

# **General Education and Outreach Contractor (GEOC) Statement of Work**



**FEBRUARY 2016**

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## **1.0 SCOPE**

The General Education and Outreach Contractor (GEOC), acting as an independent Contractor and not as an agent of the government, shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the government, as needed to perform the work described in this Statement of Work (SOW).

Appendix A contains a list of programs the GEOC may support. At any point during the life of the contract, the GEOC will work on one program, multiple programs, or all programs (listed in Appendix A) simultaneously. Each program may have one or more multiple projects that will require tailored intervention, education, outreach tactics and sharing practices to meet the objective of the project and program. Appendix B contains a list of definitions of abbreviations used throughout this SOW.

## **1.1 PURPOSE OF CONTRACT**

The Centers for Medicare & Medicaid Services (CMS), Center for Program Integrity (CPI), is seeking technical professional services from a General Education and Outreach Contractor (GEOC) to assist CMS with the development, execution, and assessment of multi-pronged education and outreach initiatives designed to promote data transparency and prevent and reduce fraud, waste and abuse (FWA) in Medicare, Medicaid, Children's Health Insurance Program (CHIP), Marketplace, and other programs. Under this contract, the GEOC shall perform numerous tasks through intervention, education, outreach and sharing practices that have worked in other areas. The GEOC shall also use data to measure improvement, work with all necessary stakeholders and community partners for communication and collaboration.

## **1.2 BACKGROUND**

CMS relies on a series of contractors to meet program integrity education and outreach needs. These contractors reach Medicare Parts C and D stakeholders, Medicaid service providers, managed care entities, beneficiaries and other stakeholders as well as pharmacies, long term care facilities, home health facilities and psychiatry providers. These programs only reach specific audiences within Medicare and Medicaid. This approach leaves a large group of CMS' stakeholder education and outreach needs unmet. These programs have grown and changed exponentially. Therefore, CMS is integrating the education and outreach needs of these programs along with the education and outreach needs of the other stakeholders whose needs are not being met. In addition, CMS will add a powerful new tactic to its education and outreach options, intervention. This will allow CMS to act with pinpoint precision and reach small selected groups that are in danger of being out of compliance or performing wasteful and abusive billing actions before they become fraudulent or noncompliant. In addition, the contractor will create awareness about CMS' programs, policies and operational actions necessary so that these selected groups are compliant. Appendix A contains various CMS programs and policies which the GEO will be called upon to support. Appendix A is not an exhaustive list.

## **2.0 APPLICABLE STATUTES, REGULATIONS, AND DOCUMENTS**

As a result of integrating work across the Medicare and Medicaid continuum, the GEOC shall operate under multiple legislative authorities (refer to Appendix C, Statutes and Regulations, for more information). Appendix C is not an exhaustive list.

### **3.0 PROGRAM GOALS**

This SOW supports the mission of the Centers for Medicare & Medicaid Services to detect, prevent, and deter fraud, waste, and abuse in Medicare, Medicaid, Children's Health Insurance Program (CHIP), Marketplace, and other CMS programs. Specifically, the GEO program is designed to support:

- a. Integration of program integrity, intervention, education and outreach activities for a holistic and coordinated program integrity strategy throughout Medicare, Medicaid, CHIP, Marketplace, and other programs;
- b. Reaching smaller niche groups (Ex: targeted noncompliant or wasteful and abusive billers to modify their behavior and bring them into compliance and correct their improper billing practices);
- c. Expanding education and outreach efforts to reach all stakeholders using larger and broader campaigns to offer stakeholders the most timely up to date education and outreach information;
- d. Rapid response to vulnerabilities thus containing and mitigating the vulnerability as quickly as possible;
- e. Reducing improper payments caused by fraud, waste and abuse; and
- f. Establish greater transparency, stakeholder participation, and collaboration to improve and promote accountability, efficiency, and effectiveness in CMS programs.

### **4.0 TRANSITION AND IMPLEMENTATION REQUIREMENTS**

#### **4.1 TRANSITION IN/IMPLEMENTATION**

The GEOC shall perform the tasks required to successfully implement program integrity intervention, education and outreach operations, including the tasks required to transition operations from outgoing education and outreach contractor(s) to the GEOC. These tasks shall include at a minimum:

- Working with the outgoing contractor and the government to transition applicable activities.
- Participating in meetings with the outgoing contractor, and/or the government.
- Responding to inquiries and receiving files requested by CMS until the end of the designated transition period.
- Receiving remaining data (soft copy or hard copy) from the outgoing Contractor or the government, no later than the end of the designated transition period.
- Defining and executing an approved data transfer plan from the outgoing Contractor.
- Identifying and accounting for other tasks required for a successful transition.

#### **4.2 TRANSITION MANAGEMENT PLAN**

The GEOC shall support all aspects of the transition proactively including delivery of a Project Transition Management Plan that will address, at a minimum, transition schedule, personnel and

staffing issues, transfer of data, transfer of any agreements, list of deliverables, risk management, communications, necessary training, and migration activities led by the Contractor.

All transition activities shall be completed between the Contractor and GEOC or government within a period not to exceed three (3) months.

Any agreed-upon Project Transition Management Plan shall address the following, at a minimum, as appropriate:

- Description of transition activities;
- Transition schedule, including a list of deliverables and key milestone events;
- Personnel and staffing issues (e.g., plans to ramp-down staff, outstanding technical issues, or contractual issues that need to be resolved);
- Inventory management of government furnished property; and
- Management of data transfer.

Government-Furnished Equipment (GFE) and Contractor-owned resources:

- Transfer of and access to in-process deliverables and work products;
- Transfer of licenses and warranties;
- Risks and issue mitigation;
- Communications and reporting during the transition period;
- Performance metrics;
- Other information deemed necessary by the Contractor or requested by CMS;
- Transition deliverables including updated inventory lists and updated deliverables list.

## **5.0 GEOC FUNCTIONAL REQUIREMENTS**

This section describes the program integrity intervention, education and outreach functional requirements the GEOC shall perform for each program integrity project that supports the programs noted in Appendix A. Multiple activities and campaigns may be performed concurrently. The GEOC intervention, education and outreach shall be highly focused on activities that are the most effective and efficient at educating CMS' target audiences and modifying behavior.

### **5.1 COMMUNICATIONS STRATEGY, ADVISING AND ANALYSIS**

The contractor shall use viable information and data to formulate the communication strategy, overall and for individual projects. The strategy, and individual plans, should be based on industry best practices, and the Agency's direction and goals, to reach target audiences in the most effective and efficient manner. Plans should utilize the most recent technology and practices when relevant. The overall messaging strategy should be cognizant of the target audience and shape language to engage and drive the target audience to action. On some plans, the contractor will help define the target audience by analyzing information from CMS to assure that messaging reaches the most relevant audience for best results.

All plans must be approved by CMS and should include critical dependencies, key decision points, tactics on identifying new partners/community organizations at the local/state/national level that may help in achieving the goals of that project and cost estimate reports for each new project. Plans may be, but are not limited to: rollout strategies; overall plans for multi-media campaigns involving earned, owned, and paid media- including digital; and tracking success/impact. The plan shall use, but shall not be limited to the education and outreach tactics described within this SOW and must meet the objectives of the project. The plan shall be developed in consultation with the appropriate CMS component, Regional Office, agent, partner, or other contractor. CMS may provide additional information to help shape targeting efforts. The plan should consider all elements (owned, earned and paid media) for the most effective strategy to reach target audiences across all channels- with the least cost for the government. Such elements include, but are not limited to:

- Owned Media includes, but is not limited to: websites, blogs, emails, search engine optimization (SEO), and social media.
- Paid Media includes, but is not limited to: traditional channels such as TV, radio, out of home; and digital channels such as display ads, social media ads and Search Engine Marketing (SEM).
- Earned Media includes, but is not limited to: Satellite or Radio Media Tours (SMT/RMT), press releases, media advisories, landscape analysis and pitching.

The plan shall account for Return on Investment (ROI). The contractor shall:

- Suggest tracking tools and tactics (i.e., social media monitoring strategies and analysis tools that deliver actionable data and recommendations), and later
- Execute the plan to constantly track the impact of the outreach and education efforts across any measurable channels (earned, owned, and paid media).

Results shall be shared on a regular basis throughout outreach efforts (and in dashboard format to include main metrics). Results shall be requested at any time and require quick response. Plan requests may include:

- Overall contract ROI
- Specific plan or topic ROI
- Specific channel or tactic ROI

Also, the contractor shall review current CMS and CPI communication channels and tactics for best practices as requested. The contractor shall identify, engage, and evaluate marketing and strategic positioning efforts.

Based upon the results garnered from this analysis, tasks from Section 6, Optional Tasks, may be utilized.

Outputs may include, but not be limited to: strategic plan, rollout strategy, project status reports, suggestions for expansion, change or removal of tactics, budget estimate report, close out reports, and tracking/metrics summary.

## **5.2 REPORTING, ADMINISTRATIVE AND SUPPORT**

The contractor shall provide services to include, but not limited to: kickoff meetings with CMS; various meetings by phone or in-person; lessons learned and next step reports.

Outputs may include, but may not be limited to: Monthly project plan, recommended solutions, funding spent and balance, project success/metrics summary, and documents for internal CMS use such as agendas, leadership briefing materials, presentations, and reports.

## **5.3 PERFORMANCE METRICS AND MONITORING**

The contractor shall design, tailor, and adjust key metrics to monitor and ensure communications materials and other communication mediums are achieving intended results, educating, and increasing positive outreach. The contractor shall establish, monitor, and analyze performance metrics and measures, identify issues, find the root cause, identify patterns, and understand the impact on operations. The contractor shall create and produce analysis and reports regarding performance metrics.

Metrics will vary based on the approved outreach and education strategy and rollout designed for each initiative. The contractor shall create and produce analysis and reports regarding performance metrics, trends, preferences, and other information as needed on communication and outreach activities. As instructed by CMS, the contractor will leverage all current data sources available to CMS to aid in optimizing efforts.

## **6.0 OPTIONAL TASKS**

Based upon analysis conducted in Section 5.1, Communications Strategy, Advising and Analysis, one or more of the following tasks may be executed to support the strategy and the goals of the program. Alternative ideas for engagement may be considered.

### **6.1 INTERVENTION**

Interventions, for this contract's intent and purpose, is a component of the strategic plans that could require high labor hours to execute and more individual attention to target audiences. Interventions can be grassroots in approach (ex: working with key groups in the community to help spread education out), educating amplifiers (Ex: those that influence targets) or approaching individual targets. The goal is to modify behavior and showing marked change in target populations (Ex: physicians at high risk for unintentional fraud). Like the overall communications strategy, this will require a strategic plan, including goals and metrics, and multiple tactics to influence behavior. Intervention tactics may take the form of, but are not limited to, personalized visits, letters or phone calls; small educational seminars, or local geographically focused speaking events (e.g. the Maryland chiropractic association or county hospital anesthetists). To be effective, interventions shall have a formalized strategy and structure, including formalized rules, expectations, vision, and mission; a diverse membership

with clearly defined roles; organized and strong leadership; and a plan for sustainability and tracking success.

Executing could require experts in content or in language speakers (Ex: Spanish) dependent on the intervention goal.

Outputs may include but not be limited to: strategic plan, rollout strategy, project status reports, suggestions for expansion, change or removal of tactics, budget estimate report, close out reports, and tracking/metrics summary.

## **6.2 EDUTAINMENT**

The contractor shall leverage entertainment-education or ‘edutainment’ when appropriate. This entails the “process of purposely designing and implementing a media message to both entertain and educate, in order to increase audience members’ knowledge about an educational issue, create favorable attitudes, shift social norms, and change overt behavior” (Singhal et al., 2004).

Outputs may include, but not be limited to: draft and final media message, rollout strategy, budget estimate reports, close out reports and tracking/metrics summaries.

## **6.3 MOBILE WEB SOFTWARE DEVELOPMENT AND APPLICATION DESIGN**

The contractor shall be responsible for the ideating, planning, design, development, testing, and deployment of all web, mobile, and native applications.

Outputs may include, but may not be limited to: web, mobile, and native applications.

## **6.4 DIGITAL PAID AND OWNED MEDIA**

The contractor shall develop a strategy for digital buys to reach niche audiences effectively. The contractor shall suggest vendors and use the most up to date targeting tools (i.e., re-targeting) and include a tracking plan. Any digital paid media efforts should be complimentary to other campaign elements including any traditional paid media. Digital owned media tactics should be considered also.

- Digital paid media includes, but is not limited to, display ads, social media paid ads and SEM (search engine marketing)
- Digital owned media includes, but is not limited to, websites, emails, blogs, social media and SEO (search engine optimization)

The contractor shall buy and place ads across digital platforms cost effectively. The contractor shall identify media vendors, tracking, and targeting tactics that are current but adhere to CMS privacy regulations. The contractor should identify and propose added value opportunities.

The contractor shall create ads that effectively educate, engage and move the audience to take action. Ads shall be on various digital platforms in dynamic and static form.



Digital buys should be managed daily by the contractor to be constantly optimized for performance and cost value.

Outputs may include but are not limited to: Digital ads such as display ads, mobile ads, SEM ads, and social media ads. Integrated outreach strategy documents, content for social media and digital paid media (such as editorial calendars), documents to support search engine optimization (SEO), website copy (conceptual design and layouts, drawings, graphic design elements, and commercial art (custom or stock) use or purchase). Integrated outreach strategy documents for digital buys, listing of suggested vendors or distribution systems, ads, a tracking plan and impact report.

## **6.5 TRADITIONAL PAID MEDIA**

The contractor shall be prepared for requests to execute national and localized traditional paid media buys (i.e., TV, radio and print).

The contractor shall develop a plan considering strategy across multiple media channels (including digital) for general market and also in-language media as needed (Ex: Spanish, Chinese or Russian media channels). The plan would specify an overall delivery goal and the recommended media mix. The proportion of media weights given to TV, radio, print and outdoor placement within each medium nationally and locally shall achieve maximum communication impact with each target audience. For each proposed media plan, the contractor shall provide appropriate value metrics (Ex: net reach, average frequency and Gross Rating Points (GRPs)). The contractor shall select the channels for greatest impact at least price and secure placement and/or distribution channels. The contractor should make efforts to negotiate for added value.

The contractor shall create ads for these channels such as radio spots, print ads, billboards, TV commercials, etc.

The contractor shall report on performance of traditional ads as requested and serve as steward of the paid media plan on CMS' behalf by verifying that all paid media placements ran as planned and negotiate make-good media placements, if necessary. The contractor shall also reconcile and verify that the media buy delivered reach, frequency and GRPs levels equivalent to the level authorized in the original media plan.

Outputs may include but are not limited to: Ad creative such as TV commercials, radio spots, etc. Strategy document for traditional paid media, create national and localized TV, radio and print ad buys, listing of suggested vendors or distribution systems, a tracking plan and impact report.

## **6.6 OUTREACH AND EDUCATIONAL MATERIALS**

With CMS input and approval, the contractor shall create materials to educate target audiences on national and regional levels. Materials may be requested to help CMS staff brief internal audiences. The contractor shall be responsible for the development, delivery and updating of

internal and external facing education and outreach materials. Materials should be tailored to each targeted audience to engage and move the audience to action (Ex: passive vs active voice).

Deliverable materials will vary based on the approved outreach and education strategy and rollout designed for each initiative. These outputs may include, but are not limited to the items listed for each of the tactics described within this SOW. Materials may also include, but are not limited to copy for emails, newsletter, personalized letters, and operational instructions.

## **6.7 TRANSLATION, TRANSCREATION AND NON ENGLISH MEDIA BUYS**

Translate and transcreate education materials for target audiences who require resources in languages other than English. Purchase media for a target audience requiring languages other than English. Possible languages include: Spanish, Chinese, Vietnamese, Korean and Russian.

Outputs may include, but are not limited to: Any education and outreach materials in languages other than English as determined by the education and outreach strategy.

## **6.8 OUTREACH AND EDUCATION EVENT SUPPORT: STAFFING AND FACILITATION**

The contractor shall support CMS staff onsite for conferences, events and press tours. Support services may include logistical meeting/workshop support, and contractor attendance at conferences and meetings as requested. The contractor shall contract with the Conference and/association to secure exhibit booth spaces, registration fees for attendees, incur shipping and labor charges and all other incidental charges for Non-HHS conferences. The contractor shall solicit speaking opportunities and complete abstracts if necessary.

The contractor is responsible for storage of at least 3 exhibit booths between events. The contractor will usually be tasked with set up, manning and take down of the booths at events.

Outputs may include, but are not limited to: Strategy documents, proposed conferences, events, press tours, logistical information, pamphlets, flyers, brochures, frequently asked questions, case studies, white papers, content and visual presentations, conference support materials, conference displays, printing, signage, lanyards, folders, talking points/speaker notes, budget estimate reports, close out reports, tracking/metrics summaries.

## **6.9 TRAINING AND EVENT PLANNING AND EXECUTION**

The contractor shall plan and manage training events to provide education and promote collaboration and data/information sharing among all stakeholders. The duration of these events can be multi day for the in-person events and multiple hours for each of the Webinars, and or virtual training sessions. Training development may include, but not be limited to, the creation of a training syllabus and training materials including content and visual presentation. Trainings may include rehearsal sessions at CMS or off site.

The contractor shall conduct research to identify, solicit bids from and analyze viable venues within the selected cities and arrange for adequate staff (but not too many to be costly to the government) to participate in one site visit per location. Site visits should be executed per CMS travel and conference guidance policies. These site visits must include physically visiting several appropriate venues that include, but are not limited to: Federal Government buildings, Universities, Conference Centers, and Hotels that are not resorts, spas, or casinos. The contractor shall make all efforts to find Federal Facilities to promote efficient spending of the contract money. Post-site visit, the contractor shall submit the top 3 venue choices that are within the GSA per diem to the COR. In addition, justification for the recommended venue must be provided if a Federal Building is not utilized. The contractor shall rent the approved space per the COR's approval.

The contractor shall be responsible for managing and facilitating the training. This includes, but is not limited to, establishing a registration website that allows for the creation of reports, invitations, promotions, on-site registration, IT services, webinar services, agenda development, recruitment of speakers, presentation development, work group site selection, production of meeting materials, printing, shipping, signage, lanyards, folders, meeting evaluation and feedback, posting presentations to websites, recording and documentation of meeting minutes, room fees, audio-visual equipment, lighting, podiums, microphones, stage, press and follow-up, and anything else that may be needed.

The contractor should supply adequate staff to support the event and staff should adhere to CMS travel and conference guidance policies. The staff must be approved by the COR, to work all aspects of the meeting and maintain strict adherence to the Office of Financial Management (OFM) and Joint Travel Regulations (JTR) travel guidelines.  
<http://www.hhs.gov/asfr/ogapa/acquisition/policies/promoting-efficient-conference-spending-policy-12-16-2013.html>

The contractor may also be required to provide a large number of hard copies of all in-person meeting materials, agendas, presentation, etc.

The contractor shall serve as facilitators, meeting planners or hosts for events, meetings or conferences. Facilitation may include encouraging discussion; using a variety of problem solving techniques; resolving divergent views; convening and leading large and or small group briefings and discussions; recording discussion content; and enabling focused decision-making.

The contractor shall also identify relevant subject matter experts, speakers and trainers for events, meetings and conferences. The contractor shall secure identified speakers and trainers per the COR's approval.

The contractor shall work closely with all stakeholders in a work group management and facilitation role. Also, the contractor shall oversee all practice or trial runs of presentations and assure that the technology is in working order. Additional responsibilities may be established by mutual agreement by the COR and the contractor.

Contractor must provide CMS staff with a post meeting executive summary and briefing. This includes a summary of all feedback surveys, lessons learned, event metrics and improvements for next meeting. In addition, the contractor is responsible for maintaining oversight for pre meeting activities and next steps.

Contractor must develop accredited continuing education (CE) that health care providers and fraud prevention specialists can use. CEs can be in a webinar, or online module format.

Accreditation abilities must cover a wide variety of audiences. CEs would be created for:

- The health field: physicians (CME), dentists, nurse practitioners, pharmacists, physician assistants, office managers, and other relevant target audiences
- The fraud prevention field: health care fraud investigators, compliance officers, auditors, law enforcement, and other relevant target audiences

The contractor shall determine categories eligible to receive continuing education units/credits for each educational topic. The contractor shall be responsible for being able to accredit, or engage the appropriate partners so that the contract can accredit attendees. CEs should use research tools, such as polls or surveys, to establish learner's knowledge.

The contractor shall provide a hosting (if the module is online) and dissemination plan to reach the target audience beyond CMS' current networks.

Through regular reporting, the contractor should provide metrics to show the value in reach, engagement and (as requested) behavioral changes. Metrics pertaining to the reach should include the audience profile (EX: type of health care professional reader and/or test taker).

Outputs may include but are not limited to:

- *Pre-training/event-* location venue summaries, creation of reports, invitations, promotions, on-site registration materials, training syllabus and training materials including content and visual presentation/power point slides, talking points/speaker notes for facilitators, speakers and trainers, agendas and presentations for dry-runs.
- *Day-of-training/event-* hard copies of all meeting materials, agendas, presentation, etc. for up to 300 attendees, conference displays, training manuals, signage, lanyards, folders, meeting evaluation and feedback forms, print outs of continuing education/ accreditation certificates for attendees.
- *Post-training/event-* post meeting executive summary and briefing - summary of all feedback surveys, lessons learned, event metrics and improvements for next meeting, final presentations to websites, recording and documentation of meeting minutes.

## **6.10 VIDEO, AUDIO RECORDING AND FILM PRODUCTION SERVICES**

The contractor shall provide videotape and film production services. Video and film production includes, but is not limited to: writing, directing, producing, shooting, arranging for talent, user rights, narration, music and sound effects, duplication, distribution, video scoring and editing.

The contractor may be required to film in studios, on location, live shows, events, or another location specified by CMS. The contractor may also be required to edit and re-package existing video training materials for use by stakeholders. Files should be available for review and approval in a format that is acceptable for CMS.

Outputs may include, but are not limited to videotape and film. The required formats in which to film or duplicate may include, but are not limited to NP4, betacam, CD-ROM, or DVD.

### **6.11 TELECONFERENCE AND AUDIO CONFERENCE SERVICES**

The contractor shall provide telephone and audio conference services that include, but are not limited to: large-scale, dial-in sessions patterned after CMS' "Open Door Forums" and MLN Connects "National Provider Calls" for stakeholders and large scale webinars that shall accommodate an operator-assisted call with 2000 engaged lines and related activities for these teleconferences (assume all teleconferences shall be 90 minutes in duration unless advised otherwise). Teleconference and audio conference services should be toll-free, and integrated with the capability to accommodate webinars and live online demonstrations. The contractor shall set-up and execute the following: teleconference services, teleconference registration, data collection and reporting, written transcripts and audio recordings, customer service and IT support, teleconference activity archive and reports, call evaluations, activity reports, assisted technology services, and document support. In addition, copies must be made available so these can be posted to YouTube (or in other formats as needed) and meet all 508 accommodations.

Outputs may include but are not limited to: Toll-free number, teleconference and webinar registration information, data collection and reports, written transcripts and audio recordings, teleconference activity archive and reports, call evaluations, activity reports, document support, event copies.

### **6.12 PRESS AND PUBLIC RELATIONS SERVICES**

The contractor shall provide media and public relations support services to CMS including the development of media messages and strategies.

Tactics could include media landscape analysis, pitching, media monitoring, media training, preparing media materials, distributing press materials and executing media tactics in partnership with CMS' MRG (Media Relations Group) that may include, but are not limited to, press conferences and scheduling broadcast and/or print interviews.

Media materials could include, but are not limited to, press releases, media alerts, speeches and presentations, articles, pitch lists, talking points, and press kits. The contractor should work with new media technology to disseminate and amplify messaging as needed.

The contractor should have access to wire and syndicated placement services, video and daily news clipping services, and RMT/ SMT (Radio Media Tour/ Satellite Media Tour) capabilities. RMT/SMT should include all elements such as promotional materials, setup and execution on the days of the event(s), and impact tracking.

Outputs may include, but are not limited to: Strategy document proposal, media monitoring and report, media training materials, media materials, press materials, press releases, media alerts, speeches and presentations, articles, memos, pitch lists, talking points, and press kits, impact report.

### **6.13 RADIO/TELEVISION PUBLIC SERVICE ANNOUNCEMENTS**

The contractor, with CMS' input and approval, shall develop radio and television Public Service Announcements (PSAs) Types of services may include, but are not limited to: the development of radio or television announcements, creative development of draft scripts and storyboards, and strategy for distribution including channels and costs. Strategy should account for TV monitoring, news clipping services, ad tracking services and added value should be negotiated whenever possible. Any release of public service announcements shall be approved by CMS.

Outputs may include, but are not limited to: Strategy document proposal, radio and television PSAs (public service announcements) document proposal, radio or television announcements, draft scripts and storyboards, and strategy for distribution including channels and costs, TV monitoring and news clipping services reports, ad tracking reports, varying formats (taped and live announcer copy).

### **6.14 WEBSITE DESIGN AND MAINTENANCE**

The contractor shall be involved in planning, designing, building and maintaining websites and related new media technology.

Websites shall require various levels of security due to sensitive information (i.e., for some projects the contractor must be able to support a secure, vetted member's only site).

- The contractor shall develop website plans that consider the technical interactivity/functionality/usefulness of the website: creating, editing, and efficiently arranging materials into a creative, cohesive, and visually gratifying end-user experience. The contractor shall lead all project planning efforts by collaborating with necessary stakeholders to determine requirements, establish the scope of the work, create schedules for delivery of products, provide resource and schedule estimations, measure progress and productivity, provide documentation such as the project plan and vision, workflow diagrams, stakeholder requests, or other presentations as needed.
- The contractor shall develop, implement and oversee new media activities (i.e., hardware and software tools such as Web applications, streaming videos, podcasting, and other new and emerging digital media).
- The contractor shall provide design services for wireframe and overall creative layout. The contractor shall lead the visual, informational, and functional design of selected

external websites to help communicate FWA information to internal and external audiences.

- The contractor shall build selected website(s) creating accessible and easily navigable webpages and stimulating multimedia user interfaces. This includes, but is not limited to, coordinating the product development process; providing quality assurance, guidance, and resources; providing web design and production; designing, producing, and delivering multimedia products and services (data visualizations, audio, video, animation, video- and web conferencing); managing distribution strategies where stakeholders need updates (e.g., e-mail notifications and syndication opportunities); providing performance assessment and analysis (including usability testing); and serving as liaison with the CMS Office of Communications and other Federal agencies for strategic online planning.
- The contractor shall operate, administer and maintain selected websites under guidance of CPI and CMS' WNMG (Web and New Media Group). All content should exist in a responsive (mobile-friendly) design. The contractor should provide short-term and long-term web content management strategy, maintenance proposal, and execution.
- The contractor shall establish, monitor, and analyze performance metrics and measures for selected websites and use that to guide improvements to the content, functionality and interactivity of the websites in order to increase customer satisfaction and numbers of visitors. Provides regular reports on the outcome of the metrics and how selected websites are helping the center meet its overall missions.

This work shall require:

- Skill in using and editing HTML5, DHTML, CSS, JavaScript, and knowledge of data visualization, infographics, multimedia, and video. Knowledge and experience in ensuring design/development meets Section 508 Accessibility standards.
- Knowledge of current design and authoring software, including vector editing (Photoshop, Illustrator), page layout (Adobe Creative and Digital Publishing Suites, such as Photoshop, Illustrator, InDesign,), animation & interactivity (Flash, jQuery, PopCharts, Director), web authoring (Percussion, content management systems), and video-editing software (Premiere).
- Knowledge of multimedia/streaming/video platforms (Premiere, QuickTime, RealAudio/Video, MediaPlayer) and any 3D experience a plus (StudioMax, Lightwave, etc.).
- Knowledge of Internet building applications: Adobe GoLive, NetObjects Fusion, HTML5, DHTML, Cold Fusion, Adobe Acrobat, etc. Knowledge of widely used web browsers, such as Internet Explorer, Mozilla/Firefox, Google Chrome. Knowledge of client/server technology, TCP/IP, FTP, Telnet.
- Knowledge of search mechanisms, indexing, concept mapping, and common gateway interface (CGI) technology.

Outputs on an as-needed basis may include, but are not limited to, the following: web content strategy, web content development, social media components, video, and user experience assessments, user experience design, user persona research, quantitative and qualitative site audits, usability and focus group testing, Percussion development or other content management system as determined, social media content strategy, social media monitoring and analysis that

delivers actionable data and recommendations, responsive (mobile-friendly) web development, social media asset design, wireframe and Photoshop-based designs, HTML email marketing campaigns, online video production, familiarity with social media platforms and practice including, but not limited to: Facebook, Twitter, Reddit, LinkedIn, Instagram and Tumblr; Vine, Instagram, Twitter and Facebook strategy and integration, search engine optimization (SEO), social media ad campaign, SEO and paid search campaign management tactics will include, but will not be limited to: Website optimization (organic and paid), Call to Action (CTA) Landing page development, Site optimization of keyword research, discovery and implementation, Initial keyword research and competitive analysis, Campaign and ad group setup, Create online ad copy, Ongoing Social Media and SEO campaign management; Analytics Monitoring & Analysis, Visual Asset Creations will include, but will not be limited to: 1) Data Visualizations, 2) Presentations, 3) Training Material, 4) Press Releases, 5) Infographics, 6) Charts and Graphs, 7) Digital graphics, 8) Email Templates; and all other services as needed.

### **6.15 PARTNERSHIP DEVELOPMENT**

The contractor shall assist in developing, tracking, and maintaining relationships with various stakeholders, including community based and other non-governmental organizations, enabling CMS to leverage and maximize their ability to reach intended audiences and stakeholders. The contractor shall be tasked with analyzing the current stakeholders and suggesting new partners to broaden impact and reach. Partnership development shall involve a plan for engaging new partners through contractor's efforts and introductions by the contractor (if an option).

Outputs may include, but may not be limited to: Strategy document for stakeholder partnership, listing of new partners, execution plan, tracking plan and impact report.

### **6.16 PRINT AND MAIL SERVICES SUPPORT**

The contractor shall provide print and mail services, inventory management and tracking, accurate order fulfillment and speedy distribution.

Outputs may include but not limited to: Print copies, mail services, postage report, a tracking plan and impact report.

### **6.17 COPYWRITING AND EDITING**

The contractor shall provide copywriting and or editing services.

## **7.0 DELIVERABLES:**

The contractor shall provide a wide variety of planning, coordination, strategy development, oversight, implementation, and assessment in defining and carrying out these projects and their complementary marketing components.

1. Kick-Off Meeting: The contractor shall participate in a conference call, or meet in-person, with CMS to discuss project parameters.



2. Kick-Off Calls for each project: For each incoming project under the GEO, the contractor shall participate in an in-person meeting with CMS to discuss project parameters.
3. Strategic Project/ Communication Plan: The contractor shall provide to the COR a Strategic Project Plan for each project that CMS outlines. The plan should show how the contractor will raise awareness of the selected topic(s) to the selected audience(s) and include a timeline, the critical path, key decision points and critical dependencies, and risk identification/mitigation plans for each major wave of the project. Additionally, a budget shall be included; this plan shall ensure minimum cost and labor efficiency in coordinating activities relating to the design and implementation of this project. The strategic plan shall include a campaign timeline and report that articulates the various stages and actions that they will take to ensure that CMS is fully engaged in the planning, development, clearance and oversight of the project for each major tactic. Each plan, in sections or its entirety, should be approved by CMS before any work is executed by the contractor.
4. Weekly Status Report: The contractor shall provide to the COR, on a weekly basis, a written status report, outlining current and upcoming tasks related to the project. Following the weekly calls with CMS, the Contractor shall provide a task report to capture tasks reviewed, decisions pending, action items, and accomplishments.
5. Monthly Status, Expenditure and Progress Reports: The contractor shall provide to the COR, on a monthly basis, a written status report detailing money spent or obligated to date; correlate money spent/obligated to work completed; expected expenditures over the 30 days following each monthly report to match activities/media buys and other pertinent information to be specified by the COR as the project evolves. Expenditure report shall include estimates for all costs associated with the project including labor, creative, development, research, media buy, etc.

The contractor shall provide to the COR and the Contract Specialist an updated monthly report for each project conducted under the contract. Information shall include, but not be limited to:

- Project milestones
- Problems encountered and anticipated, recommended solutions
- Deliverables due
- Deliverables submitted and dates completed
- Key staff responsible
- Funding Spent and Balance

6. Creative Development, Production and Finalized Materials: The contractor shall update existing concepts or create materials, as the project requires, for CMS review and approval. Materials could be, but are not limited to, those used for earned media tactics, television, print, radio and digital in size/formats to be determined. Usage rights for each creative piece shall also be included for current and future use by CMS. Based upon final project plan and media plan, creative may consist of:

- Print: newspaper ads, magazine, flier/poster, brochure/pamphlet, copywriting and editing
  - Radio: local, national, syndicated
  - Digital: ads, website content, emails and mobile applications
  - Webinars
  - Presentations
  - Video: audio recording and film production services
  - Collateral materials
  - Information intermediary materials
7. Media Recap reports: Media Recap reports, as needed, capturing paid and earned media successes in print, broadcast and social media, including media outlet, date, media impressions/circulation, equivalent cost also need to be kept on a running basis throughout the media placement and earned media implementation is required. The report shall be provided to CMS on a day of the week agreed to in the kick off calls for each project. The report will capture the media activities occurring the previous week. Daily reports will be provided the day after an announcement, whether national or local, and those clips shall be included in the Weekly Recap as well.
  8. Project Completion Report with Recommendations for Next Steps: At the end of each project, the contractor shall provide to the COR a comprehensive project completion report that shall include “lessons learned” and recommendations for future outreach.
  9. Regular Meetings with CMS: The contractor shall be required to meet face to face, or on a conference call with CMS staff as determined by CMS, in both D.C. and Baltimore throughout the course of the contract on an “as needed” basis and regularly on a schedule to be defined in the project plan. The contractor shall participate in daily status meetings/conference calls with CMS to report progress on all deliverables, tasks, and risk mitigation issues.
  10. Final Report and Materials to be supplied to CMS for Archival Purposes: The contractor shall provide the COR a report on the overall performance and value of the projects, and activities, executed under this contract. The report should include a listing of all activities and tactics executed as well as the metrics collected and lessons learned. Additionally, the report should include visuals of all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms. Final creative materials files should include all supporting high-resolution artwork, fonts, images and illustrations used to create the product. File format should be compatible with CMS systems to allow future review and use by CMS when needed. Files should be 508 compatible. The contractor should inquire to preferred formats prior to collecting final materials for archive.

<i>Deliverable Summary</i>	<i>Date</i>
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1. Kick-off meeting	One week after task order award
2. Kick-off calls for projects	One week after CMS request
3. Strategic Project Plans	Plans due 15 days after request and prior to project implementation.
4 Weekly Status Report	Weekly
5. Monthly Status, Expenditure and Project Report	1st Monday of each month
6. Creative Development, Production, and Finalized Materials	Ongoing
7. Media Recap Reports	As needed
8. Project Completion Report	Completed 60 days after the completion of a project
9. Regular Meetings with CMS staff in Baltimore & D.C.	Ongoing, as requested by the COR
10. Final report and material for archive	Completed 30 days prior to the end of the Period of Performance

## **8.0 KEY PERSONNEL REQUIREMENTS**

### **PROGRAM DIRECTOR**

The Program Director shall be responsible for the oversight of the contract requirements as well as the overall operations for each project. In addition, the Program Director shall oversee the coordination of activities to assure the following:

- a) Staffing is appropriate;
- b) Effective lines of communication with internal staff and external stakeholders;
- c) Contract requirements are met including quality, cost control, timeliness and business relations;
- d) Assure an adequate quality assurance program and process are in place and strictly adhered to for all tasks;
- e) Monthly cost reports are submitted timely and accurately, including a plan to correct any cost variances or projected rate adjustments;
- f) Timely and quality submission of deliverables and ad hoc requests; and
- g) Maintain superior business relations with CMS, and all other stakeholders and partners.

Work Experience: A Bachelor's degree and ten or more years of professional experience, with at least eight years in health care, Medicare, Medicaid, or a related private insurance field and a minimum of seven years in a communications environment.

## **9.0. STAKEHOLDER COORDINATION & COMMUNICATION REQUIREMENTS**

The GEOC shall coordinate with a number of stakeholders in order to carry out the intervention, education and outreach functions described in this SOW. These stakeholders may include, but are not limited to:

- a. Healthcare providers, including prescribers
- b. People with Medicare aged 65 and older (Medicare beneficiaries)
- c. People with Medicaid aged 18 and older (Medicaid beneficiaries)
- d. People who care for Children's Health Insurance Program (CHIP) beneficiaries
- e. People who utilize Marketplace aged 18 or older
- f. People who care for someone with Medicare, Medicaid, Marketplace, and/or any other programs (Caregivers)
- g. Healthcare consumers
- h. Health care influencers, information intermediaries and people who implement our programs (i.e., Community partners and providers of health care including those in health information technology).
- i. Partners and potential partners of CMS (i.e., private health insurance companies, health care groups, and anti-fraud groups or associations)
- j. Medicare Advantage plans
- k. Part D plan sponsors
- l. Marketplace plans
- m. Private health insurance plans
- n. Other key stakeholders for program integrity initiatives
- o. Applicable manufacturers
- p. Group Purchasing Organizations (GPO's)
- q. State Health Insurance & Assistance Program (SHIPs)
- r. Senior Medicare Patrol (SMP)
- s. Community organizations
- t. Faith based organizations
- u. Other state & federal government agencies etc.
- v. Law enforcement (OIG, DOJ, local state)
- w. State Program Integrity Offices
- x. Appropriate CMS staff

## **10.0 PERMISSION AND USAGE**

The contractor shall obtain all talent and required talent releases for use in direct mail, brochures, videos, and any other media authorized and used under this task. In addition, the contractor shall obtain usage rights for videos, music and any other media used in connection with communications efforts/projects. Consideration of rights purchase efficiencies for the campaign and future use shall be included in the negotiation options provided to CMS for approval. All

talent, images and other materials procured under this contract shall be negotiated to include buy-out rights, as able and at least, cover the duration of the contract period of performance.

The contractor shall provide written documentation to the COR demonstrating the fulfillment of this requirement for each individual effort. All materials, including new photography, videography and imagery, created under this Statement of Work are the property of the CMS and may be modified and reproduced without restriction by CMS.

**Final Materials to be supplied to CMS for Archival Purposes:** The contractor shall provide to the COR all finalized creative materials, including supporting paperwork regarding usage rights, contacts for renewing usage rights, and signed Model Release forms.

All materials shall be ready for posting to any CMS website. They must comply with CMS web branding guidelines as well as meet 508 compliance requirements in accordance with CMS internet standards. All of the deliverables and outreach must be maintained on any CMS website as determined by the program office.

CMS will maintain ownership of the website during and after the contract period of performance.

The contractor shall complete any required forms and supply any required documentation to gain access to CMS' systems.

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

- Internet Media/Web: Finalized files for posting on the web in format acceptable for future media placement.

Comprehensive Project Completion Report with Recommendations for Next Steps	Completed 60 Days after the completion of a project
Final Ads to be supplied to CMS for Archival Purposes	Completed 30 Days after the completion of a project

## **11.0 SECTION 508 COMPLIANCE FOR COMMUNICATIONS**

All materials produced under this contract shall comply with the standards, policies, and procedures below and in the attached. In the event of conflicts between the referenced documents and this SOW, the SOW shall take precedence.

Rehabilitation Act, Section 508 Accessibility Standards  
29 U.S.C. 794d (Rehabilitation Act as amended)  
36 CFR 1194 (508 Standards)  
[www.access-board.gov/sec508/508standards.htm](http://www.access-board.gov/sec508/508standards.htm) (508 standards)  
FAR 39.2 (Section 508)  
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 shall be the responsibility of the contractor or consultant.

## **12.0 LIST OF APPENDICES**

- A. Program Integrity Outreach & Education Programs
- B. List of Abbreviations
- C. Statutes and Regulations

## **APPENDIX A – PROGRAM INTEGRITY OUTREACH & EDUCATION PROGRAMS**

### **MEDICARE**

Medicare is the federal health insurance program for people who are 65 or older, certain younger people with disabilities, and people with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a transplant, also referred to as ESRD). Nearly all Medicare beneficiaries access the majority of their insurance benefits through one of two health care delivery systems – traditional Medicare, also known as Medicare Fee-for-Service (FFS), or Medicare Advantage (MA).

#### **Medicare Fee for Service (FFS) (Medicare Parts A and B)**

The Medicare FFS program consists of two distinct parts: (1) Medicare Hospital Insurance (HI) often referred to as “Medicare Part A” and (2) Supplementary Medical Insurance (SMI), or “Medicare Part B”. Services covered under Part A are: hospital inpatient services, skilled nursing facility (SNF) inpatient services, and swing bed services (SNF level in a rural hospital having less than 50 beds), hospice services, and some Home Health services. Services covered under Part B include, the professional medical services of physicians and certain other licensed practitioners and/or certified practitioners, a variety of other services and items such as ambulance, durable medical equipment (DME), prosthetics, orthotics and supplies, and certain institutional services. These include hospital outpatient services, SNF outpatient services, all specialty facility services, such as dialysis for End Stage Renal Disease beneficiaries, outpatient rehabilitation services, regardless of the type of institution, and some Home Health services.

Benefits under Medicare FFS are largely provided under an indemnity insurance model. That is, the beneficiary chooses his/her health care providers/suppliers, the providers/suppliers bill the appropriate Medicare claims administrator for their services, and the claims administrator pays the provider/supplier based on Medicare eligibility, coverage, and payment rules. The CMS relies on a network of contractors to process Medicare FFS claims, enroll health care providers/suppliers and educate them on Medicare billing requirements, handle claims appeals, answer beneficiary and provider/supplier inquiries and detect Medicare fraud, waste and abuse.

#### **Medicare Advantage (Part C)**

In the Medicare Advantage Program, or Part C, beneficiaries have the option to enroll in any private insurance plan that contracts with CMS to provide all the benefits available under Medicare Part A and B. These private Medicare plans may organize themselves in keeping with one of several health care delivery and payment models (e.g., health maintenance organizations, preferred provider organizations). Medicare Advantage plans are required to cover the same basic benefits that the traditional Medicare program offers, but they are given fairly broad responsibility and latitude to set up their internal requirements and processes as they see fit.

Visit <http://medic-outreach.rainmakersolutions.com/>

#### **Medicare Drug Coverage (Part D)**

CMS contracts with licensed risk-bearing entities to administer the prescription drug benefit (Medicare Part D). These Part D plans are referred to as stand-alone, risk-bearing Prescription Drug Plans (PDPs). Many Medicare Advantage plans have added a Part D benefit to their existing program. These plans are known as Medicare Advantage Prescription Drug Plans (MA-PDs). All Part D plans must offer a standard drug benefit, but may also vary the benefit offering within defined parameters.

Visit <http://medic-outreach.rainmakersolutions.com/>

## **MEDICAID**

Medicaid is a joint federal-state funded health insurance program that is the primary source of medical assistance for millions of low-income, disabled, and elderly Americans. The federal government establishes minimum requirements for the program and states design, implement, administer, and oversee their own Medicaid programs. In general, states pay for the health benefits provided, and the federal government, in turn, matches qualified state expenditures based on the Federal medical assistance percentage (FMAP), which can be no lower than 50 percent.

All states participate in the Medicaid program and as a requirement for receipt of federal matching payments must cover individuals who meet certain minimum financial eligibility standards. Additionally, the states must cover certain medical services, such as physician, hospital and nursing home care, and are provided the flexibility to offer a large number of optional benefits to beneficiaries. States also have the option to expand their Medicaid programs to cover additional beneficiaries who have income above the minimum financial threshold, up to statutory limits on income levels. State governments have a great deal of programmatic flexibility within which to tailor their Medicaid programs to their unique political, budgetary, and economic environments.

Visit <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/Medicaid-Integrity-Education/edmic-landing.html>

## **OPEN PAYMENTS**

Open Payments is a national program that promotes transparency by publishing data on the financial relationships between the health care industry (applicable manufacturers and group purchasing organizations, or GPOs) and health care providers (physicians and teaching hospitals). In 2015, CMS published 11.41 million payment records, transfers of value, or instances of ownership/investment interest that occurred in 2014. These financial transactions totaled nearly \$6.49 billion.

The Affordable Care Act requires the Secretary of the Department of Health and Human Services (HHS) to collect and display information on payments and other transfers of value and ownership/investment interest annually. CMS published information for the first reporting year on its public website, and will update the website annually with a full year of data. This public website is designed to increase access to, and knowledge about, these relationships and provide the public with information to enable them to make informed decisions. Disclosure of the



financial relationships between the industry and health care providers is not intended to signify an inappropriate relationship, and Open Payments does nothing to prohibit such transactions. The public can search, download, and evaluate the reported data. The payments and transfers of value and ownership/investment interest displayed on the Open Payments website are self-reported by applicable manufacturers and GPOs.

Partner engagement and outreach efforts are a priority for CMS. Open Payments stakeholders, including medical college faculty, teaching hospital employees, industry professional groups, physicians, attorneys, and compliance professionals, received Open Payments outreach throughout the past year. CMS hosts monthly discussions to share program updates and obtain feedback directly from stakeholders. CMS continues to improve the usability of the public website.

Visit <https://www.cms.gov/openpayments/> or <https://openpaymentsdata.cms.gov/> for more information.

## **PART D PRESCRIBER ENROLLMENT**

Any physician or other eligible professional who prescribes Part D drugs must either enroll in the Medicare program or opt out in order to prescribe drugs to their patients with Part D prescription drug benefit plans. Medicare Part D may no longer cover drugs that are prescribed by physicians or other eligible professionals who are neither validly enrolled, nor opted out of Medicare. All prescribers should enroll before January 1, 2016 to allow for the processing of applications and to ensure enrollees get their prescriptions.

Visit <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/MedicareProviderSupEnroll/Prescriber-Enrollment-Information.html>

## **MEDICARE ACCESS AND CHIP REAUTHORIZATION ACT OF 2015 (MACRA)**

The Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) repeals the Sustainable Growth Rate (SGR) methodology under the Medicare Physician Fee Schedule. It also establishes a new Merit-Based Incentive Payment System (consolidating features of the current physician quality programs, including the Medicare Electronic Health Record (EHR) Incentive programs), and creates payment incentives for physicians and other professionals to join alternative payment models (APMs).

## **MARKETPLACE**

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

The Affordable Care Act establishes Affordable Insurance Exchanges (Exchanges) to provide individuals and small business employees with access to health insurance coverage as of January

1, 2014. An Exchange, also known as a Marketplace, is an entity that both facilitates the purchase of Qualified Health Plans (QHP) by qualified individuals and provides for the establishment of a Small Business Health Options Program (SHOP), consistent with Affordable Care Act 1311(b). Exchanges provide competitive marketplaces for individuals and small employers to directly compare and purchase private health insurance options based on price, quality, and other factors. Exchanges are integral to the Affordable Care Act's goal of prohibiting discrimination against people with pre-existing conditions and insuring all Americans.

The Affordable Care Act provides States with significant flexibility in the design and operation of their Exchanges to best meet the unique needs of their citizens. States can choose to operate as a State-based Exchange (SBE), or the Secretary of the United States Department of Health and Human Services (HHS) will establish and operate a Federally-facilitated Exchange (FFE) in any State that does not elect to operate a State-based Exchange. In an FFE, the State may pursue a partnership model, where a State may administer and operate certain Exchange activities associated with plan management and/or consumer assistance and outreach. In FFE states, CMS is responsible for facilitating application, eligibility and enrollment in an Exchange for consumers and small business employers during open enrollment periods.

As of November 21, 2015- More than 1.6 million consumers have selected coverage, including half a million new consumers and over a million existing marketplace consumers who have returned. These marketplace consumers are all vulnerable to fraud similar to other CMS programs like Medicare, Medicaid and CHIP.

## **HEALTHCARE FRAUD PREVENTION PARTNERSHIP**

Section 1128C (a) (2) of the Social Security Act provides authority for the Secretary of HHS and the Attorney General, in carrying out the Fraud and Abuse Control Program established by section 1128C(a)(1), to consult with, and arrange for the sharing of data with representatives of health plans, including Medicaid as well as private plans. CMS has established the Healthcare Fraud Prevention Partnership (HFPP), an ongoing partnership to fight fraud, waste, and abuse across the health care system. The (HFPP) currently has 44 partner organizations from the public and private sectors, law enforcement, and other organizations combatting fraud, waste, and abuse. The partnership is sharing data to assist payers in evaluating trends, recognizing patterns consistent with potential fraud, waste, and abuse, and potentially uncovering schemes or bad actors they could not otherwise identify using only their own information.

Visit <https://hfpp.cms.gov/>

## **APPENDIX B – LIST OF ABBREVIATIONS**

1. General Education and Outreach Contractor (GEO or GEOC)
2. Fraud, waste and abuse (FWA)
3. Centers for Medicare & Medicaid Services (CMS)
4. Center for Program Integrity (CPI)
5. Outreach & Education Medicare Drug Integrity Contractor (O&E MEDIC)
6. Education Medicaid Integrity Contractor (EdMIC)
7. Medicare Fee-for-Service (FFS)
8. Medicare Advantage (MA)
9. Return on Investment (ROI)
10. Search Engine Optimization (SEO)
11. Search Engine Marketing (SEM)
12. Media Relations Group (MRG)
13. Satellite or Radio Media Tours (SMT/ RMT)
14. Continuing education (CE)
15. Web and New Media Group (WNMG)
16. Call to Action (CTA)
17. Gross Rating Points (GRPs)
18. Group Purchasing Organizations (GPO's)
19. State Health Insurance & Assistance Program (SHIPs)
20. Senior Medicare Patrol (SMP)

## **APPENDIX C - STATUTES AND REGULATIONS**

### **THE MEDICARE INTEGRITY PROGRAM**

The Medicare program integrity responsibilities of the GEOC are authorized by Section 1893 of the Social Security Act (which established the Medicare Integrity Program).

### **THE MEDICARE-MEDICAID DATA MATCH PROGRAM**

The Medicare-Medicaid data match responsibilities are authorized by Section 1893(g) of the Social Security Act (enacted in Section 6034(d) of the Deficit Reduction Act of 2005).

### **THE MEDICAID INTEGRITY PROGRAM**

The Medicaid program integrity responsibilities of the GEOC are authorized by Section 1936 of the Social Security Act (which established the Medicaid Integrity Program).

### **THE PATIENT PROTECTION AND AFFORDABLE CARE ACT**

CMS intends to use GEOC to implement the augmented program integrity and transparency authorities found in the Patient Protection and Affordable Care Act of 2010 (more commonly known as the Affordable Care Act or ACA). There are five principal ways that the ACA seeks to improve Program Integrity efforts:

- Providing additional funding to prevent and fight fraud,
- Improving provider/supplier screening and compliance,
- Providing new penalties and allowing for enhanced administrative actions,
- Enabling improved data sharing, and
- Providing transparency into data

CMS is using these authorities to move the Medicare and Medicaid program integrity environment beyond the “pay and chase” model and on a continued path toward a “prevention and detection” model.

### **THE MEDICARE PRESCRIPTION DRUG, IMPROVEMENT AND MODERNIZATION ACT OF 2003 (MMA)**

The Medicare Prescription Drug, Improvement and Modernization Act of 2003 (MMA) (P.L. 108-173) was signed into law on December 8, 2003. Title I of the MMA established a new voluntary outpatient prescription drug benefit under Part D of Title XVIII of the Social Security Act (the Act). The prescription drug benefit, referred to as Medicare Part D, as well as an employer subsidy for qualified retiree health plans, began on January 1, 2006.

Title II of the MMA modified and renamed the Medicare+Choice (M+C) program established under Part C of Title XVIII of the Act. The program is now called the Medicare Advantage (MA) program. The MMA also introduced a new process for determining beneficiary premiums and benefits for 2006 and future years under which MA organizations shall submit a “bid” reflecting their revenue needs for covering the benefits they plan to offer. This new process applied to all MA plans beginning in 2006.

## **HEALTHCARE FRAUD PREVENTION PARTNERSHIP**

Section 1128C (a) (2) of the Social Security Act provides authority for the Secretary of HHS and the Attorney General, in carrying out the Fraud and Abuse Control Program established by section 1128C(a)(1), to consult with, and arrange for the sharing of data with representatives of health plans, including Medicaid as well as private plans. CMS has established the Healthcare Fraud Prevention Partnership (HFPP), an ongoing partnership to fight fraud, waste, and abuse across the health care system. The (HFPP) currently has 35 partner organizations from the public and private sectors, law enforcement, and other organizations combatting fraud, waste, and abuse. The partnership is sharing data to assist payers in evaluating trends, recognizing patterns consistent with potential fraud, waste, and abuse, and potentially uncovering schemes or bad actors they could not otherwise identify using only their own information.

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