Medicare beneficiaries and the collection of conditional payments or mistaken primary payments. These activities have been performed under two separate contracts. CMS intends to establish a centralized COB and MSPRC operation that provides quality customer service and a single source to Medicare providers, suppliers, beneficiaries, insurers and other stakeholders by streamlining the MSP data and debt collection processes, while ensuring the integrity of the Medicare Trust Funds. As with any consolidation of efforts for similar functions, savings of time and costs can be realized.

Consolidation of these two programs with an award to a single prime contractor would create a substantially large program and continue to impose restrictions on CMS related to its ability to monitor and react to a contractor's performance. To avoid this situation, CMS will establish a matrix organization of independent contracts to manage the major functions. Under the matrix organization, the combined COB&R activities will be performed by:

- Business Program Operations Contractor (BPOC);
- Medicare Secondary Payer Systems Contractor (MSPSC);

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- Medicare Secondary Payer Integration Contractor (MSPIC); and
- MSP Recovery Audit Contractor (RAC) Group Health Plans (GHP) and Non-Group Health Plans (NGHP) Ongoing Responsibility for Medical (ORM).

These components will work in concert to encompass all of the activities necessary to ensure that the primary payer -- whether it is Medicare, employer insurance or other insurance -- pays first, then identify claims that were paid conditionally or mistakenly paid as Medicare primary, and pursue recovery in the most cost effective and efficient manner.

The following sections provide a high level overview of the functions to be performed by the matrix contractors of the COB&R.

C.1.3.1 Business Program Operations Contractor (BPOC)

The role of the Business Program Operations contractor will be to perform those activities related to the operational components of COB &R. The Business Program Operations Contractor activities would consist of the following high-level functions:

- Call Center.
- Mail Room/Imaging.
- MSP Assessment and Debt Determination.
- Waivers and Appeals.
- Finance Administration.
- Debt Collections.
- Coordination of Benefits Agreement (COBA).
- Electronic Data Interchange (EDI) Support.
- Special Projects.

C.1.3.2 Medicare Secondary Payer Integration Contractor (MSPIC)

The role of the Integration Contractor is to make certain that all components supporting the COB&R contract function in concert. The MSP Integration Contractor would ensure all new and ongoing activities are properly communicated, handled, and managed by all COB&R supporting matrix contractors. The MSP Integration Contractor would not be held responsible for the program deliverables from the other COB&R matrix contractors, but would be expected to make sure all impacted components were aware and working toward the same goals.

The following is a synopsis of the activities that would be performed by the integration contractor:

- Program Release Management
 - Change Control Board (CCB) oversight
 - Problem/Change request database support
 - Program-wide implementation plans
 - Project help desk

- Business Analysis
 - Business Requirement development.
 - Testing and testing support.
 - Documentation development.
- Program-wide Document Management
 - Document management system.
 - Document management administration.
- Security Oversight.
- Quality Assurance Oversight.
- Outreach and Education.

C.1.3.3 Medicare Secondary Payer Systems Contractor (MSPSC)

The role of the MSPSC is to provide development and support for all information systems for the COB&R contract. This support would include all systems operations and software support. The current COBC and MSPRC contractors maintain separate information systems that utilize similar infrastructures, operating systems, and software development environments.

The MSPSC Contractor would be comprised of the following groups and/or functions:

- Data Center Operations.
- Network Support.
- Systems Security.
- Communication Support.
- Data Management.
- Software Development and Support.

C.1.3.4 Medicare Secondary Payer Recovery Audit Contractors (RACs)

The MSP RACs functions would include the identification and development of Group Health Plan (GHP) MSP Recovery, Non-GHP recovery cases where ongoing responsibility for medical care exists, and all associated recovery activities, which include, but are not limited to:

- Identifying and developing debts;
- Responding to incoming inquiries;
- Reviewing and responding to demand defenses and rebuttals;
- Providing litigation and negotiation support;
- Performing all related Debt Collection Improvement Act of 1996 (DCIA) activities;
- Complying with all required financial activities.

C.2 Statement of Work (SOW) Overview

C.2.1 Scope

The role of the Contractor is to make certain that all components supporting the COB&R contract function in concert. The Contractor will ensure all new and ongoing activities are properly communicated, handled, and managed by all COB&R supporting matrix contractors. As such, it is essential that this Contractor, the MSPIC, maintain communication and coordination with the other components of the COB&R. The Contractor tasks will include but will not be limited to the following:

- Program Release Management

Responsible for ensuring all COB&R components are aware of upcoming releases and have taken into consideration any impact that would be imposed on any of the components through facilitation and analysis.

- Business Analysis

Primary responsibilities related to business analysis activities, including the development of business and functional requirements for enhancements to existing and development of application systems. These activities will also include the execution of testing services and the development of all user manuals and help documentation.

- Program Document Management

Responsible for providing an enterprise document management system for all COB&R components and to ensure all program documentation (e.g. business requirements, operating procedures, meeting minutes, etc.) is captured and stored in a logical manner.

- Quality Assurance (QA) Oversight

Function as an autonomous QA group for the COB&R components. This role in quality assurance would focus both on procedures and data quality. This group would be responsible for communicating CMMI compliancy requirements to the other components and creating a plan to attain a level 3 assessment. As such, this would also require the Contractor to perform comprehensive reviews of business procedures and develop process improvement recommendations. The Contractor shall also develop a feature/tool to track and monitor the progress of on-going COB&R projects, activities, etc.

The QA group will also incorporate a data validation component. The data collected

for COB&R requires substantial submissions of information from a variety of groups and individuals. Although these groups may submit information that passes system validity checks, there may be issues with the quality or correctness of the values provided. The data validation component would be used to address these types of issues and provide recommendations for improved data quality.

- Outreach and Education

Responsible for providing outreach activities to internal and external customers in support of the activities of COB&R. Development of education programs for external customers will be related to the understanding of the COB&R programs and policies. Development of education programs for internal customers will primarily be related to the use of IT systems, but may include education related to the COB&R program and policies.

- Security Oversight

Responsibility to ensure all physical and system security requirements are maintained by the COB&R components. The Contractor will ensure these processes are adequate and appropriate.

C.3 Functional Requirements

The following general requirements shall be adhered to for all functional requirements unless explicitly stated otherwise in the functional requirement:

- All timeframes stated within the SOW are in calendar days, calendar weeks and calendar months, unless otherwise explicitly stated.
- All CMS submitted documents shall be submitted in Microsoft Word 2007 or a compatible format.
- All CMS submitted project plans shall be submitted in Microsoft Project 2007 or a compatible format.
- All initial delivered documents to CMS are considered drafts. CMS shall be provided 7 calendar days to review and approve submitted documents. Unless otherwise stated the Contractor will have 3 calendar days to apply corrections to documentation after CMS review.

C.3.1 Program Management Oversight

The Contractor shall be responsible for ensuring all components of the COB&R process interact seamlessly to meet all of the processes requirements and objectives.

C.3.1.1 Program-wide Management Plan

The Contractor shall develop and maintain a Project Management Plan (PMP) for the COB&R program. The PMP will be used to monitor, track and manage all system and functional initiatives. The initial PMP shall be delivered 45 calendar days after award of the contract. The PMP shall include the following items:

- A project plan for all release activities. The plan shall include all tasks and milestones associated with the release activities for all COB&R components.
- Routine scheduled activities. Any activity that occurs on an ongoing basis and may impact a COB&R contracting components. This should include, but not be limited to, infrastructure outages for hardware and software maintenance.
- Special initiatives. These items should be added to the PMP as needed and will include new task orders. These initiatives may also be the result of major hardware and software upgrades outside of routine system maintenance.

C.3.1.2 Risk Management Oversight

The Contractor shall develop and maintain a Risk Management Plan (RMP) for the COB&R program. Each component of the COB&R (BPOC, MSPSC, and MSP RACs) will develop their own Risk Management Plan. The Contractor shall combine these separate plans and provide a comprehensive program-wide plan. The program-wide RMP shall be delivered no later than 180 days after the award of the contract. The RMP shall be reviewed and updated as necessary on an annual basis.

The risk management oversight shall also encompass the development of a Business Continuity Plan (BCP). The BCP should identify the COB&R organizations vulnerabilities to internal and external threats and provide prevention and recovery to the organizations from those threats. Each component of the COB&R will develop their own BCP. The Contractor shall combine these separate plans and provide a single program-wide plan. The BCP shall be completed and delivered no later than 180 days after the award of the contract. The BCP shall be reviewed and updated as necessary on an annual basis.

C.3.1.3 Investment Life Cycle (ILC) Support

The Contractor shall provide active support for all phases of software maintenance releases in coordination with the MSP Systems Contractor (MSPSC).

The Contractor shall assist CMS with overall project management activities throughout all phases of the ILC lifecycle for project applications. The Contractor shall provide, implement and maintain an integrated project management approach that combines the technical plans, schedule plans, and the plans to meet cost objectives. This assistance shall include the following:

- General Project support - Support CMS by participating in recurring status meetings and taking meeting minutes, maintaining the project plans, issues log, metric reports and meeting scheduling.
- Status reviews – Attend meetings with CMS, BPOC, MSP RACs, and MSPSC as directed. Assist in developing and reporting the status of all the project related activities.
- Strategic Planning - Assist CMS with strategic planning for upcoming projects.
- Analysis/Design support – Assist CMS in tracking and reporting on the progress and quality of the project deliverables. Other activities include participating in discussions about the proposed solution for design, and assisting in facilitating the resolution of open issues that affect the design of subsequent phases.
- Development support – Participate in discussions and reviews aimed at development activities. Assist the CMS in tracking and reporting on the progress of the development efforts, while assisting in the consolidation of the comments related to those deliverables.
- Implementation support – Participate in discussions and reviews aimed at project implementation activities. Assist CMS in tracking, reporting and resolving all outstanding issues that would impede the implementation of scheduled projects.
- Program Issues Log – The Contractor shall maintain an issue log and report on it regularly. The issue log shall track open business, policy, or process issues. The initial issues log shall be delivered to CMS 60 calendar days after the award of the contract. The Program Issue Log shall be updated bi-weekly and delivered to CMS with the Contractor Project Status Report (refer to section C.6.1).
- Project Briefings – The Contractor shall prepare project briefings upon request. These briefings shall highlight the status of the project and all ongoing activities. These briefings may be focused on such things as the status of the current release or the overall project status. These briefings shall be appropriate to the audience and shall provide CMS the necessary information to understand and manage the project.

The Contractor shall be responsible for conducting a Production Readiness Review (PRR) for all major system releases, including quarterly releases. The PRR shall be performed 1 calendar week prior to implementation of the release.

The Contractor shall deliver a Post Implementation Review Report for each major release. This report will consist of; release overview, lessons learned, comparative analysis of measurable improvements, success analysis and defect analysis. The purpose of this report is to document issues and problems encountered with each release. The lessons learned portion will include a summary of problems encountered during the entire development lifecycle for the release and include recommended process

improvements to prevent reoccurrence. Included in the report will be a detailed defects analysis portion. This portion will document problem reports opened during the first month following the release deployment. The process shall also track and report all variances from the baseline release schedule.

The report shall be provided to CMS no later than 60 calendar days after the release. CMS at its discretion may request the findings be presented as a part of a Post Implementation Review (PIR) meeting.

C.3.1.4 Problem Reporting/Change Request Tracking

The Contractor shall provide a Problem Report/Change Request application to track all problem reports, change requests, and service requests. The application must be accessible by all components associated with the COB&R programs and CMS. Application access shall be managed and controlled by the Contractor.

The application shall include varying levels of access authority restricting or allowing users ability to add, update, and close problem reports and change requests. Problem reports and change requests can include Protected Health Information (PHI); accordingly the application must be have appropriate security controls.

The Problem Report/Change Request application and database shall support at a minimum the following fields or functions:

- Title or abbreviated synopsis.
- Requesting person or group information (name, phone, email).
- Assigned person or group (name, phone, email).
- Detailed description of problem or change request.
- Detailed text of resolution.
- Defect type or cause.
- Status indicator.
- Priority indicator.
- Dates including open, assigned, closed.
- Related system or functional area.
- Related change request or problem number.
- Audit trail of activity.

The application shall provide the ability to generate reports or perform ad-hoc queries. The database shall be used proactively to routinely analyze all problems in order to implement process improvements or to identify changes to reduce the number of future problems.

The Problem Report/Change Request Tracking application and supporting database shall

be available 60 calendar days after the award of the contract. Existing system change requests and problem logs under the COB and MSPRC programs shall be converted to this Problem Report/Change Request database no later than 90 calendar days after the award of the contract.

C.3.1.5 Change Control Board (CCB) Oversight

A CCB shall be instituted to review, monitor and manage all system change requests and problem corrections for all systems operating under COB&R. Each contracting component of the COB&R and CMS should be represented by the CCB. The CONTRACTOR shall develop the procedures that govern the CCB. The CCB procedure shall be submitted to CMS no later than 30 calendar days after the award of the contract. Upon approval by CMS, the Contractor shall enact these procedures and assume the lead role in overseeing the CCB meetings.

CCB meetings should be held at a minimum on a bi-weekly basis. An agenda for the meeting shall be submitted to CCB members 3 business days in advance of the meeting. Meeting minutes shall be distributed to CCB members within 2 business days after the meeting.

C.3.1.6 Program Help Desk

The Contractor shall establish a help desk to support and resolve issues arising within the COB&R program. The Contractor shall work as a conduit to report all system outages and application problems to and from the MSPSC, BPOC and MSP RACs. All systems refer to any internal or external facing application.

The Contractor shall provide a phone number and email address, (facsimile is optional) where COB&R components can report issues. The Contractor Help Desk phone shall be manned from 8:00 am to 8:00 pm Eastern Time. Voicemail and emails should be accepted during non-operational hours. Emails sent to the Contractor Help Desk shall be reviewed throughout the business day and an acknowledgement shall be provided to the submitter no later than the following business day. An escalation procedure shall be established for timeframes where the Contractor Help Desk is not manned. The escalation procedure must ensure that critical or emergency issues are addressed and resolved. The Contractor shall develop Standard Operating Procedures (SOP) for the Help Desk no later than 90 calendar days after the award of the contract.

All Help Desk contacts shall be recorded in a database. The information must include at a minimum:

- Title or abbreviated synopsis.
- Requesting person or group information (name, phone, email).
- Assigned person or group (name, phone, email).

- Detailed description of problem or change request.
- Detailed text of resolution.
- Defect type or cause.
- Status indicator.
- Priority indicator.
- Dates including open, assigned, closed.
- Related system or functional area.
- Related change request or problem number.
- Audit trail of activity.

The Problem Tracking/Change Request database described in section C.3.1.4 can be used for this function, provided help desk reports, system problem reports and change requests can be delineated.

The Help Desk shall monitor incoming calls and be able to assess priority situations. The Help Desk reports database shall be reviewed routinely for common reoccurrences of problems and issues. This information should be used to recommend process improvements.

The MSPSC shall provide a daily report of production processing to the Contractor. The daily production processing report shall include, at minimum, the following information:

- Indication of completion of major applications batch cycles.
- Metrics indicating the number batch transactions processed (e.g. HUSPs transmitted to CWF).
- Notice of any system issues or abends.

The Contractor shall monitor the daily report for items that may impact the BPOC and the MSP RACs. Potential issues or impacts related to COB&R systems must be provided to the business operations immediately.

The Help Desk must be able to send out targeted notifications to users on short notice. Examples include, but are not limited to, system outages that only affect one application. Only the affected users should be notified. The Contractor shall notify all users of unplanned application outages within 30 minutes of learning about the outage. The Contractor shall notify all users of all planned outages when notified by CMS of the outage.

The Contractor shall provide a monthly System Availability Report to CMS. The System Availability Report should report on the availability of all major system applications that support COB&R. A percentage of availability should be provided for overall application availability, as well as for each individual application.

C.3.1.7 Program Reporting Service

The CMS requires various reports to be provided by the BPOC and MSP RACs on a regular basis. The Contractor shall be responsible for ensuring these reports are delivered to CMS accurately and timely. The Contractor shall review and approve reports prior to submission to CMS. The review of these documents shall also include a determination of whether the business processing components are adhering to corresponding SOW requirements. The Contractor shall work with the BPOC and MSP RACs to rectify and resolve issues or problems. If an immediate correction cannot be attained, the Contractor shall ensure that a Corrective Action Plan (CAP) is submitted with the report.

C.3.2 Business Analysis

The Contractor shall have primary responsibilities related to business analysis activities, including the development of business and functional requirements for the enhancements to existing, and the development of new programs and functions to support COB&R. It is essential that the Contractor maintains communication and coordination with the other COB&R components to complete the business analysis activities.

C.3.2.1 Business Requirements

The Contractor shall be responsible for the development of business requirement documents for all COB&R application development and modifications. Documents for business requirements include, but are not limited to, Business Process Models (BPM), Use Cases, Requirements Documents (RD), and Conceptual Data Models (CDM). Requirements captured at this phase shall provide a suitable level of detail for establishing a common understanding between CMS, the BPOC, the MSP RACs and the MSPSC. Various methods, including user interviews, Business Owner interviews, and Joint Application Development (JAD) sessions, shall be used to ensure the capture and validation of core business requirements. A CDM may be constructed to define the high-level data objects and data relationships necessary to support the business requirements. The CDM, developed as part of this activity, should align with existing COB&R data models.

Requirement Documents must be approved in writing by all impacted COB&R contractor components and CMS, before they can be considered final. Approvals from impacted COB&R contractor components shall be attained prior to submission to CMS. CMS shall be provided with 7 calendar days to review the Requirements Documents. These timeframes should be considered in the development of any project plans.

Business requirement formats must adhere to the CMS Integrated IT Investment & System Life Cycle Framework (ILC) or an agreed upon format with CMS. If a non-ILC standard business requirement format is to be utilized, the revised format must be

submitted to CMS for approval no later than 60 days after the award of the contract. Business requirements shall be required for all major application or quarterly releases. At CMS discretion, business requirements may be required for off-release system modifications.

The Contractor must provide CMS with a 10-business day window to review and approve requirement documents.

C.3.2.2 User Documentation

This task involves developing and publishing user documentation. User documentation may be in the form of electronic or hardcopy documents, online help, online documentation, or context-sensitive help. The Contractor shall coordinate with the MSPSC, the BPOC, the MSP RACs, and CMS, to ensure that the user documentation meets all users' needs. The Contractor will assume maintenance of existing and development of new user guides for all COB&R applications. All published materials for external entities require CMS approval before they are made public. The Contractor activities related to user documentation shall include, but not be limited to the following:

- Responsible for publishing all application user documentation.
- Routine review of application user documentation and guides and submit recommendations to CMS for updates and improvements.
- For COB&R Secured Website applications, the Contractor shall be responsible for the completeness and accuracy of technical/operational information and guidance to CMS systems external customers. This includes:
 - Systems reference materials (application user guides).
 - Frequently asked questions (FAQs), based on inquiries received.
 - Common problems and recommended resolutions.
 - Operational calendar/systems 'outage' information.
 - Links to official information (CMS.gov web sites).
 - Relevant customer training information/materials or links to training/user group materials.
 - Bulletin board for urgent announcements.

C.3.2.3 Testing Services

This function refers to formal testing services performed by the Contractor to ensure independent validation of software and system components developed, modified or implemented (this may include testing of Commercial Off-The-Shelf (COTS) products) by the MSPSC. The MSPSC is responsible for unit and string testing before the software is delivered to the quality assurance environment. The MSPSC is also responsible for debugging and correcting defects once the software is undergoing independent testing. Test services shall validate that the software meets the user and systems requirements.

The Contractor is responsible for working with the MSPSC to identify test data. The Contractor shall be responsible for all parts of the testing process including:

- Review of requirement documentation.
- Creation of test case matrix.
- Creation of test cases.
- Execution of test cases.
- Documentation of test results and artifacts.
- Facilitation of daily testing status calls.
- Reporting and updating the problem reporting database for problems identified during testing.

The Contractor shall use automated testing tools to perform testing activities whenever possible.

CMS may request copies of all testing artifacts at its discretion. The Test Results and Test Log shall be delivered to CMS, 7 calendar days prior to production implementation.

The Contractor may be required to perform some testing tasks that require their physical presence at secure testing facilities on a scheduled or impromptu basis.

The testing artifacts that the Contractor shall maintain include, but are not limited to the following:

- Test Plan.
- Test Cases.
- Test Results and Test Log.

Test Services for this contract include the following testing tasks:

- User Acceptance Testing (UAT)
UAT services provide end users with an opportunity to assess and accept the overall functionality and interoperability of the entire system. The Contractor is responsible for planning and executing User Acceptance Testing for all releases.
- Regression Testing
Testing performed to assess whether or not software changes to implement new business or technical requirements have negatively impacted unrelated application program or system functions. The Contractor is responsible for planning and executing Regression Testing for all releases.
- Release Implementation Testing
Immediately after all software deployments to the Production environment, the

Contractor may be requested by CMS to conduct a series of tests to verify that the application is functioning correctly (commonly called a “smoke test”).

- Return to Service Testing
Testing performed after system down time to verify the applications are fully functional. After all system outages, planned or unplanned, the Contractor must verify system availability. Planned maintenance outages are normally scheduled for the weekend and testing may be performed on Saturday or Sunday morning. The MSPSC will notify the MPSIC when return to service testing can be started. Results of the testing shall be communicated to CMS. (The MSPSC is responsible for resolving any issues arising during this testing).

C.3.3 Program Document Management

The Contractor shall implement a document management system to track and store electronic documents to be shared between all components of the COB&R. This system must allow all entities working on the COB&R program (including CMS) to be able to store, track, update, version and review electronic documents. The Contractor shall be responsible for transitioning all documentation to that system.

Shared documents to be stored within the document management system should include, but are not restricted to:

- Standard operating procedures.
- System documentation.
- Status reports.
- Workload Reports.
- Business requirements.
- Meeting agendas and minutes.
- Business/system diagrams.
- User guides and manuals.
- Training materials.
- Application prototypes.

All documents referenced in section C.3.2.2 shall also be included in the document management system.

The document management system shall employ a process to restrict access and update capabilities to the documentation based on users and/or groups. Collaboration should be an inherent feature allowing, but controlling, updates of documents by multiple users. As PHI may be contained within the documentation, appropriate security functions will be required.

The Contractor shall also have the responsibility for managing all stored documentation. This

responsibility includes ensuring all appropriate documentation is stored and up to date. The documentation shall also be stored in a logical manner. All documents will be tracked and version controlled. All documents should be reviewed for accuracy and conformance with CMS policies including 508-compliance where appropriate.

The Contractor shall provide CMS with a migration plan to the enterprise document management system no later than 30 calendar days after contract award. The migration plan shall specify what software will be used for the document management system, the logical structure of the documents, and the transition steps. At its discretion, CMS may specify an alternative software product for the document management system. Implementation and conversion to the enterprise document management system shall be complete no later than 160 days after award of the contract.

C.3.4 Quality Assurance Oversight and Continuous Quality Improvement

The Contractor shall function as an autonomous Quality Assurance group for the all contracting components of the COB&R. The role in quality assurance would focus both on procedures and data quality.

Not more than 90 calendar days after the effective date of the contract, or as determined by CMS, the Contractor shall provide a QA Plan.

The QA Plan shall be a stand-alone document and shall be a complete guide to the performance of all discrete activities associated with each distinct function. The CMS recommends the use of diagrams and flow charts to communicate to the targeted audience. The QA Plan shall be updated at least yearly, if necessary.

Quality related issues and problems shall be tracked and monitored in an automated fashion. The Contractor shall submit to CMS a QA Report on a quarterly basis. The QA Report should specify the areas that were reviewed, the results of the reviews, opened action items, and a status of prior action items.

In order to complete the quarterly QA reviews and reports, the Contractor may require access to a number of BPOC systems. As such, the Contractor shall work with the MSPSC to obtain access, as needed for the purposes of the QA review and reports, to the systems listed in Attachment 4- "BPOC Systems List".

C.3.4.1 Capability Maturity Model Integration (CMMI)

All COB&R components including the Contractor are expected to achieve a CMMI Level 3 (Defined) within 18 calendar months after the award of the contract. CMMI level 3 should be attained for the Development process area for the MSPSC and the Contractor. CMMI Level 3 should be attained for the Service process area for the BPOC and MSP RACs. The Contractor shall work with the COB&R component contractors to develop a

project plan to achieve this appraisal. This plan shall be delivered to CMS within 180 calendar days after the award of the contract. The Contractor shall monitor the progress of all components and make sure the plan is adhered to. The Contractor shall review COB&R components' procedures and SOPs to ensure that they are compliant with a CMMI Level 3 appraisal. All Contractor activities related to CMMI compliancy shall be included in the quarterly QA report provided to CMS.

Upon achievement of a CMMI Level 3 appraisal, the Contractor shall ensure that all COB&R component contractors continue to maintain this appraisal level. As such the Contractor shall perform annual internal reviews. CMS has the discretion to request a CMMI Level 4 appraisal during the contract period.

C.3.4.2 Data Validity Component (DVC)

The Contractor shall designate a component of resources to review MSP data submissions and recovery requests for validity and quality. The component shall perform analysis of the various MSP data submissions, from external submitters. The component may be requested to review MSP recovery requests made to external entities. The DVC shall interpret analyses and provide recommendations for process improvements.

The DVC activities shall include but not be limited to the following:

- Monitoring the receipt and processing of files and transmissions submitted by external customers;
- Monitoring the generation and transmission of outputs to be sent to external customers.
- Communicating with MSPSC staff and external customers as necessary to identify and resolve production problems.
- Interacting with the MSPSC staff as necessary to report problems detected and track correction of those problems.
- Identifying, recording, tracking, and recognizing recurring problems.
- Interacting with MSPSC staff maintaining and monitoring telecommunications networks and data center system development, testing and production environments.

The CMS will designate analysis tasks to be performed; however the DVC shall also recommend areas of review based on their experience and MSP knowledge.

As this component will review data file transmissions and the processing of the data throughout the COB&R systems, the assigned DVC resources shall be knowledgeable about MSP business functions and have pertinent IT technical skills. DVC technical resources must be able to review data files, query databases and perform rudimentary

data manipulation in both mainframe and server-based environments. DVC resources may be required to contact data submitters (insurers, employers, Medicare contractors, etc.) to further analyze and understand the basis of data submissions or to correct data submission issues.

C.3.4.3 Tracking Database

The Contractor shall create a Tracking Database to record and monitor deliverables and performance on a regular basis. This database must allow all entities working on the COB&R program, including CMS, to be able to store, monitor, and update. The Contractor may determine the format in which the database is developed and implemented, but the database shall include the following criteria:

- A method to house all COB&R projects, activities, task orders and/or special initiatives;
- A “dashboard” feature upon entering the database;
- A brief description (1-3 sentences) of each of the aforementioned;
- Identification of the CMS and Contractor owners and back-ups;
- Identification of the start and end dates (if applicable);
- The budgeted amount versus the actual amount spent;
- The ability to include or attach separate narratives by the CMS owners and back-ups and the Contractor owners and back-ups; and
- The ability to produce reports upon request by CMS.

Not more than 90 calendar days after the effective date of the contract, or as determined by CMS, the Contractor shall provide a proposed system (database) and method for which the database will be implemented. The database shall be removed and updated, if necessary, on an annual basis.

C.3.5 Outreach & Education

The Contractor shall perform outreach and education functions to internal and external customers for all COB&R processes and functions. All Contractor activities related to education and outlook shall be provided in Contractor bi-weekly status report to CMS. An Education Plan shall be developed indicating expected and planned activities related to education and outreach. The Education Plan shall be developed no later than 90 calendar days after award of the contract and updated on a semi-annual basis.

Internal customers of the COB&R processes and functions include CMS and CMS contractor entities. The CMS contractor entities are not limited to the BPOC, MSPSC, and MSP RACs, but also include the Medicare Administrative Contractors (MACs), 1-800 Medicare, Medicare Advantage Prescription Drug (MAPD) contractors, etc.

External customers of the COB&R process and functions include entities that are impacted by the COB&R processes, but are not functioning under a CMS contract. These entities include insurance companies, employers, attorneys, Third Party Administrators (TPAs), and healthcare providers.

C.3.5.1 Education Activities

The Contractor shall be able to provide education to external customers of COB&R. Educational activities should be performed via Webinars, Computer Based Training (CBT), seminars, workshops, conferences and presentations. Training activities required for external COB&R customers shall be considered with the development or modification to all COB&R applications and included within the PMP.

The Contractor shall be able to support 360+ CBT programs currently in use by the COBC and MSPRC. The current CBTs were developed with Adobe products. The Contractor must be able to maintain these CBTs or replace them within 90 calendar days after the award of the contract. CBTs shall be available via web or compact discs (CD). These CBTs are used to provide training to external customers for the following interfacing applications and functions:

- Section 111 Mandatory Reporting.
- Section 111 Mandatory Reporting for EDI Representatives.
- Web Electronic Correspondence and Requests System (ECRS).
- Workers Compensation Medicare Set Aside Portal (WCMSAP).
- Workers' Compensation Case Control System (WCCCS).
- Medicare Advantage Prescription Drug (MAPD) Processing.

The Contractor shall be able to provide education training to internal customers of COB&R components. Internal training should be used to provide education related to computer applications employed by or being developed by COB&R. Internal training may also be requested to provide internal customers with education related MSP functions and/or rules. Internal training efforts can be performed via Webinars, CBTs, and classroom formats. Training activities shall be considered with the development or modification to all COB&R applications and included within the PMP.

Contractor shall provide a Help Desk function to provide support with provided educational products. The Help Desk service described in section C.3.1.6 should be considered to support this function. Under this activity, the Help Desk would provide support to users related to installation or execution of CBTs.

C.3.5.2 Outreach Activities

The Contractor shall provide outreach activities to COB&R external customers. Outreach activities may be required whenever modifications to system interfaces or program

processes changes are applied to COB&R functions. Outreach activities shall include the development of postings to be applied to the CMS and MSP websites.

The Contractor shall provide marketing functions at CMS' request to support existing and/or new programs under COB&R. Marketing functions may be employed by CMS to attain external participation in programs that are voluntary, such as VDSA (Voluntary Data Sharing Agreement).

The Contractor shall prepare and submit to CMS bulletin language on COB&R activities and issues that can be used at the discretion of CMS.

The CMS has employed the use of Town Hall meetings to discuss MSP functions with COB&R external customers. Contractor shall be required to lead and/or participate in Town Hall meetings as specified by CMS. As the lead for Town Hall meetings, the Contractor shall develop agendas for the meetings and document issues and concerns raised during those same meetings.

The CMS uses surveys to assess performance, ease of use, and functional improvements for internal and external facing applications and functions. The Contractor shall be able to support the development of up to 12 surveys on an annual basis. Survey development shall include the determination of the survey questions, selection of survey recipients, capture of responses, interpretation of responses and reporting of results.

C.3.6 Security Oversight

The Contractor will have overall responsibility to ensure all physical and system security requirements are maintained by the COB&R contractor components. Each COB&R component would be responsible for having and implementing proper security functions. The Contractor security component shall ensure these processes are adequate and appropriate. A principal SSO (System Security Officer) shall be designated by the Contractor.

The Contractor shall ensure contracting components of the COB&R, adhere to the CMS (Business Partners Systems Security Manual (BPSSM) - http://www.cms.gov/manuals/downloads/117_systems_security.pdf). As such, all requirements and CMS deliverables stated within the BPSSM for the contracting components of the COB&R, shall be reviewed and approved by the Contractor's principal SSO prior to submission to CMS.

C.4 Communication Requirements

There are certain ongoing activities that the Contractor shall conduct, as well as entities with which it will interact in order to maintain consistency of Medicare program operations. As a result, CMS

depends on a close and well-coordinated working relationship among its internal components and external organizations.

C.4.1 Joint Operating Agreements (JOA)

The Contractor shall develop Joint Operating Agreements (JOA) no later than 90 calendar days after the award of the contract. The JOA describes the work that needs to be accomplished, and the roles and responsibilities of each signatory for the success of the task or project. It includes specifics about who will do what, when, and for whom. The JOA also spells out the process the parties will follow if either believes that the other is not following the agreement, including any alternative dispute resolution procedures. Each JOA should include, but not be limited to, the following topics:

- Confidentiality.
- Definitions.
- Workload.
- Contract Roles and Responsibilities.
- Dispute Resolution.
- Connectivity.
- Communication.

A JOA shall be developed with the following CMS contractors:

- BPOC.
- MSPSC.
- MSP RACs (GHP RAC and Ongoing Responsibility for Medical (ORM) RAC).
- WCRC (Workers' Compensation Review Contractor).

C.4.2 COB&R Contractors Communication

The Contractor shall cooperate and coordinate with the COB&R contractors (MSPSC, BPOC, and MSP RACs) as appropriate. The Contractor's performance will be evaluated using measures including, but not limited to;

- Demonstration of ongoing dialogue or meetings with the COB&R contractors;
- Feedback from the COB&R contractors; and
- Number and type of issues that arise and indicate communication, or lack of communication, between the COB&R contractors and the Contractor.

C.4.3 Workers' Compensation Review Contractor (WCRC) Communication

Workers' Compensations Medicare Set-aside Arrangements (WCMSAs) may be submitted to the BPOC or via the Workers' Compensation Medicare Set-aside Arrangement Portal (WCMSAP). Tracking and processing of these submissions are subsequently performed with the Workers'

Compensation Case Control System (WCCCS). As MSPSC supports the WCMSAP and WCCCS applications and the BPOC may receive paper submissions, the Contractor shall be responsible to ensure the interactions with these entities and the WCRC Contracting Officers' Representative (COR) are properly performed.

C.4.4 Secure Email

The Contractor shall use the CMS provided or a CMS approved secure email application for transmissions with CMS and with Medicare contractors that have application access, including email attachments. The Contractor shall use the secured email service when transmitting e-mails that include Protected Health Information (PHI) such as beneficiary Social Security Numbers (refer to HIPAA to learn about PHI) and/or other similarly sensitive or confidential information (e.g., information covered by the Privacy Act).

For additional guidance, please refer to the:

CMS Information Security (IS) Acceptable Risk Safeguards (ARS) which establishes the minimum IS thresholds for CMS to be in compliance with the National Institute of Standards & Technology (NIST) Special Publication (SP) 800-53, *Recommended Security Controls for Federal Information Systems*.

<http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final.pdf>

C.5 Administrative Requirements

C.5.1 Staffing

Throughout the period of this contract, the Contractor shall provide only those personnel who are fully qualified and competent to perform their assigned work and who possess the at least the minimum background/experience for each labor category proposed. The Contractor shall designate and identify all key personnel (management, supervisory and technical) who will participate in its day to day activities. The Contractor shall dedicate all key personnel 100% to this contract, unless otherwise agreed to by CMS. The CMS shall provide approval of all key personnel, including all Subcontractors. The Contractor shall notify CMS of any key personnel leaving the program on the first business day upon learning that a key personnel vacancy will occur. The Contractor must take action to remove all access to CMS and Contractor systems and data associated with this SOW on the employee's last day of employment or earlier if warranted.

Prior to diverting any of the specified individuals to other programs, the Contractor shall notify CMS reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of

the Contracting Officer.

The Contractor shall notify CMS by e-mail of all planned key personnel absences longer than 2 weeks. The Contractor shall notify CMS by e-mail when scheduled vacations, attendance at conferences, training, etc. result in simultaneous absence of all key personnel from the project.

The Contractor shall notify the CMS on the first business day upon learning that a key personnel temporary vacancy will occur. CMS defines a temporary vacancy to be a period in excess of 30 calendar days. If, at any time during the temporary vacancy the Contractor learns that the vacancy will be in excess of 90 calendar days, the Contractor shall provide a course of action to mitigate the effects of the absence. The COR shall approve the alternative(s) proposed by the Contractor.

The contract may be amended from time to time during the course of the contract to either add or delete key personnel, as appropriate. All proposed substitutions must be submitted, in writing, to CMS at least 30 calendar days prior to the proposed substitution or as soon as reasonably known. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume and any other information required by CMS. All proposed substitutions for key personnel must have qualifications equal to or greater than the person(s) being replaced.

C.5.2 Key Personnel

Note that the following Key Personnel labor categories are not intended to cover all of the Contractor's management positions and categories. The Contractor shall provide competent overall contract management and performance.

C.5.2.1 Project Director

The Project Director is a senior manager responsible for coordinating the management of all work performed under this contract, including overseeing the work of subcontractors, team members and vendors. The Project Director shall act as the central point of contact with CMS and shall have the full authority to act for the Contractor in the performance of the required work and services under the contract. The Project Director is responsible for all phases of performance, including contract management, contract cost control, project management, coordination of resource needs, coordination with corporate resources and management, and has direct accountability for the technical accuracy, timeliness and quality of all deliverables. The Project Director is also responsible for the management of all subcontractors, consultants, vendors and similar parties, if any, engaged in performing work under the contract. The Project Director provides expert leadership in all contract tasks and, as appropriate, in specialized technical areas. The Project Director will have the authority to commit the Contractor without prior corporate approval. The Project Director shall report in writing and orally to contractor management and CMS officials, including the

CMS Contracting Officer (CO) and COR.

The Project Director shall meet with the COR and the CO or their designee(s) on a monthly basis to review scheduling, priorities, funding, performance issues, and similar matters. The Project Director shall have broad and deep knowledge of business administration, human resource management, business process and general systems processing.

The Project Director shall have: 1) experience as a senior-level manager and 2) a working knowledge of Medicare, the insurance industry as it relates to Medicare, MSP, COB, and Recovery activities. The Project Director should be fully qualified - preferably qualified in project management (e.g. Project Management Professional (PMP) by Project Management Institute (PMI)).

C.5.2.2 Quality Assurance Officer

The Quality Assurance Officer shall provide and maintain a comprehensive quality program for the control of quality that is acceptable to the Government and ensures the requirements of the contract are provided. The Quality Assurance Officer is responsible for coordination and communication with Trainers, Compliance Officer, etc., when a deficiency in guidelines, processes, procedures, and/or policies is uncovered during the Contractor's established quality review program. The Quality Assurance Officer is responsible for the improvement of the overall quality and efficiency in order to maintain the integrity of the contract.

C.5.2.3 Principal Systems Security Officer (SSO)

The Contractor shall designate a principal Systems Security Officer (SSO) qualified to manage the Medicare system security program and assure the implementation of necessary safeguards.

The principal SSO shall be organizationally independent of IT operations. The SSO may not have responsibility for operation, maintenance, or development. The Contractor may have additional SSOs, but they must coordinate security actions through the principal SSO for Medicare records and operations.

The principal SSO assures compliance with CMS Core Security Requirements by performing the activities listed in the BPSSM.

The principal SSO position should be full-time and fully qualified—preferably credentialed in systems security (e.g., Certified Information Systems Security Professional [CISSP]).

C.5.3 Non-Key Personnel

The CMS believes that the following positions should be included in the Contractor's staffing plan; however, the Contractor is not required to obtain prior CMS approval of the persons selected to fill them.

C.5.3.1 Training Specialist

The Training Specialist is responsible for all training performed, both through courses and instructional materials, to educate technical and non-technical personnel. The Training Specialist: 1) gathers and assimilates information on a subject matter, organizes and condenses material, and prepares course outline, handouts, and visual aid materials; 2) coordinates with CMS subject matter experts (SMEs) to prepare courses that meet stated objectives; and 3) may be required to instruct or to prepare/arrange for the preparation of automated training materials (*e.g.*, video-recorded training, computer aided tutorials).

C.5.3.2 Technical Writer

The Technical Writer creates and maintains documentation on all aspects of each system in this contract and, as such, shall be able to communicate effectively both verbally and in writing and be knowledgeable regarding contractor operations. As necessary, the Technical Writer drafts, edits, and rewrites material of a technical nature, including manuals, user guides, and technical documentation for presentations.

C.6 Project Management Requirements

C.6.1 Conflicts of Interest

As part of the process of maintaining effective internal controls, the Contractor shall take all steps to avoid conflicts of interest. The Contractor shall immediately report any actual or potential conflicts of interest to CMS. The Contractor shall maintain a Conflict of Interest Management Plan. The Plan shall be updated whenever a new existing or potential conflict of interest is identified. The Plan shall be approved by CMS.

C.6.2 Bi-Weekly Project Status Report

The Contractor shall meet, at minimum, bi-weekly with the COR to review current project status. The Contractor shall submit a bi-weekly status report to the COR and include, but not limited to, the following:

- An executive summary and dashboard with narratives on the achievement of milestones and deliverables, as well as a statement of activities anticipated during the subsequent reporting period;
- QA status and issues;

- System problems encountered during the period, corrective action initiated on problems encountered during the period, and previously reported problems that were resolved during the period;
- Changes to key personnel;
- Changes in other staffing assignments or responsibilities, and personnel turnover rate;
- Contract information to include financial reporting information that contains, but is not limited to, budgeted cost to date, actual cost to date, estimated cost to complete, award fee issues, performance against the Award Fee Plan, etc., and any outstanding procurement issues/actions;
- Expenditures for the prime contractor; and
- Expenditures for each subcontractor.
- Risk Management – for the period and near term or by phase.

C.6.3 COB&R Monthly Executive Report

The Contractor shall meet, at minimum, monthly with the CMS CORs and BFLs of the COB&R to review the current state of the contracts. At the discretion of the COR, the COB&R Monthly Executive Report and Meeting may be changed to quarterly. The Contractor shall submit a monthly status report to the COB&R CORs and include, but not limited to, the following:

- An executive summary and dashboard with narratives on the achievement of milestones, deliverables, and key findings, as well as a statement of activities anticipated during the subsequent reporting period;
- QA status and issues;
- System problems encountered during the period, corrective action initiated on problems encountered during the period, and previously reported problems that were resolved during the period;
- Changes to key personnel, and other staffing assignments or responsibilities, and personnel turnover rate; and
- General contract expenditures.
- Risk Management – for the period and near term or by phase.

C.6.4 COB Monthly Status and Workload Report

The BPOC of the COB&R generates a COB Monthly Status and Workload Report that includes workload performance specific to the tasks required in its SOW (i.e. - coordination of benefits and recovery activities). The Contractor shall review the COB Monthly Status and Workload Reports, and any other reports as identified by the COR, for accuracy, inconsistencies, etc. and reports its findings in a narrative format. The Contractor shall monitor any major findings or issues that required further investigation or a corrective action plan.

The contractor shall provide ad hoc reports when requested by the COR and/or Business

Function Leads (BFLs). The reports shall be delivered with the content, format, and timeframe as specified by the COR and/or BFLs.

C.6.5 Site Visits

At the discretion of CMS, the Contractor shall provide for on-site inspections of all or part of each facility and/or service provided by the Contractor. The inspections shall be conducted by CMS employees and/or their representatives and shall include audits, security reviews, certifications, software evaluations, Independent Validation and Verification (IV&V) and/or other quality inspections. The purpose of these inspections is to verify that services contracted for are being provided, that CMS policy/requirements are being adhered to, and to ensure quality throughout the development and contract life cycles. It is also to ensure that the Contractor's adopted technologies and methodologies are not in conflict with CMS's strategic direction.

The Contractor shall provide CMS or its representatives with data and access requested in order to verify and validate the availability, performance, service level, quality, architecture and cost of the services. The Contractor shall work with CMS to resolve issues. Action items shall be documented and shall clearly demonstrate that all issues have been resolved to CMS's satisfaction. The Contractor shall report the status of action items in the monthly status report.

These inspections by CMS and/or their designated representatives shall be independent of, and are an adjunct to, the normal quality assurance, process controls, internal audits or other related processes provided as part of this contract. The inspections shall be conducted at various levels of intensity, from high-level review to rigorous detail.

C.6.6 Meetings and Workgroup Participation

The Contractor shall participate in scheduled and ad hoc meetings with CMS and the other COB&R contractors, as required by the CORs, and shall send the appropriate personnel. The COR may call for occasional subject specific meetings with appropriate contractor managers, members of the COR's staff, and other CMS officials. These meetings may occur face to face or via teleconference. The Contractor shall prepare brief written minutes of each meeting, including all agreements reached and action items pending and shall submit them (along with any handouts used at the meeting) to the COR within 2 business days. Additionally, as required by the COR, the Contractor shall be available to meet with CMS staff to discuss issues, provide status updates, milestone achievements, and to resolve any problems related to the contract. Agendas for regularly scheduled and ad-hoc meetings should be received at CMS at least 1 business day prior to the meeting start time (24 hours). These meetings may take place at the Contractor's site, CMS headquarters in Baltimore, Maryland or via teleconference. The Contractor should assume that half of such site meetings will be held at CMS, and half at the Contractor site.

C.6.7 MSP Future Enhancements Reports

The contractor shall provide an annual Future Enhancements Report that covers any recommended changes or improvements to the MSPIC operations. The contractor shall submit its recommendations for future enhancements to the COR, by the last business day of the seventh month after the effective date of the contract. At a minimum, the report shall include complete, objective answers to the following questions:

- What is the cost of making the recommended changes?
- What are the benefits to be derived from making the changes?
- What is a reasonable time frame for completing the enhancements?
- How will outcome(s) be measured?

The contractor shall evaluate frequently asked questions it receives to identify opportunities to improve the MSP identification and recovery processes. The contractor shall also address ways to improve its internal customer support services. If a contract option year is exercised, the contractor shall submit the Future Enhancement Report by the seventh month after the effective date of the exercise of the option. The CMS will respond to the recommendations within 30 business days of receipt of the report.

C.7 Infrastructure Requirements

The Contractor shall operate from 8:00 a.m. through 6:00 p.m. Eastern Time, Monday through Friday, except for the 10 Federal holidays: New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, and Christmas Day. All contractor systems shall be up and running and may not be scheduled for periodic maintenance during this time period. The Contractor shall not schedule any internal system maintenance during operational hours unless otherwise specified or authorized by the COR. The Contractor shall allow CMS access to designated MSP specific business applications at any time during the operating hours. The Contractor's infrastructure shall be available ninety-eight percent (98%) of the time during all required hours of operation. This percentage excludes time related to CMS MDCN enterprise issues, MSPSC, and CMS MSP hosted or controlled applications.

C.7.1 Medicare Data Communications Network (MDCN)

The CMS currently uses the Medicare Data Communications Network (MDCN) as its data communications network (more information is available online, currently at <http://www.cms.hhs.gov/AccessstoDataApplication>).

MDCN telecommunications services are frame-based T-1 services. The Contractor shall provide a gateway to its internal LANs in order to effectively interface with T-1, frame-based telecommunications technology, unless otherwise negotiated. The Contractor shall also support

the upgrade of the frame-based technology to the Multiprotocol Label Switching (MPLS) target architectures.

The Contractor shall designate a program point-of-contact (POC) and a technical POC to initiate, focus, and facilitate MDCN connectivity. These POCs shall have the authority to represent/bind the Contractor within the scope of data communications operations and supporting environments. The Office of Information Services (OIS) in CMS is responsible for the MDCN contract and serves as the collection and liaison point for all new/revised data communications needs.

The Contractor shall submit connectivity requests as needed to OIS at MDCN@cms.hhs.gov and complete the technical information exchange necessary with the OIS MDCN POC technical representatives. At the time of the request, CMS shall supply the Contractor with names of authorized MDCN POCs.

The OIS MDCN POC, the Contractor, and the CMS segment transition manager shall establish regular teleconferences to accurately and timely communicate all data communications needs and to obtain a prompt installation. When all specifications and requirements are complete, the MDCN POC is contractually required to provide data communications within 60 calendar days.

The Contractor shall have all facility leases signed and arrangements made for the local telephone company and/or MDCN POC to have access to buildings to install lines and/or equipment.

The Contractor shall grant the MDCN POC access to equipment on its premises for installation, troubleshooting, and maintenance activities.

The Contractor shall identify any modifications to its data communications network requirements, throughout the tenure of the contract, as a result of changes to its workload and shall timely communicate those needs to OIS through established protocols.

Notes:

- The MDCN POC is dependent upon the local telephone company to install lines. The local telephone companies maintain their own schedules and may not be able to meet a customer's particular need for expedited installation and service.
- Requirements-gathering shall include an interactive review process among the Contractor, OIS, and its MDCN POC.

C.7.2 Government Furnished Software

The Contractor must provide all the software necessary to support this contract unless otherwise noted by CMS.

The Contractor must also receive prior approval in writing from CMS before introducing any new COTS products or utilities into the processes, execution, results analysis, and reporting processes. All products, including software and utilities, developed to support the activities and deliverables of this contract shall become the property of CMS.

C.7.3 Government Furnished Hardware

CMS will not provide equipment or office facilities at the CMS site for Contractor personnel. Development, Testing and Production environments for COB&R program applications will be established by the MSPSC. The Contractor must establish the necessary connectivity to these environments. The Contractor shall provide the cost of establishing connectivity as a unique "Other Direct Cost" in the Business Proposal.

C.7.4 Security

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,

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

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

- P.L. 93-579, *The Privacy Act of 1974*, <http://www.usdoj.gov/oip/privstat.htm> , (as amended);
- P.L. 99-474, *Computer Fraud & Abuse Act of 1986*, www.usdoj.gov/criminal/cybercrime/ccmanual/01ccma.pdf P.L. 104-13, *Paperwork Reduction Act of 1978*, as amended in 1995, U.S. Code 44 Chapter 35, www.archives.gov/federal-register/laws/paperwork-reduction;
- P.L. 104-208, *Clinger-Cohen Act of 1996* (formerly known as the Information Technology Management Reform Act), http://www.cio.gov/Documents/it_management_reform_act_Feb_1996.html;
- P.L. 104-191, *Health Insurance Portability and Accountability Act of 1996* (formerly known as the Kennedy-Kassenbaum Act) <http://aspe.hhs.gov/admsimp/pl104191.htm>;
- OMB Circular No. A-123, *Management's Responsibility for Internal Control*, December 21, 2004, http://www.whitehouse.gov/omb/circulars/a123/a123_rev.html;
- OMB Circular A-130, *Management of Federal Information Resources*, Transmittal 4, November 30, 2000, <http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>;
- OMB directives, <http://www.whitehouse.gov/omb/infomag/infopoltech.html>;
- Department of Homeland Security (DHS) directives, , (e.g., Homeland Security Presidential Directive HSPD-7 and HSPD-12), http://www.dhs.gov/xabout/laws/editorial_0607.shtm;
- NIST standards and guidance, <http://csrc.nist.gov/>;
- Department of Health and Human Services (DHHS) regulations, policies, standards and guidance <http://www.hhs.gov/policies/index.html>; and
- GAO/AIMD-12.19.6, *Federal Information System Controls Audit Manual (FISCAM)*, January 1999, <http://www.gao.gov/special.pubs/ai12.19.6.pdf>.

Furthermore, these laws and regulations provide an infrastructure to assist CMS in implementing and managing a cost-effective IS program to protect its information and information systems. Therefore, **the Contractor shall** adhere to all IT policies, standards, procedures, 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** review these websites monthly, at a minimum, given that the information is updated frequently.

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

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- 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 (IAW) CMS procedures;
- Document its compliance with CMS security requirements and maintain such documentation in the systems security profile;
- Prepare and submit IAW with CMS procedures, an incident report to CMS of any suspected or confirmed incidents that may impact or compromise CMS information or information systems; and
- Participate in CMS IT conferences as directed by CMS.

The Contractor shall comply with the Department of Health and Human Services (DHHS) information security requirements by performing, but not limited to, the following:

- The Contractor shall ensure new systems are configured with the applicable Federal Desktop Core Configuration (FDCC) (http://nvd.nist.gov/fdcc/download_fdcc.cfm) and applicable configurations from <http://checklists.nist.gov>, as jointly identified by the Operating Division (OPDIV)/Staff Division (STAFFDIV) 'COR and the Chief Information Security Officer (CISO).
- The Contractor shall ensure hardware and software installation, operation, maintenance, update, and/or patching will not alter the configuration settings specified in: (a) the FDCC (<http://nvd.nist.gov/fdcc/index.cfm>); and (b) other applicable configuration checklists as referenced above.
- The Contractor shall ensure applications are fully functional and operate correctly on systems configured in accordance with the above configuration requirements.
- The Contractor shall ensure applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- Federal Information Processing Standard 201 (FIPS-201)-compliant, Homeland Security Presidential Directive 12 (HSPD-12) card readers shall: (a) be included with the purchase of servers, desktops, and laptops; and (b) comply with FAR Subpart 4.13, *Personal Identity Verification*.
- The Contractor shall ensure that all of its subcontractors (at all tiers) comply with the above requirements.

An approved *HHS Department Information Security Policy/Standard Waiver* is required to deviate from the technical standard set forth above.

C.7.4.1 Holiday Schedule

The contractor shall provide to the COR their holiday schedule with office closures 20 days after award and annually thereafter.

C.8 Project Management Plan

The contractor shall maintain a Project Management Plan (PMP) approved by the COR which shall address key projects mutually agreed by CMS and the contractor to support the management of the contract as needed. The PMP shall be delivered 180 calendar days after award of the contract.

The purpose of the PMP is to define the project, the scope of work to be performed, the project activities, deliverables, staffing requirements, and organization of program team and interfaces between the contractor and CMS. It represents a level of detail sufficient to establish and maintain control of all programs functions for successful program execution.

C.8.1 Implementation Project Plan

The contractor shall adhere to the Implementation Project Plan (IPP) from the incoming contractor, as needed. The IPP includes a detailed work breakdown structure of all activities/tasks required to transfer all of the Coordination of Benefits and Recovery program management, quality assurance, and outreach and education activities to the incoming contractor.

C.8.1.1 Implementation and Transition Requirements

The contractor shall facilitate an orderly transition of the contract and all Coordination of Benefits and Recovery program management, quality assurance, and outreach and education activity data and records from the current Medicare contractor in accordance with the IPP. The contractor shall establish and maintain a transition team throughout the course of the transition.

The transition shall be considered successful when all Coordination of Benefits and Recovery program management, quality assurance, and outreach and education activities are performed by the incoming contractor beginning on the specified transition date.

C.8.1.2 Contractor Transition Responsibilities

The contractor shall cooperate fully with the outgoing COB and recovery contractor and incoming COB&R BPOC, SC and RAC contractors during the transition period.

C.8.1.3 Transition Project Plan

The contractor shall adhere to the Transition Project Plan (TPP) to provide for the transfer and receipt of Coordination of Benefits and Recovery program management, quality assurance, and outreach and education activity functions and the transition of records. The TPP will be provided by

the incoming contractor. The TTP shall be delivered 180 calendar days after award of the contract.

The TPP shall address any workloads to be transitioned and contain a proposal of which workload categories to address and in what order of priority.

The contractor's TPP shall incorporate the acceptance of all transferred workloads by the first business day of implementation.

C.8.1.4 Implementation Transition and Cutover Meetings

The contractor shall attend and maintain all minutes for meetings in accordance with the IPP, TPP, or as directed by the COR.

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C.9 Deliverables

In performing the services and providing the support described in the SOW, the Contractor shall provide the deliverables according to the following schedule to the COR or their designated Alternate. The CMS may choose to give consideration to unforeseen circumstances. Deliverable due dates are as stated unless otherwise agreed to by CMS and the Contractor. All timeframes are in calendar weeks, calendar months, or calendar days.

SOW #	Deliverable	Initial Due Date	Recurring
C3.1.1	Project Management Plan	45 days after contract award	Updated bi-weekly
C3.1.2	Risk Management Plan	180 days after contract award	Annually
C3.1.2	Business Continuity Plan	180 days after contract award	Annually
C3.1.3	Program Issues Log	60 days after contract award	Updated bi-weekly
C3.1.3	Production Readiness Review	n/a	7 days prior to major application release
C3.1.3	Post Implementation Review Report	n/a	60 days after implementation of major release
C3.1.4	Change Request Tracking Application	60 days after contract award	
C3.1.4	Change Request Tracking Conversion	90 days after contract award	
C3.1.5	Change Control Board Procedure	30 days after contract award	
C3.1.6	Change Control Board Meeting Agenda	n/a	3 business days prior to CCB meeting
C3.1.5	Change Control Board Meeting Minutes	n/a	2 business days after CCB meeting
C3.1.6	Program Help Desk Procedures	90 days after contract award	
C3.1.6	Daily Production Processing Report	n/a	Daily
C3.1.6	System Availability Report	n/a	Monthly
C3.1.7	Business Operations Reports	n/a	Monthly
C3.2.1	Business Requirement Template	60 days after contract award	
C3.2.3	Release Test Plan	n/a	CMS discretion
C3.2.3	Release Test Cases	n/a	CMS discretion
C3.2.3	Release Test Results	n/a	1 week prior to production implementation
C3.3	Document Management System Plan	30 days after contract award	
C3.3	Document Management Conversion	60 days after contract award	

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SOW #	Deliverable	Initial Due Date	Recurring
C3.4	Quality Assurance Plan	90 days after contract award	Annually
C3.4	Quality Assurance Report	n/a	Quarterly
C3.4.1	CMMI Attainment Plan	180 days after contract award	
C3.4.1	CMMI Level 3 Attainment	18 months after contract award	
C3.4.3	Tracking Database Proposal	90 days after contract award	Annually
C3.5	Education Plan	90 days after contract award	Semi-Annual
C3.5.1	Assumed maintenance of existing CBTs	90 days after contract award	
C3.6	Business Risk Assessment	180 days after contract award	Annually
C3.6	Information Security Risk Assessment	180 days after contract award	Annually
C3.6	System Security Plan	180 days after contract award	Annually
C3.6	Contingency Plan	180 days after contract award	Annually
C3.6	Tabletop Test Plan	180 days after contract award	Annually
C3.6	Tabletop After Action Plan	n/a	Annually
C3.6	Security Corrective Action Plan	n/a	Annually
C4.1	Joint Operating Agreements	90 days after contract award	
C6.1	Conflict of Interest Management Plan	n/a	When applicable
C6.2	Project Status Report	n/a	Bi-weekly
C6.3	Monthly COB&R Report	n/a	Monthly
C6.3	Narrative from Review of COB Monthly Status & Workload Report		Monthly
C6.6	Meeting Agenda	n/a	1 business day prior to meeting
C6.6	Meeting Minutes	n/a	2 business days after meeting
C6.7	Future Enhancement Reports	Last business day of the 7 th month after contract award	Annually
C.7.4.1	Holiday schedule with office closures	20 days after contract award and annually thereafter	Annually
C8	Project Management Plan (PMP)	180 days after contract award	
C8.1.3	Transition Project Plan (TPP)	180 days after contract award	

C.10 508 Compliance

SECTION 508 – ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY

Electronic and Information Technology (EIT) products produced and/or delivered shall be Section 508 compliant in accordance with accessibility standards, where applicable.

- (a) This task order is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Electronic and Information Technology (EIT), the EIT must allow Federal employees and individuals of the public with disabilities comparable access to and use of information and data that is provided to Federal employees and individuals of the public without disabilities.
- (b) The EIT accessibility standards at 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and apply to contracts and task/delivery orders, awarded under indefinite quantity contracts on or after June 25, 2001.
- (c) Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract, as a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:
 - 1. Cancellation of the contract, delivery or task order, purchase or line item without termination liabilities; or
 - 2. In the case of custom Electronic and Information Technology (EIT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the noncompliant EIT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.
- (d) The Contractor must ensure that all EIT products that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.
- (e) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date; whichever shall occur first.

Section 508 Compliance for Communications

The MPSIC shall comply with the standards, policies, and procedures below. In the event of conflicts between the referenced documents and this SOW, the SOW shall take precedence.

Rehabilitation Act, Section 508 Accessibility Standards

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1. 29 U.S.C. 794d (Rehabilitation Act as amended)
2. 36 CFR 1194 (508 Standards)
3. www.access-board.gov/sec508/508standards.htm (508 standards)
4. FAR 39.2 (Section 508)
5. CMS/HHS Standards, policies and procedures (Section 508)

In addition, all contract deliverables are subject to these 508 standards as applicable.

Regardless of format, all Web content or communications materials produced, including text, audio or video - must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. All contractors (including subcontractors) or consultants responsible for preparing or posting content must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents above. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the **SOW, PWS, or TO**, shall be the responsibility of the Contractor or consultant.

The following Section 508 provisions apply to the content or communications material identified in this **SOW, PWS, or TO**:

- 36 CFR Part 1194.21–a - l
- 36 CFR Part 1194.22–a - p
- 36 CFR Part 1194.31–a - f
- 36 CFR Part 1194.41 a – c

The Contractor shall provide a completed Section 508 Product Assessment Template and the Contractor shall state exactly how proposed EIT deliverable(s) meet or does not meet the applicable standards.

The following Section 508 provisions apply for software development material identified in this SOW, PWS, or TO:

For software development, the Contractor/Developer/Vendor shall comply with the standards, policies, and procedures below:

Rehabilitation Act, Section 508, Accessibility Standards

- (1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- (2) 36 CFR 1194 (508 Standards)
 - 36 CFR Part 1194.21 (a – l)
 - 36 CFR Part 1194.31 (a – f)
 - 36 CFR Part 1194.41 (a – c)

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- (3) www.access-board.gov/sec508/508standards.htm (508 Standards)
- (4) FAR 39.2 (Section 508)
- (5) CMS/HHS Standards, policies and procedures (Section 508)
 - a. Information Technology – General Information
(<http://www.cms.hhs.gov/InfoTechGenInfo/>)

For web-based applications, the Contractor shall comply with the standards, policies, and procedures below:

Rehabilitation Act, Section 508, Accessibility Standards

- (1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- (2) 36 CFR 1194 (508 Standards)
 - 36 CFR Part 1194.22 (a – p)
 - 36 CFR Part 1194.41 (a – c)
- (3) www.access-board.gov/sec508/508standards.htm (508 Standards)
- (4) FAR 39.2 (Section 508)
- (5) CMS/HHS Standards, policies and procedures (Section 508)
 - a. Information Technology – General Information
(<http://www.cms.hhs.gov/InfoTechGenInfo/>)

C.11 Acronyms

BPOC	Business Program Operations Contract
BFL	Business Function Lead
BPSSM	Business Partners System Security Manual
CAP	Corrective Action Plan
CBT	C.11.1.1 Computer Based Training
CCB	Change Control Board
CDM	Conceptual Data Model
CISSP	Computer Information Systems Security Professo
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare & Medicaid Systems
CO	Contracting Officer
COB	Coordination of Benefits
COBA	Coordination of Benefits Agreement
COB&R	Coordination of Benefits & Recovery
COR	Contracting Officers' Representative
COTS	Commercial Off The Shelf
DHHS	Department of Health and Human Services
DVC	Data Validation Component
ECRS	Electronic Correspondence and Referral System
EDI	Electronic Data Interchange
ESRD	End-Stage Renal Disease
FI	Fiscal Intermediary
ILC	Investment Life Cycle
IAW	In Accordance With
IPP	Implementation Project Plan
ISSO	Information Systems Security Officer
IT	Information Technology
HHS	Health and Human Services
JAD	Joint Application Development
JOA	Joint Operation Agreement

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MDCN	Medicare Data Communication Network
MSP	Medicare Secondary Payer
CONTRACTOR	Medicare Secondary Payer Integration Contractor
MSPR	Medicare Secondary Payer Recovery
MSPSC	Medicare Secondary Payer Systems Contractor
OIS	Office of Information Systems
PHI	Protected Health Information
PMP	Project Management Plan
POC	Point of Contact
QA	Quality Assurance
RD	Requirements Document
SME	Subject Matter Expert
SOP	Standard Operating Procedure
SOW	Statement of Work
SSO	System Security Officer
TPP	Transition Project Plan
UAT	User Acceptance Testing
VDSA	Voluntary Data Sharing Agreement
WCCCS	Workers' Compensation Case Control System
WCMSAP	Workers' Comp Medicare Set-Aside Portal

GLOSSARY

the Act	the Social Security Act
Business Function Lead (BFL)	A BFL is responsible for the day-to-day operation of a specific business function and assists the COTR by performing various tasks. The BFL does not have the authority to provide technical direction.
Business Partners System Security Manual (BPSSM)	The BPSSM can be found at http://www.cms.hhs.gov/InformationSecurity/ISD/list.asp#TopOfPage
Centers for Medicare & Medicaid Services (CMS)	The agency within the Department of Health and Human Services established to administer the Medicare and Medicaid programs. Formerly known as the Health Care Financing Administration (HCFA).
Coordination of Benefits (COB)	The coordination that occurs between multiple payers so that payments are made in the proper order and claims are automatically transferred from the primary payer to the secondary payer for further processing. It

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	includes sending claims to Medi-gap insurers for secondary payment after Medicare has made a primary payment, crossing claims over to another insurer after Medicare has made a primary payment and MSP situations where primary insurance is coordinated with Medicare. It also includes the sharing of benefit information with primary payers other than Medicare.
Contract Specialist (CS)	A person who assists in facilitating the administrative aspect of a contract between the COTAR, Contactor and Contracting Office.
Contracting Officer (CO)	A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
Contracting Officers' Representative (COR)	An individual to whom the Contracting Officer delegates certain contract administration responsibilities, usually related to technical direction and acceptance issues.
End-Stage Renal Disease (ESRD)	A basis of Medicare entitlement involving a usually irreversible medical condition in which a person's kidneys cease functioning on a permanent basis, leading to the need for a regular course of long-term dialysis or a kidney transplant to maintain life.
Federal Information Security Management Act of 2002 (FISMA)	Requires agencies to integrate information technology (IT) security into their capital planning and enterprise architecture processes at the agency, conduct annual IT security reviews of all programs and systems, and report the result of those reviews to the OMB.
Fiscal Intermediary (FI)	A private agency or entity that contracted with CMS under sections 1816 and 1842 of the Act to determine and make Medicare Part A payments and in some instances, Part B payments, and to perform other related Medicare administrative services for providers (i.e., hospitals, Skilled Nursing Facilities, Home Health Agencies, and hospices), within a defined geographic area. (The MMA requires that CMS phase out these contractors under Medicare Contracting Reform. Section 911 of the MMA requires CMS to replace all FIs and carriers with competitively-procured Medicare Administrative Contractors (MACs) that will operate under Federal Acquisition Regulation (FAR) contracting

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	authority and standards.)
Group Health Plan (GHP)	Any arrangement made by one or more employers or employee organizations to provide health care directly or through other methods such as insurance or reimbursement to current or former employees, the employer, current and former business associates or their families, which is insured, underwritten, sponsored or administered or contributed to by the employer.
Health Insurance (HI)	1) Hospital Insurance – Medicare HI (also known as Medicare Part A) is an insurance program providing basic protection against the costs of hospital and related post-hospital services 2) Hawaii
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	To amend the Internal Revenue Code of 1986 to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes. PL 104-191.
Individually Identifiable Health Information	As provided in §160.103 of the HIPAA privacy rule, this relates to information that is a subset of health information, including demographic information collected from an individual and: 1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and 2) Relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that i) identifies the individual; or ii) with respect to which there is reasonable basis to believe the information can be used to identify

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	the individual.
Information Security (IS)	The protection of information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide confidentiality, integrity, and availability, (44 USC Sec. 3542)
Information Security/Risk Assessment (IS/RA)	Information Security (IS) Risk Assessment (RA) must be conducted for each GSS, GSS sub-system (if applicable), MA and MA application. The IS RA contains a list of system threats and vulnerabilities, an evaluation of current system security controls, their resulting risk levels, and any recommended safeguards to reduce the system's risk exposure. Also, the IS RA supports risk management in the evaluation of the system's risk impact upon CMS' enterprise security model.
Information Technology (IT)	1) Any equipment or interconnected system that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. It commonly includes computers, ancillary equipment, software, firmware, similar procedures, services, and related resources. [NIST SP 800-64] 2) The term information technology includes computers, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. [40 USC Sec. 1401]
Joint Operating Agreement (JOA)	A JOA describes work that needs to be accomplished and the roles and responsibilities of each signatory for the success of a task or project. It includes details about functions to be performed and by whom and outlines the process that the parties will follow if either believes that the other is not complying with the terms of the agreement.
Large Group Health Plan (LGHP)	A GHP of either an employer or employee organization that has 100 or more employees.
Medicare	A nationwide, Federal Health Insurance program authorized by Title XVIII of the Act for persons 65 years of age or older, certain younger disabled persons, and

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	persons with permanent kidney failure.
Medicare Administrative Contractor (MAC)	An entity that contracts with CMS under § 911 of the MMA, which replaced the authority under which FIs and carriers currently administer the Medicare Part A and Part B FFS programs.
Medicare Advantage(formerly Medicare + Choice) program (MA)	A third part of Medicare (Part A and Part B being the first and second part) also known as Medicare Part “C” was established by the Balance Budget Act of 1997 {PL 105-33} and allows beneficiaries the option of receiving their Medicare benefits through private managed care plans and related kinds of organizations. Some of these plans include Part D benefits and some do not.
Medicare Integrity Program (MIP)	The MIP was established under the Health Insurance Portability and Accountability Act (1996) and was developed to assure individuals furnishing services to the Medicare program do not engage in fraudulent or abusive practices and that the portion of the contractor budget funded with MIP funds are used only for MIP activities.
Medicare Secondary Payer (MSP)	The set of Medicare laws that lay out the circumstances under which certain other payers are required to make health care payments before Medicare.
Part A	The Hospital Insurance provision of Medicare that was established by section 1811 of Title XVIII of the Act and covers inpatient hospital care, skilled nursing facility care, some home health agency services, and hospice care.
Part B	The Supplementary Medical Insurance provision of Medicare that was established by section 1831 of Title XVIII of the Act and covers services of physicians and other suppliers, outpatient care, medical equipment and supplies, and other medical services not covered by Medicare Part A. (Also known as SMI.)
Protected Health Information (PHI)	Individually identifiable health information that is: • Transmitted by electronic media • Maintained in electronic media, or • Transmitted or maintained in any other form or medium. [HIPAA]

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	Note: PHI excludes individually identifiable health information in employment records held by a covered HIPAA entity in its role as employer.
Provider	Any Medicare provider (e.g., hospital, Critical Access Hospital (CAH), skilled nursing facility, comprehensive outpatient rehabilitation facility, outpatient physical therapy, home health agency, end-stage renal, hospice, physician, non-physician provider, laboratory, supplier, etc.) providing medical services covered under Medicare Part B, or any organization, institution, or individual that provides health services to Medicare beneficiaries. Physicians, ambulatory surgical centers, and outpatient clinics are some of the providers of services covered under Medicare Part B.
Recovery Audit Contractor (RAC)	A contractor that recovers Medicare overpayments (MSP and non-MSP) under the authority of a demonstration project that was made permanent by § 302 of the Tax Relief and Health Care Act of 2006.
Social Security Administration (SSA)	The Federal agency that, among other things, determines eligibility for and entitlement to Medicare.
Supplier	A physician or other practitioner, or an entity other than a provider (such as an entity furnishing durable medical equipment), that furnishes health care services under Medicare.
Webinar	Short for web-based seminar; A videoconferencing session via the Internet. In order to interact with other participants, attendees use either a Web application or an application downloaded into their client machines. Web conferencing offers advantages over traditional room-based videoconferencing because applications such as collaborative Web browsing, file transfer and application sharing are easily supported over the Internet
Workers' Compensation (WC)	A type of insurance, primary to Medicare under the MSP laws that employers are required to have to cover employees who get sick or injured on the job.
Workers' Compensation Case Control System (WCCCS)	The system used to track a WCMSA through to completion.
Workers' Compensation Medicare Set-Aside Portal (WCMSAP)	The web portal submitters use to input WCMSA and can track their WCMSAs through to completion.
Workers' Compensation Review	The contractor CMS procured to review proposed

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Contractor (WCRC)	WCMSAs.
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C.12 Attachments

- Attachment-1 BPOC SOW
- Attachment -3 COB&R Matrix Contractor Organization Chart
- Attachment-4 BPOC Systems List

Draft