**STATEMENT OF WORK (SOW)**

**BENEFICIARY SATISFACTION SURVEY FOR STATE HEALTH INSURANCE ASSISTANCE PROGRAM AND SENIOR MEDICARE PATROL**

***\*Note that this sample has been revised from the source document on the Government Point of Entry as necessary to align formatting and applicable FAR procedures.\****

The Contractor shall furnish all of the necessary personnel, materials, services, facilities, (except as otherwise specified herein), and otherwise do all the things necessary for or incident to the performance of the work as set forth below:

**1.1 BRIEF DESCRIPTION OF SERVICES**

OHIC requires a National Beneficiary Satisfaction Survey contract for the State Health Insurance Assistance Program (SHIP) and the Senior Medicare Patrol (SMP) programs to assess the quality and effectiveness of the services provided by program grantees. An existing survey contract has expired, and this contract will build on existing work as well as add new features to the survey tools.

**1.1.2 Purpose**

The primary purpose of this contract is to enhance, implement; provide maintenance and support to the National Beneficiary Satisfaction Survey information collection tools. This work is vital to both the SHIP and SMP programs to ensure that the services provided meet the needs of the beneficiaries served. The SHIP and SMP grantees work with millions of Medicare beneficiaries each year. ACL requires data in order to evaluate the effectiveness of these interactions, both immediately after the interaction and in the longer term.

The contractor shall implement yearly National Beneficiary Satisfaction Surveys to assess the quality and effectiveness of work performed by the State Health Insurance Assistance Program (SHIP) and the Senior Medicare Patrol (SMP) program grantees.

The selected contractor shall collect, process, log, track, reproduce, and distribute survey data in a way that assures timely, accurate and cost efficient processing. It shall be the responsibility of the contractor to retain hard copies of all documents at their site in a location that will be provided to the Contracting Officer’s Representative (COR), upon request.

The contractor shall:

* Administer the survey, collect, and analyze data
* Propose a statistically representative sample of SHIP and SMP customers using the OHIC data system
* Execute two major survey methodologies
* Provide technical assistance to grantees including initial training and ongoing support
* Work closely with ACL to prepare OMB Paperwork Reduction Act (PRA) Information Collection Request (ICR) clearance packages as needed
* Obtain OMB approval in Option Year 2
* Produce monthly SHIP and SMP programmatic reports on survey results
* Produce annual SHIP and SMP programmatic reports on survey results, including visualizations such as charts and infographics
* Prepare a comprehensive final report providing an overview of all results from contract
* Secure and manage disposition of data and materials in accordance with federal regulations

ACL has attached the survey tools as appendixes that detail and outline items that must be maintained in order to satisfy this requirement of the contract.

The current scope of the Beneficiary Surveys is to evaluate and measure satisfaction with SHIP and SMP educational presentations and Medicare counseling sessions. The evaluations will assess how beneficiaries value the services and information they receive, identify opportunities for continuous improvement, and comply with regulatory requirements regarding data collection. The evaluation will include two types of surveys: (1) to focus on individual counseling sessions with Medicare Beneficiaries, and (2) to survey individuals that attended an educational presentation. The results will develop a baseline understanding of satisfaction with counseling services and educational presentations, and to identify opportunities for recognition as well as overall network improvements.

**1.1.3 Background**

The mission of the U.S. Department of Health and Human Services (HHS) Administration for Community Living (ACL) is to maximize the independence, well-being, and health of older adults, people with disabilities across the lifespan, and their families and caregivers. The Office of Healthcare Information and Counseling (OHIC) was created as an essential element in assisting ACL meet its mission goals through the SHIP and SMP networks.

The SHIP program’s mission is to empower, educate, and assist Medicare-eligible individuals, their families, and caregivers through objective outreach, counseling, and training, to make informed health insurance decisions that optimize access to care and benefits. The purpose of the SHIP program is to strengthen the capability of states and territories to support a community-based, local network of SHIP offices that provide personalized counseling, education, and outreach to help achieve the program mission.

The SMP program’s mission is to empower and assist Medicare beneficiaries, their families, and caregivers to prevent, detect, and report health care fraud, errors, and abuse. Through outreach, counseling, and education, the SMP program increases awareness and understanding of health care programs to protect Medicare beneficiaries from the economic and health-related consequences associated with Medicare fraud, errors, and abuse.

Via both the SHIP and SMP programs, ACL provides grants to entities in each of the 50 states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands to support the nation’s approximately 62 million Medicare beneficiaries, of which nine million are persons with disabilities. This contract will measure the quality and effectiveness of the services provided by SHIP and SMP and determine if beneficiaries are receiving accurate, relevant, and timely information.

**1.2 TYPE OF ORDER**

In consideration of performance of the work described in Section 2, Description/Specifications/ Statement of Work, the Contractor shall be reimbursed the **Firm-Fixed Price** amount as indicated in Section 1.4 below.

**1.3 SEVERABLE SERVICES**

The services specified in each line item are a severable service (a specific undertaking or entire job with a defined end product of value to the ACL).

**1.4 CONSIDERATION AND PAYMENT SCHEDULE (FFP)**

In consideration of satisfactory performance of the work as described throughout this contract, the Contractor shall be paid a firm-fixed price for each option (if exercised). If the options are exercised, funding will be obligated by modification to the contract.

The base period and option periods are priced as follows:

|  |  |  |
| --- | --- | --- |
| CONTRACTPERIOD | PERIOD OFPERFORMANCE | FIXED PRICE$ (Includes CAF of .65%) |
| Base Year | 12 Months |  |
| *Travel* |  | NOT-TO-EXCEED $5,000 |
| OPTION YEAR 1 | 12 Months |  |
| *Travel* |  | NOT-TO-EXCEED $5,000 |
| OPTION YEAR 2 | 12 Months |  |
| *Travel* |  | NOT-TO-EXCEED $5,000 |
| OPTION YEAR 3 | 12 Months |  |
| *Travel* |  | NOT-TO-EXCEED $5,000 |
| OPTION YEAR 4 | 12 Months |  |
| *Travel* |  | NOT-TO-EXCEED $5,000 |

**2 - DESCRIPTION/SPECIFICATIONS**

**2.2 TASKS**

**Task 1: Project Management and Administration**

**Task 1.1: Kick-Off Meeting**

The Kick-off Meeting is the first meeting with the program support staff to discuss the programs and related project work that will be completed. This meeting introduces the members of the program support team and provides the opportunity to discuss the role of each team member in both the programs and project work.

Within 10 business days of award, the contractor shall meet virtually with the Contract Officer (CO) and Contracting Officer's Representative (COR) and other relevant ACL program staff to review and clarify the scope of work and delivery schedule for this Base plus 4-based contract and address contractual matters (e.g., invoice procedures and format). The meeting shall initiate the communication process between all parties and will be held virtually. The COR and contractor shall mutually agree on a date and time.

Others may attend by conference call upon mutual agreement by both parties. Prior to the meeting, the Contractor shall prepare an agenda for the Kick-Off Meeting and provide it to the COR at least two (2) working days prior to the meeting.

During the meeting, the Contractor shall present the Work Plan; which provides a timeline of all major actions. Some of the discussion topics that may include but are not limited to the following:

* Review of the timeline and project plan
* Overview of existing program issues, include transition from the incumbent contractor to new contractor;
* Overview of program and project risk and proposing risk mitigation strategies;
* Responsibilities of the contractor and any subcontractor
* Review of the purpose of the tasks and the expected outcomes
* Any other questions or issues identified by the contractor

The Work Plan may include, but not limited to:

* Outlining the contractor’s approach for maintaining regular contact with the COR;
* Specifying contractor responsibilities, including responsibilities for roles and corresponding personnel assignments, and if applicable, subcontractors;
* Proposing a work schedule for the program, including key program and project milestones, and due dates, and deliverables.
* This may include work breakdown or other specific structures that define the work of this program and related projects and delivery schedule; and
* Proposing an approach for ensuring adequate incorporation of OHIC programs (SHIP, SMP and other identified groups) feedback on key program and project deliverables; and
* Proposing program and project controls that facilitate project performance measurement, quality assurance.

The contractor may submit the Work Plan in a combination of MS Word, MS Excel, MS PowerPoint, MS Project, or Adobe Portable Document Format documents, as agreed upon by both the contractor and the COR.

**Task 1.2: Notes Requirements**

Contractor is responsible for capturing notes of all meetings including major points discussed, themes, and next steps. Notes will be due 1 week after all meetings.

**Task 1.3 Monthly Project Review Meetings**

The contractor shall meet at least monthly via conference call with the COR and other relevant ACL staff to discuss work in progress.

Topical areas of discussion include but not limited to:

* Accomplishments to date
* A brief description of planned activities for the next reporting period)
* Problems/issues or areas of concern and proposed recommendations to address them

The contractor shall, no later than two (2) days prior to the meeting, submit an agenda of topics to be discussed during that month’s project review meeting. The format of the agenda may be in email or word document format. The COR will inform the contractor if any additional discussion items are necessary. The contractor shall, no later than 1 week after the meeting, prepare a brief written summary of the meeting documenting any decisions or action items and if any further follow-up is needed that may have been discussed during the meeting. If both the ACL and the contractor agree that no meeting is needed on any given month, this deliverable will be considered completed for that month.

**Task 1.4 Transition Plan**

The contractor will provide a transitional plan to work with existing contractor to support the transition of current activities and resources to ACL and new contractor.

**Task 1.5: Spanish Translation of Materials**

The selected survey content must be translated written and verbal from English to Spanish. Then, the content should be proofread for accurate translation and to check that the original connotation has been maintained. Edits must be made to ensure the latter.

**Optional task 1.5.1: Other Languages Translations**

Contractor shall translate written and verbal materials in up to five additional languages across all states if, and when, the ACL requests those materials. Content should be proofread for accurate translation and to check that the original connotation has been maintained. Edits must be made to ensure the latter.

**Task 1.6: Determine Survey Topics / Questions**

The contractor shall use the existing survey tools. In conjunction with ACL, the contractor may determine additional survey topics and potential questions to be used for this effort.

**Task 1.7: Conference Training Support/Travel**

The contractor will attend, travel to and from, and provide technical support and education during the SHIP/SMP National Annual Conference and New Directors Training on a yearly basis. Contractor will be required to provide status updates and meet with grantees to provide technical assistance, as well as appear at any requested office hours during the conference.

Travel requirements will include but are not limited to the following:

* OHIC’s SHIP/SMP National Annual Conference location (varies annually),
* ACL New Directors Training in Washington D.C, and
* Food and beverage costs unless part of per diem expenses paid in accordance with the Federal Travel Regulations.

**Task 1.8: Accessibility, Information and Communication Technology Standards**

All final materials produced to complete any and all tasks, as specified in the performance work statement must be fully accessible in compliance with Section 508 of the 1973 Rehabilitation Act (29 U.S.C. 794d), the Federal Acquisition Regulation (FAR), and the HHS Acquisition Regulation (HHSAR).

**TASK 1 Summary:** **Project Management**

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| --- | --- | --- |
| # | Deliverable / Activity | Requirement |
| 1.1 | Kick-Off Meeting | Kick-Off Meeting is due within 10 days of the contract award. Kick-Off Meeting Agenda is due 2 business days before the agreed upon Kick-Off Meeting date.  |
| 1.2 | Notes Requirement | Contractor is responsible for capturing notes of all meetings including major points discussed, themes, and next steps. Notes will be due 1 week after all meetings |
| 1.3 | Transition Plan | The contractor will provide a transitional plan to work with existing contractor to support the transition of current activities and resources to ACL and new contractor. |
| 1.4 | Monthly Progress Reports | Report due within three (3) business days after the beginning of the month. |
| 1.5 | Translation of Materials to Spanish  | The survey tool shall be translated from English to Spanish, both written and verbal prior to survey administration. |
| 1.5.1 (optional) | Other Languages Translations | The survey tool shall be translated written and verbal up to five additional languages if requested |
| 1.6 | Determine Survey Topics / Questions | The contractor shall use the existing survey tools. In conjunction with ACL, the contractor may determine additional survey topics and potential questions to be used for this effort.  |
| 1.7 | Conference Training Support/Travel | The contractor will attend, travel to and from, and provide technical support and education during the SHIP/SMP National Annual Conference and New Directors Training on a yearly basis. |
| 1.8 | Accessibility, Information and Communication Technology Standards | All final materials produced to complete any and all tasks, as specified in the performance work statement must be fully accessible in compliance with Section 508 of the 1973 Rehabilitation Act (29 U.S.C. 794d), the Federal Acquisition Regulation (FAR), and the HHS Acquisition Regulation (HHSAR). |

**TASK 2: CARRY OUT THE OMB-APPROVED SURVEY METHODOLOGIES**

The contractor shall complete the following tasks as part of Task 2:

**Task 2.1: Planning for Conducting the Survey**

Within two (2) weeks of the exercising this task, the contractor shall provide the ACL a 12-month work plan to carry out the OMB-approved survey methodology.

The work plan should include expected timeline and any risks to the timelines. Changes to the plan due to unforeseen circumstances will be discussed at the monthly project meetings (described in Task 4, below). The work plan shall be updated within 2 weeks of the exercise of each Optional task 1.1.

**Task 2.2: Implementation - Conduct the SHIP/SMP Beneficiary Surveys**

The contractor shall carry out the OMB-approved survey methodologies per the agreed upon plan developed in task 2.1.

The timeframe for completion shall be in accordance with the due dates established in the approved work plan as stated in task 1.1.

The contractor shall work with the COR and subject matter experts to use the OHIC Data System to select a statistically representative sample of SHIP and SMP customers to whom to administer the Beneficiary Surveys.

**Task 2.3: Prepare OMB Clearance Request**

The contractor shall develop the OMB clearance request consistent with requirements of the Paperwork Reduction Act, 5 CFR 1320 (PRA) and other OMB and HHS instructions for the SHIP/SMP Beneficiary Survey. The contractor shall work closely with the COR and ACL support staff to develop the clearance package. This task will be exercised in Option Year 2 only.

The OMB Clearance Request includes completion of the following:

* Required paperwork and justification statements.
* Assist in drafting responses to OMB questions related to the PRA submission.
* Engage in OMB PRA clearance process proactively, typically takes six (6) to nine (9) months.
* Assist ACL in the submission of minor changes to ensure continued OMB PRA clearance for the collection of information
* Develop the re-approval of the OMB clearance request

ACL has a PRA coordinator on staff. The COR will ensure that the PRA coordinator is involved in this process from the initial meetings. For more information on PRA, please see the HHS PRA page at <http://www.hhs.gov/ocio/policy/collection/index.html>.

**Task 2.4: Analyze and Report Data**

The contractor shall analyze and report survey results twice annually. The analysis should include:

* Information on the number of beneficiaries surveyed,
* The raw data from the survey (provided in Word or Excel),
* Written summary of the contractor’s findings, trends and patterns within the data (within 5 months) of contract start date, and
* Final report at the end of the option (within 11 months) that includes visualizations such as charts and infographics

The reports should not include personal identifiable information on survey participants. The reports should only provide ACL with general non-personally identifiable information such as which groups or subsets of grantees were involved (i.e. regions, states, etc). Identifying general grantee populations will help ACL draw conclusions on the effectiveness of the grantees.

The contractor shall submit the data for each survey along with a cumulative dataset providing a compare analysis between different grantee sites. The first draft of the mid-task report will be due five (5) months after the ACL has exercised this task. The first draft of the final report will be due eleven (11) months after the ACL has exercised this task.

The ACL will have two (2) weeks past the draft’s receipt to provide comments on the document. The contractor shall then have two (2) weeks to submit the final reports to the ACL. All reports to the ACL must be submitted in Word or PDF format. Reports should be fully accessible in compliance with Section 508 of the 1973 Rehabilitation Act (29 U.S.C. 794d), the Federal Acquisition Regulation (FAR), and the HHS Acquisition Regulation (HHSAR). Data sets must be submitted in Word or Excel format.

**Task 2.5: Annual Comprehensive Report**

The contractor shall author an Annual Comprehensive Report that will cover the life of the contract and summarize data collection and analysis from the effective date of the contract through the end of each of the Tasks.

The report will include:

* Major accomplishments
* Written summary of the contractor’s findings
* Data trend and patterns analysis
* Charts and/or visuals that can be shared publically illustrating results
* Key areas of concern
* Recommended changes, and
* Any other information collected during the course of this contract that could assist ACL with evaluating the quality and effectiveness of work performed by the grantees.

A draft of the Annual Comprehensive Report shall be delivered to the COR no later than thirty (30) calendar days prior to the end of each task. The ACL will have two (2) weeks past the draft’s due date to provide comments on the document. The contractor shall then have two (2) weeks to submit the final comprehensive report to the ACL.

All reports to the ACL must be submitted in Word or PDF format. Data sets must be submitted in Excel format. All content developed for this task shall fully comply with all requirements in Section 508 of the Rehabilitation Act.

**TASK 2 Summary: OMB-APPROVED SURVEY METHODOLOGY**

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| --- | --- | --- |
| # | Deliverable / Activity | Requirement |
| 2.1 | Planning for Conducting the Survey | Contractor shall provide the ACL a 12-month work plan to carry out the OMB-approved survey methodology |
| 2.2 | Implementation - Conduct the SHIP/SMP Beneficiary Survey | Contractor shall begin to carry out the OMB-approved survey methodology per the agreed upon plan developed in task 2. |
| 2.3 | Prepare OMB Clearance Request | The contractor shall develop the OMB clearance request consistent with requirements of the Paperwork Reduction Act, 5 CFR 1320 (PRA) and other OMB and HHS instructions for the SHIP/SMP Beneficiary Survey. The contractor shall work closely with the COR and ACL support staff to develop the clearance package. This task will be exercised in Option Year 2 only. |
| 2.4 | Analyze and Report Data | Contractor shall report out on results twice annually on the results of the surveys |
| 2.5 | Annual Comprehensive Report | contractor shall author an Annual Comprehensive Report that will cover the life of the contract and summarize data collection and analysis from the effective date of the contract through the end of each of the Tasks |

**Task 3: TECHNICAL SUPPORT**

**Task 3.1: Technical Support to Staff and Grantees**

Provide support to ACL and other federal staff and partners. Communicate with all partners through telephone, WebEx, or other mode of communication about technical policy and issues as approved by ACL.

Provide training and technical assistance to all grantees on as needed basis.

**Task 3 Ongoing Technical Support and Training:**

|  |  |  |
| --- | --- | --- |
| # | Deliverable / Activity | Requirement |
| 3.1 | Technical Support to Staff and Grantees | Provide support to ACL and other federal staff and partners. Communicate with all partners through telephone, WebEx, or other mode of communication about technical policy and issues as approved by ACL.  |

**TASK 4: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The ACL intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor’s performance. The oversight outlined in the contract and in the QASP will ensure that required service levels are reached and maintained throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the Contractor Performance Assessment Reporting System (CPARS). The QASP may be updated by modification to the contract.

The contractor shall be responsible for managing and overseeing the activities of all contractor personnel, as well as consultant efforts used in performance of this contract. The contractor’s management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective products performed in accordance with the requirements contained in the statement of work.

|  |  |  |  |
| --- | --- | --- | --- |
| **Required****Services/ Tasks** | **Performance Standards** | **Method of Surveillance****(Quality Assurance)** | **Standard to be Met/****Allowable Deviation** |
| Overall ContractManagement,IncludingTimeliness | Contractor meets all agreedupon deadlines; informsCOR timely of issues orproblems; Contractor adapts to meet ACL needs | COR and contracting officer monitoring and review of activities anddeliverables | COR makes no more thantwo valid written complaintsduring the period ofperformance; no more thana two week delay in agreedupon schedule |
| Written Products | Contractor provides highquality written materialsthat meet ACL’s intendeduse and purpose | COR review of draft andfinal products, followinginternal review of allproducts by Contractor Project Manager | Content and presentationmeet expectations, requiringminimal rewriting or editing |
| TechnicalAssistance andGrantee Support | Contractor responds to allrequests in a timelymanner andcommunicates appropriateinformation to ACL | COR feedback | Fewer than two writtencomplaints during period ofperformance outlined in 5.1 |
| CostPerformance | Contractor performs all workwithin the contract budgetand allocates resources totasks according to ACL’sneeds, based upon regularcommunication betweenContractor PM and COR | COR review of monthlyactivity reports, invoices,and cost reports | Contractor performs all agreedupon work within thenegotiated budget |

**5 DELIVERIES OR PERFORMANCE**

**5.1 Period of Performance**

The period of performance shall be for a base year of twelve (12) months and four (4) twelve (12) month option years, as follows:

Base Year: September 30, 2020 – September 29, 2021

Option Year 1: September 30, 2021 – September 29, 2022

Option Year 2: September 30, 2022 – September 29, 2023

Option Year 3: September 30, 2023 – September 29, 2024

Option Year 4: September 30, 2024 – September 29, 2025

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract."

**5.2 Place of Performance**

The work will be performed at the contractor’s site and at the ACL site (330 C Street SW).

**5.3 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE**

The contractor shall submit all required report(s)/deliverables in accordance with the following schedule:

Task 1.3

Task 2.4

Task 2.5

All reports/deliverables shall reference and cite the contract number.

**SECTION 3 – HHS/ACL DEPARTMENTAL/OPDIV INFORMATION COMPLIANCE RULES**

3.1 DISCLOSURE OF INFORMATION

Information made available to the Contractor by the ACL for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The Contractor agrees to assume responsibility for protecting the confidentiality of ACL records, which are not public information. Each contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

3.2 LIMITED USE OF DATA

Performance of this effort may require the Contractor to access and use data and information proprietary to a ACL agency or ACL contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the ACL or others. Contractor or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the ACL, except to authorize ACL personnel or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the ACL between the Contractor and the data owner which provides for greater rights to the Contractor.

3.3 ACCESSIBILITY, SECURITY AND PRIVACY

This contract is subject to Section 508 of the Rehabilitation Act (the Act) of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, and the Architectural and Transportation Barriers Compliance Board (Access Board) Electronic and Information Accessibility Provisions (36 CFR Part 1194). Section 508 of the Act requires that, unless an exception applies, all communications products and services that require a contractor or consultant to produce content in any format that is specifically intended for publication on, or delivery via, a federally owned or federally funded website or intranet permit the following:

(1) Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by federal employees who are not individuals with disabilities.

(2) Members of the public with disabilities seeking information or services from a federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.

(Note: Information about Section 508 of the Act is available at http://www.section508.gov/. The complete text of Section 508 can be accessed at https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh.)

Accordingly, regardless of format, all web content or communications materials specifically produced for publication on, or delivery via, HHS websites, including text, audio, or video, under this contract shall conform to applicable Section 508 accessibility standards. Remediation of any materials that do not comply with the applicable accessibility standards of 36 CFR Part 1194 as set forth herein shall be the responsibility of the Contractor.

The following Section 508 accessibility standards apply to the content or communications material identified in this SOW or PWS:

* + Functional Performance Criteria
	+ Electronic Content
	+ Support Documentation and Services

Consistent with the revised Section 508 rule effective March 21, 2017, ACL requires contractors to use the Web Content Accessibility Guidelines 2.0 (https://www.w3.org/TR/WCAG20/), and to design and develop digital content and systems for the AA success criteria, conformance to which will meet the current Section 508 criteria for accessibility.

Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at http://508.hhs.gov/, or from the Section 508 Coordinator listed at https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

The Security and Privacy Requirements applying to this contract are included in Attachment A, ACL Standard IT Security and Privacy Requirements.

# SECTION D – PACKAGING AND MARKING

**D.1 PACKAGING AND MARKING**

All deliverables shall be delivered to the Contracting Officer’s Representative (COR) identified in Section G and shall be marked as follows:

1. Name and address of the Contractor;

2. Contract Number;

3. Description of item contained therein; and

4. Consignee's name and address.

**D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or COR shall be paid by the Contractor.

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE**

Pursuant to FAR clause 52.212-4, all work described in Section C to be delivered under this task order is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Contracting Officer’s Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

**E.1.1 Inspection and Acceptance Criteria**

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

**E.1.2 General Acceptance Criteria**

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

* Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
* Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
* Consistency to Requirements - All work products must satisfy the requirements of this Statement of Work.
* File Editing - All text and diagrammatic files shall be editable by the Government.
* Format - Work Products shall be submitted in hard copy and electronic copy. The electronic copy must be in a format as indicated in the Deliverables Table.

**SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE - Severable Services Task Order**

The period of performance shall be for a base period of 12 months with 4, 12- month option periods, as follows:

Base Period: September 30, 2020 – September 29, 2021

Option Period 1: September 30, 2021 – September 29, 2022

Option Period 2: September 30, 2022 – September 29, 2023

Option Period 3: September 30, 2023 – September 29, 2024

Option Period 4: September 30, 2024 – September 29, 2025

# Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract." Option periods, if included at initial issuance of this contract, may be exercised after the expiration date of the FSS Contract; however, no contract (including options) may extend more than 60 months beyond the expiration of the FSS Contract. All terms and conditions of the FSS Contract remain in effect.

**F.2 PLACE OF PERFORMANCE**

Work will be performed at: CONTRACTOR FACILITIES, and at the SCL site (330 C Street SW), except for work permitted to be performed via alternate site, such as via telework, if specifically allowed elsewhere in the contract. The Contracting Officer’s Representative has the authority to approve and reject requests to work at alternate sites, and rescind requests previously approved. See F.5 of the contract regarding Government site closures.

 **F.3 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE**

The contractor shall submit all required report(s)/deliverables in accordance with the SOW: All reports shall reference and cite the contract/task order number.

**F.4 DELIVERY REQUIREMENTS**

Pickup and delivery of items under this contract shall be accomplished as outlined in the SOW, or between the hours of [8:30 a.m. and 4:00 p.m.], Monday through Friday unless changed by mutual agreement between the COR and the contractor. No deliveries shall be made on Saturdays, Sundays, and days of government closure or Federal legal holidays found at: <http://www.opm.gov/operating_status_schedules>.

# F.5 OBSERVANCE OF LEGAL HOLIDAYS AND DAYS OF GOVERNMENT CLOSURE – ONSITE CONTRACTOR EMPLOYEES

 (a)(1) The performance of this contract requires contractor employees of the prime contractor or any subcontractor, affiliate, partner, joint venture, or team member with which the contractor is associated, including consultants engaged by any of these entities, to have access to, physical entry into, and to the extent authorized, mobility within, a Federal facility.
(2) The Government may close and or deny contractor access to a Federal facility for a portion of a business day or longer due to any one of the following events:
(i) Federal public holidays for federal employees in accordance with 5 U.S.C. 6103.
(ii) Fires, floods, earthquakes, unusually severe weather to include snow storms, tornadoes and hurricanes.
(iii) Occupational safety or health hazards.
(iv) Any other reason.
(3) In such events, the contractor employees may be denied access to a Federal facility, in part or in whole, to perform work required by the contract. Contractor personnel already present at a Federal facility during such events may be required to leave the facility.

(b) In all instances where contractor employees are denied access or required to vacate a Federal facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer or contracting officer’s representative will provide direction to the contractor, which could include continuing on-site performance during the Federal facility closure period. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts by, for example, performing required work off-site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring when the Federal facility becomes accessible and shall resume contract performance as required by the contract.

(d) For the period that Federal facilities were not accessible to contractor employees, the contracting officer may—
(1) Adjust the contract performance or delivery schedule for a period equivalent to the period the Federal facility was not accessible;
(2) Forego the work;
(3) Reschedule the work by mutual agreement of the parties; or
(4) Consider properly documented requests for equitable adjustment, claim, or any other remedy pursuant to the terms and conditions of the contract.

**SECTION G – CONTRACT ADMINISTRATION DATA**

**G.1 CONFERENCE EXPENSES**

Unless the Contracting Officer provides explicit written approval for conference expenses, conference expenses are not allowable under this contract.  For purposes of this contract, conference and conference expense are defined in the HHS Policy on Promoting Efficient Spending, specifically Attachment 1, Use of Appropriated Funds for Conferences and Meeting Space dated January 23, 2015.  The attachment also provides a list of typical HHS meetings and events that are not considered conferences at Exhibit 2.  The policy and associated attachments are located at the following site:

<http://www.hhs.gov/grants/contracts/contract-policies-regulations/index.html>)

# G.2 AUTHORITIES OF GOVERNMENT PERSONNEL

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

[Insert POC info]

Note: The Contracting Officer is the only individual authorized to modify the contract.

**G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY**

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

1. Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
2. Constitutes a change as defined in the clause entitled "Changes";
3. In any manner causes an increase or decrease in the contract price, or the time
	1. required for contract performance;
4. Changes any of the terms, conditions, or specification(s)/work statement of the
	1. contract;
5. Interferes with the contractor's right to perform under the terms and conditions of the
	1. contract; or
6. Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

# G.4 GOVERNMENT-FURNISHED PROPERTY

There will be no government property furnished to the contractor.

# G.5 INVOICES – COMMERCIAL (MAR 2020)

(1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to:

1. Contracting Officer's Representative (COR):
2. Contracting Officer:
3. Contract Specialist:
4. Financial Management Services:
5. Acquisition Management Services:

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

(2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

(i) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.

(ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.

 (iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

3) Prompt Payment Act

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

# G.6 TRAVEL RELATED COSTS

The Contractor will be reimbursed for all domestic travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor and accepted by the Contracting Officer.

Domestic travel expenses incurred by the Contractor in direct performance of the contract shall be reimbursed provided such travel is necessary for the performance of this contract and the cost does not exceed:

1. The lowest customary standard, coach, or equivalent airfare offered during normal business hours for air travel except when such accommodations: 1) require circuitous routing, 2) require travel during unreasonable hours, 3) excessively prolong travel, 4) result in increased costs that would offset transportation savings, 5) are not reasonably adequate for the physical or medical needs of the traveler, or 6) are not reasonably available to meet mission requirements. In order for costs in excess of customary standard or coach airfare to be considered allowable, the applicable exception must be documented and justified.
2. Costs of rail travel by most direct route, coach-class accommodations.
3. The prevailing mileage rate set forth in the Federal Travel Regulation (FTR) or reasonable actual expenses for travel by motor vehicle. Travel by motor vehicle, including rented automobile, shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at the prevailing FTR rate, plus any toll or ferry charges.
4. The prevailing rates set forth in the FTR for lodging, meals and incidental expenses.

The contractor is required to present and/or be available to answer grantee questions at the National Training Meeting for the ACL Office of Healthcare Information & Counseling (OHIC), as allowed under current travel restrictions. When hosted as an in-person event, the location varies annually but will be somewhere in the continental US.