

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 | 4

2. CONTRACT NUMBER
75R60221C00004

3. SOLICITATION NUMBER
75R60221R00012

4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)

5. DATE ISSUED
03/19/2021

8. REQUISITION/PURCHASE NUMBER
HRS275792

7. ISSUED BY CODE **OAMP**

8. ADDRESS OFFER TO (If other than Item 7)

HHS/HRSA/OO/OAMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, Rm 14W26B
Rockville MD 20857

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALLS:

A. NAME
RUSSELL J GRABILL

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT.
301 443-1798

C. E-MAIL ADDRESS
rgrabill@hrsa.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	28-34
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	6	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	35
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8-10	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	11-18	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	19-23	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	24-27				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15, Maximum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.2328)

<input type="checkbox"/>	10 CALENDAR DAYS (%)	<input type="checkbox"/>	20 CALENDAR DAYS (%)	<input type="checkbox"/>	30 CALENDAR DAYS (%)	<input type="checkbox"/>	CALENDAR DAYS (%)
--------------------------	----------------------	--------------------------	----------------------	--------------------------	----------------------	--------------------------	-------------------

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR
CODE **148892** FACILITY
UNITED HEALTHCARE SERVICES, INC. 148892
Attn: NANETTE SADUSKE
UNITED HEALTHCARE SERVICES, INC.
9900 BREN RD E MN008
MINNETONKA MN 553439664

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
**Daniel Schumacher
President & COO, Optum**

15B. TELEPHONE NUMBER
AREA CODE NUMBER EXT.
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
17. SIGNATURE
/s/
18. OFFER DATE
4/16/2021

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED
20. AMOUNT
\$30,703,847.00
21. ACCOUNTING AND APPROPRIATION
2021.370C04A.25235
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) ()
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM
24. ADMINISTERED BY (If other than Item 7) CODE **OAMP**
See Schedule G
25. PAYMENT WILL BE MADE BY CODE **FISCAL**
See Schedule G
26. NAME OF CONTRACTING OFFICER (Type or print)
SHIRLEY KARVER
27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)
28. AWARD DATE
4/16/2021

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 41-1289245 DUNS Number: 071778674 Initiative #: OPS184 C 3611 Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Appr. Yr.: 2021 CAN: 370C04A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2022 Title: Claims Reimbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured.				
1	Management and Administration Fees. Base Period. Obligated Amount: (b) (4)				
2	Fee per submitted (billed) claim. Base Period. Obligated Amount: (b) (4)				
3	Fee per paid claim. Base Period. Obligated Amount: (b) (4)				
4	Optional Task 1 - Transition Out Plan. Base Period. Amount: (b) (4) (Option Line Item) 04/16/2022			0.00	
5	Optional Item - Fee per submitted (billed) claim. Base Period. Amount: (b) (4) (Option Line Item) 04/16/2022			0.00	
6	Optional Item - Fee per paid claim. Base Period. Amount: (b) (4) (Option Line Item) 04/16/2022			0.00	
7	Optional Item - OIG Interview. Base Period. Amount: (b) (4) (Option Line Item) 04/16/2022			0.00	
8	Optional Item - TIN Investigation. Base Period. Amount: (b) (4) (Option Line Item) 04/16/2022			0.00	

Continued ...

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9	Optional Task 2 - Fraud Detection. Base Period. Amount: \$0.00 (Option Line Item) 04/16/2022				0.00
10	Management and Administration Fees. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
11	Fee per submitted (billed) claim. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
12	Fee per paid claim. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
13	Optional Task 1 - Transition Out Plan. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
14	Optional Item - Fee per submitted (billed) claim. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
15	Optional Item - Fee per paid claim. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
16	Optional Item - OIG Interview. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
17	Optional Item - TIN Investigation. Option Period One. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
18	Management and Administration Fees. Option Period Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00
19	Fee per submitted (billed) claim. Option Period Two. Amount: (b) (4) (Option Line Item) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004

PAGE 4 OF 4

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	04/16/2023				
20	Fee per paid claim. Option Period Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00
21	Optional Task 1 - Transition Out Plan. Option Period Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00
22	Optional Item - Fee per submitted (billed) claim. Option Period Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00
23	Optional Item - Fee per paid claim. Option Period Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00
24	Optional Item - OIG Interview. Option Period Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00
25	Optional Item - TIN Investigation. Option Period: Two. Amount: (b) (4) (Option Line Item) 04/16/2023				0.00

-Contracting Office Point of Contact:

Russell Grabill
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-1798
Email: rgrabill@hrsa.gov

-Contracting Officer Representative (COR):

Daniel Bietz
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-0967
Email: dbietz@hrsa.gov

The total amount of award: \$102,674,245.00. The obligation for this award is shown in box 20.

SECTION A – STANDARD FORM (SF) 33

This page intentionally left blank.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 for submitted (billed) claims and 29,488.437 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	12	Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each	(b) (4)	(4)
0003	Fee per paid claim	29,488,437	Each	(b) (4)	(4)
Total Value Base Period (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4) discount.

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	12	Month	(b) (4)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each	(b) (4)	(4)
1003	Fee per paid claim	3,000,000	Each	(b) (4)	(4)
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall 6.39% discount.

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each	(b)	(4)
2003	Fee per paid claim	1,000,000	Each	(b)	(4)
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor’s own risk:
 - a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
 - b. Any rental agreement for real or personal property, or any term contract for maintenance;
 - c. Travel for general scientific meetings; and
 - d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government’s Obligation

1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

2. The Government's payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

1. During the base period of performance, CLIN 0009 may be exercised once.
2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0007 may be exercised for up to 25 units in the Base Period.
 CLIN 0008 may be exercised for up to 70 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot		
Total Value Base Period Optional Item and Quantities (Not to Exceed):				To Be Negotiated Prior To Exercising	To Be Negotiated Prior To Exercising
				(b) (4)	(b) (4)

Note: The pricing above reflects an overall (b) (4).

Option Period One

CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.
 CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.
 CLIN 1007 may be exercised for up to 25 units in the Option Period One.
 CLIN 1008 may be exercised for up to 60 units in the Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		
1008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall **(b) (4)**

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.
 CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.
 CLIN 2007 may be exercised for up to 25 units in the Option Period Two.
 CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		
2008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall **(b) (4)**

B.4 Total Estimated Contract Value is: **(b) (4)**

SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 Performance Work Statement

Independently and not as an agent of the Government, the Contractor shall furnish all personnel, material, facilities, services, and equipment as needed to perform the Performance Work Statement located at Section J (Attachment A), attached hereto and made part of this document.

SECTION D – PACKAGING AND MARKING

D.1 Packaging and Marking

All reports and documents shall have, at a minimum, in the document header, the contract number, and the Contracting Officer Representative (COR) name. All reports and documents shall have, at a minimum in the document footer, the author in the lower left corner, the page # of total # of pages in the center bottom of the page, and the date and /or version of the document (not the auto date) in the lower right corner.

The Contractor shall deliver all items at the time indicated in the Deliverables Schedule.

All deliverable reports are to carry at the top of the first page the following information:

Contract number
Deliverable item number
Deliverable item delivery due date
Date of submission

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

The Contracting Officer's Representative (COR), as a duly authorized representative of the Contracting Officer, shall assume the responsibilities for monitoring the Contractor's performance, evaluating the quality of services provided by the Contractor and performing final inspection and acceptance of all deliverables.

E.2 Inspection

FAR 52.246-4 Inspection of Services – Fixed-Price (Aug 1996)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may –
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

E.3 Quality Assurance Surveillance Plan (QASP)

The Government will monitor the Contractor's performance under this contract in accordance with the QASP. The following is a sample Quality Assurance Surveillance Plan (QASP):

Task Area	Evaluation Measure	Performance Standard/Acceptable Quality Level (AQL)	Method Used	Frequency
All Tasks	Status Reporting	Timely information on project status AQL: Submitted timely 97% of time	Inspection	Monthly
	Fraudulent Report	Report within 1 calendar day of detection	Time (days/hours) of report from detection	When Fraudulent request detected
	Payment Filing and Processing	Payment filing and processing AQL: Within 4 days	Inspection	Monthly
	Successful Payment Rate	Clean-payment rate AQL: 90% payment rate	Inspection	Monthly
	Documentation Deliverable	Secure and confidential patient information AQL: 100% patient information is secured and confidential	Inspection	Monthly
	Defined Processes	Call center and payment return processes AQL: Reduce by 50%	Inspection	Monthly
	Funding Request Accuracy	Status of payments AQL: No more than 1 revision per week	Report	Monthly
	Reconciled Payment	Reconciled successful and returned ACH and check payment AQL:	Report	Monthly
	Call Center Resolution	Call center call issues AQL: Resolves 95% of calls	Report	Weekly
	Call Center Response Rates	Increase adjudication rates AQL: Within 5 minutes	Inspection	Monthly

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance will be for one (1) 12 month base period with two (2) 12 month option periods. The option periods under this contract may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). The base period of performance will start on April 17, 2021, through April 16, 2022.

F.2 Place of Performance

Work shall be performed under this contract off-site, primarily at the contractor's facilities, which includes work performed by staff that telecommute.

F.3 Observance of Federal Holidays

New Year's Day	January 1st
Martin Luther King, Jr. Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursdays in November
Christmas Day	December 25th
Inauguration Day	Every fourth year after 1965, January 20th, Washington, DC

No on-site services shall be performed, nor shall HRSA reimburse a contractor for work performed on Federal legal holidays, holidays set forth by Presidential Executive Order and any other Government closures, including closures for inclement weather, unless otherwise provided for in the terms of the contract. The contractor may not bill for hours not worked.

F.4 Schedule of Deliverables

The contractor shall ensure all products and services delivered under this contract are compliant with Section 508 in accordance with the Health and Human Services Acquisition Regulation (HHSAR). These Section 508 Standards were issued by the United States Access Board (<https://www.access-board.gov/>) and published in the Federal Register, on January 18, 2017, as the final rule (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>). The final rule updates the Section 508 Standards along with accessibility guidelines for telecommunication products and equipment covered by section 255 of the Communications Act.

The Section 508 Standards applicable to this contract are:

Section 508 Standards and Guidelines (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

- Web Content Accessibility Guidelines (WCAG) 2.0.
 - Success Criteria, Level A and AA.
- Chapter 3: Functional Performance Criteria (FPC).
- Chapter 4: Hardware (If Applicable).
- Chapter 5: Software.
- Chapter 6: Support Documentation and Services.

Regardless of format, all digital content or communications materials produced as a deliverable under this contract 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. The contractor is responsible for remediating all deliverables that do not comply with the applicable requirements as set forth below.

HHS guidance regarding accessibility of documents can be found at <http://www.hhs.gov/web/section-508/making-files-accessible/index.html>.

ICT vs. EIT

Procurement documentation from HHS or other agencies may contain references to "EIT" (Electronic and Information Technology) and "ICT" (Information and Communications Technology). HHS considers these terms to be interchangeable, and "EIT" should always be interpreted to be "ICT" in any HHS procurement.

Item	Description	Quantity	Due Date	Format	Submit To
1	Records Management Schedule and Disposition Plan	1	Within Thirty (30) Days After Award.	Electronic Format	Email to COR.
2	Records Management Training.	As Needed	Within Thirty (30) days after contract award and Fourteen (14) days after new staff onboarding	Electronic Format	Email to COR.
3	Program and Project Management Plan.	1	Within Thirty (30) Days After Award	Electronic Format	Email to COR

4	Claims Reimbursement Workflow.	1	Prior to Contract Kickoff Meeting	Electronic Format	Email to COR
6	Kickoff Meeting Agenda.	1	One (1) Day Prior To Kickoff Meeting.	Electronic Format	Email to COR.
7	Kickoff Meeting Minutes.	1	One (1) Week After Kickoff Meeting.	Electronic Format	Email to COR.
8	Semi-weekly Meeting Agendas.	104	Two (2) Times A Week	Electronic Format	Email to COR
9	Biweekly COR Meeting Agendas	26	One (1) Time Every Two (2) Weeks	Electronic Format	Email to COR
10	Project Updates.		As requested	Electronic Format	Email to COR
11	Monthly Status Reports.	12	Monthly Each	Electronic Format	Email to COR
12	Weekly Reports.	52	Wednesday by 6PM EST,	Electronic Format	Email to COR
13	Daily Executive Email.	262	Daily (weekdays)	Electronic Format	Email to COR Email to COR and the Chief, Budget Execution and
14	Daily Financial Report.	262	Daily (weekdays)	Electronic Format	Management Branch
15	Ad hoc Reports.	12	As Requested	Electronic Format	Email to COR
16	Final Report.	1	Thirty (30) Days Prior to the End of the Period of Performance	Electronic Format	Email to COR
17	Risk Management Plan.	1	Within fourteen (14) Days After Award	Electronic Format	Email to COR
18	Website Content.		Within Fifteen (15) days After Award of	Electronic Format	COR

			Contract and as Requested		
19	Consumer Education Materials.	4	As Requested Within Thirty (30) Days After Award of Contract.	Electronic Format	COR
20	Social Media Plan.	1		Electronic Format	Email to COR
21	Data Reports Within Federal Government.		As Requested	Electronic Format	Email to COR
22	Urgent Data Reports Within Federal Government.		As Requested	Electronic Format	Email to COR
23	Routine Data Reports Outside Federal Government.	60	Up to 5 Each Month	Electronic Format	Email to COR
24	Routine Data Reports Outside Federal Government Tracking Report.	4	Quarterly	Electronic Format	Email to COR
25	Provider Portal Data Reports.	12	Monthly	Electronic Format	Email to COR
26	Encrypted Approved Claims File.	52	Weekly	Electronic Format	Email to Chief Data Officer
27	Claims Verification Process.	1	Within 5 Days of After Award of Contract	Electronic Format	Email to COR
28	Claims Held Report Record of Claims	12	Monthly	Electronic format	Email to COR
29	Reimbursement for Testing and Treatment to Eligible Providers.	24	Two (2) Times a Month	Electronic Format	Email to COR and HRSA Office of Budget and Finance
30	Reimbursement Submissions	262	Daily (weekdays) Prior to Contract Kickoff Meeting	Electronic Format	Email to COR
31	Reimbursement Return Payments - Process Report.	1		Electronic Format	Email to COR

32	Approved Bank Account Monthly Utilization Reports.	12	Monthly Within Five (5) Days After Award of Contract	Electronic Format	Email to COR
33	HHS/HRSA Form to Establish A Vendor Account.	1	Submit a final claims reimbursement reconciliation report and return any unobligated funds.	Electronic Format	Email to HRSA's OBF and PSC
34	Financial Management and Reporting Documentation.	1	Annually	Electronic Format	Email to COR
35	Monthly Daily Extract of Financial Data Report.	262	Daily (weekdays)	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
36	Daily Incremental Extract File.	262	Daily (weekdays)	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
37	Specifics of the file structure, data elements, data dictionary.	1	Prior to Contract Kickoff Meeting	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
38	Claims Reimbursement File formats.	1	Prior to Kickoff Meeting	Electronic Format	Email to COR and Director, Division of Financial
39					

					Policy and Analysis
					COR and Director, Division of Financial Policy and Analysis
40	Claims Reimbursement Files, returned funds. Reports.	1			Email to COR
41	Reimbursement Requests.	262	Daily/weekdays Within Five (5) Days After	Electronic Format	
42	Process to identify and offset an overpayment to a provider.	1	Award of Contract	Electronic Format	Email to COR
43	Funds Exhausted Submissions.		When Funding is Exhausted	Electronic Format	Email to COR
44	FPLP Withholding to Payments Submissions. Internal Escalation and Issue Tracking	1	Annually	Electronic Format	Email to Treasury
45	Submissions.	1	Within 30 days of EDOC	Electronic Format	Email to COR
46	Log of All Reports and Data Requests.	12	Monthly Prior To	Electronic Format	Email to COR
47	Contractor Non-Disclosure Agreements.	1	Contractor Performance	Electronic Format	Email to COR Email to HRSA Security Operations (SOC), CO, COR, HRSA SOP (or His or Her Designee) and Other Stakeholders
48	Incident Response.		As Required	Electronic Format	
49	Roster. IT Required Reporting and Continuous Monitoring:		As Required	Electronic Format	Email to COR
50	a. Operating system, database, Web	12	Monthly	Electronic Format	Email to COR

application, and network vulnerability scan results;

b. Updated POA&Ms;

c. Any updated authorization package documentation as required by the annual attestation / assessment / review or as requested by the HRSA System Owner or AO; and,

d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

51	SORN	1	Once completed	Electronic Format	HRSA Privacy Act Officer HRSA Chief Information Officer
52	ATO	1	Prior to system operation 120 Days Prior to the End of Contract	Electronic format	HRSA Chief Information Officer
53	Transition Out Plan.	1	Performance	Electronic Format	Email to COR

F.5 Reporting Requirements and Deliverables

The Contractor shall submit the items in quantities and during the time periods indicated above to the following address or electronically as mutually agreed:

Health Resources and Services Administration
 5600 Fishers Lane
 Rockville, MD. 20857

The Contractor shall submit each deliverable items individually per the deliverable schedule.

F.6 Stop Work or Delay of Work

52.242-15 Stop-Work Order (Aug 1989)

52.242-15 Stop-Work Order (APR 1984)

52.242-17 Government Delay of Work (APR 1984)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

The person identified below is hereby designated as the Contracting Officer Representative (COR) for this contract. The responsibility of the COR is to assist in the technical monitoring and administration of the contract. To this end, the COR may provide technical direction to the contractor as described in Sections G.2 and G.3.

Daniel Bietz
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-0967
Email: dbietz@hrsa.gov

G.2 Contracting Officer's Representative's Authority

Technical Direction – The COR is authorized to provide the contractor with information, direction, and coordination within the confines of the contractual work description.

This includes providing technical direction to the Contractor to guide the contract effort in order to accomplish the contractual performance work statement. This may include the interpretation of specifications or technical portions of the work description, and where required by the contract, review and approval of product deliverables of the Contractor to the Government under the contract.

G.3 Restrictions on the Contracting Officer's Representative's Authority

The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

The COR is not authorized to provide technical direction outside the parameters of the performance work statement as stated in the Contract.

The COR may not issue any direction to the Contractor that:

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g., changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

If the contractor is unclear whether a technical direction is within the parameters of the performance work statement, then the contractor must contact the Contracting Officer, who is the only individual authorized to determine whether a technical direction is within the parameters of the performance work statement.

G.4 Key Personnel

Pursuant to the Key Personnel clause (HHSAR 352.242-70) referenced in Section I of this contract, the following individual(s) is (are) designated as Key Personnel and considered to be essential to the work being performed under this contract:

Program Manager
Denise Gillson
Phone: (952) 202-0381
Email: denise_gillson@uhg.com
PO Box 9472
Minneapolis, MN 55440

The person identified as the Program Manager shall direct the necessary work and services toward fulfillment of the contractual requirements. Prior to removing, replacing, or diverting the specified individual(s), the Contractor shall notify the Contracting Officer in writing and reasonably in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing changes made due to events beyond the control of the Contractor, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Examples of events beyond the control of the Contractor are: (1) prolonged sickness, (2) termination of employment, and (3) death. Key personnel, with the consent of the Contracting Officer, may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.

4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.
5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

The Contractor shall designate a financial institution for receipt of electronic funds transfer payments. Contractors are encouraged to periodically review their file for accuracy and are required to re-register before their expiration date, which is the same date as their CCR expiration date. SAM will notify users by e-mail that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

G.7 Evaluation of Contractor's Performance

Interim and final evaluation of Contractor performance (including options) on this contract shall be conducted in accordance with FAR Subpart 42.15 and HHSAR 342.7001(d) and entered into the Contractors Performance Assessment Reporting System (CPARS) (located at Section J (Attachment B)).

The Government will conduct an evaluation of Contractor's performance based on the completion of the tasks stated in the PWS. HRSA documents contractor performance using the Contractor Performance Assessment Rating System (CPARS) (www.cpars.gov). The evaluation shall be conducted by the COR and be comprised of an evaluation of contractor performance completed by the Contractor and Federal staff, and a review of progress reports and financial reports.

G.8 Billing Instructions

Located at Section J (Attachment C).

G.9 Subcontracting Plan Provisions (Applies to Large Businesses)

1. Small Business and Small Disadvantaged Business Subcontracting Plan
 - a. The Small Business and Small Disadvantaged Business Subcontracting Plan, dated is attached hereto and made a part of this contract.
 - b. The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

2. Small Disadvantaged Business (SDB) Participation Plan

- a. The Small Disadvantaged Business (SDB) Participation Plan, dated [Insert Date] is attached hereto and made a part of this contract.
- b. In compliance with FAR 19, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- c. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 19, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

3. Subcontracting Reports

- a. The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;
 - 1) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;
 - 2) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and
 - 3) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the prime contract number, the order number, if applicable and their own DUNS number to all of their subcontractors with subcontracting plans.
- b. Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th and October 25th.

G.10 Limitation on Subcontracting (Applies to Small Businesses)

FAR 52.219-14 Limitations of Subcontracting (MAR 2020) is applicable to this contract and stated below in full text:

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for –
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Food

Food (including but not limited to meals, light refreshments, and beverages) is not to be provided and is an unallowable cost.

H.2 Equipment

The Contractor shall not use federal funding available through this contract for costs incurred for services or equipment which are reimbursable as part of another government contract. The federal funding available through this contract shall not be used to reimburse the contractor for the purchase of computer hardware and/or software without prior Contracting Officer approval.

H.3 Confidentiality Agreement Requirement

The Contractor shall implement a confidentiality agreement related to all data provided by the Government staff. All Contractor staff that work with the Federal Government and are provided information and access to databases shall sign such an agreement and a copy of the signed agreement for each relevant staff member shall be submitted to the COR prior to receipt of relevant documents.

H.4 Travel Reimbursement

Any travel reimbursement under this contract shall be performed in accordance with Federal Travel Regulations.

H.5 Prohibition Against Personal Services

The Contractor shall not perform personal services as defined under FAR 2.101 under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

H.6 Equal Employment Opportunity Posters

In order to comply with the notice posting requirements of FAR clause 52.222-26 Equal Opportunity as incorporated into the contract, the contractor shall obtain the posters from the following link: <https://www.eeoc.gov/employers/eo-law-poster>.

H.7 Post Award Organizational Conflict of Interest

General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.

Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

H.8 Government Ownership and Control of Contract-Related Data

All data furnished by the Government to the Contractor under this contract is deemed to be furnished to the Contractor under this contract by or on behalf of the Government under FAR 52.227-17, Rights in Data-Special Works, which is hereby incorporated by reference in this contract, solely with respect to such data.

For the avoidance of doubt, the Parties agree that all information previously held by the Contractor related to providers and all provider-related information that Contractor obtains outside of this contract, including through enrollment in the Optum Pay system, (collectively, "contractor's previously held information") may continue to be used by the Contractor in the normal course of its operations and that any data collected from providers that was not previously held by the Contractor or that was obtained outside of this contract shall be subject to the terms of the HRSA COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Website Privacy Policy, Terms of Use and the Optum Pay Enrollment Agreement (collectively "Terms") and may be used by the contractor as permitted by the Terms (<https://coviduninsuredclaim.linkhealth.com/>). Except as described in the previous sentence, any data provided by the Government in the performance of this contract shall not be used for any other purposes than the performance of this contract.

The contractor's previously held information includes:

*Provider demographic and bank account information captured by Contractor from providers enrolled in Optum Pay including bank routing and account numbers used to effectuate electronic funds transfers.

*All provider information held by Contractor relating to its provider networks or claims systems.

*Contractor's claims adjudication, claims payment and Optum Pay systems and processes.

*All systems, processes and information held or used by the Contractor that were developed or obtained by Contractor outside of the scope of this contract.

For the avoidance of doubt, the Parties further agree that none of Contractor's previously held information, systems or processes, including its payment processing and adjudication systems, will be delivered to the Government during the performance of this Contract, and that the Government has no right, title or interest in or to such payment processing and adjudication systems and processes.

H.9 Expectation of Confidentiality on all Submitted Data

Except to the extent such information has already been publicly disclosed or if disclosure is permitted in accordance with Section H.8 above, the Government's expectation is that all information in possession of Contractor that was submitted by providers as part of the HRSA COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Website, which consists of data related to testing, treatment or vaccination services rendered by providers to patients that is submitted to Contractor by providers in order to receive payment of uninsured claims (Collectively "Uninsured Provider Submission Data"), or provided to the Contractor by the Government (such as: Office of Inspector General's List of Excluded Individuals/Entities (LEIE), CMS Medicare Revocation List, CMS Medicaid Termination List, CMS Compliance Holds, Death Master File, Flagged Providers list / HRSA do not pay list) during the performance of this contract to process claims to eligible providers, as determined by the Government, will be kept confidential and not released to any third party unless required by a valid court order or otherwise required by law. Furthermore, upon completion of the contract, except as prohibited by law, the contractor is to provide the Government all the Uninsured Provider Submission Data used and collected during the performance of the contract. For the avoidance of doubt, Uninsured Provider Submission Data does not include any of contractor's previously held information.

H.10 Legal Process.

With respect to any legal process (including, but not limited to, subpoenas discovery requests) seeking disclosure of any contractor's previously held information or any data collected via the Optum Pay systems, Contractor is solely responsible for responding to any such request, and the costs associated with any such response.

With respect to any legal process from third-parties (including, but not limited to, subpoenas or discovery requests) seeking disclosure of the Uninsured Provider Submission Data, Contractor will oppose such legal process seeking discovery on the ground that the U.S. government is the real party in interest and has the sole legal right to possess, control, release, disclose or utilize such Data. Should the United States be substituted as a party in interest, the United States will

subsequently defend each such discovery request and legal action at no charge or expense to the Contractor. In each case, unless and until the United States Department of Justice successfully moves to substitute the United States Government as the real party in interest and is able to remove any such action that is in a state court to Federal Court, the Contractor will defend such legal action. Any responses to adverse legal process or defense of such litigation from third-parties in response by Contractor will be treated as within the scope of work under this contract, and such reasonable costs treated in accordance with FAR 31.205-47 Costs related to legal and other proceedings.

SECTION I – CONTRACT CLAUSES

I.1 Federal Acquisition Regulation (FAR) Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporated one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov>.

Clause No.	Title	Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-4	Printing/Copying Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management Maintenance	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	OCT 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-12	Certification Regarding Tax Matters	(FEB 2016)
52.210-1	Market Research	JUN 2020
52.212-4	Contract Terms and Conditions-Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	JAN 2021
52.215-2	Audit and Records-Negotiation Alternate II	AUG 2016 (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reductions for Defective Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost of Pricing Data–Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JULY 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost of Pricing Data or Information Other Than Cost or Pricing Data – Modifications	JUN 2020
52.215-23	Limitation on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.223-6	Drug-Free Workplace	(MAY 2001)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certification	(JUN 2020)
52.232-1	Payments	(APR 1984)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)

52.233-2	Service of Protest	(SEPT 2006)
52.237-3	Continuity of Services	(JAN 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(AUG 2019)
52.245-1	Government Property	(JAN 2017)
52.246-25	Limitation of Liability-Services	(FEB 1997)
52.252-6	Authorized Deviations in Clauses	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

FAR Clauses in Full Text:

FAR 52.244-2 Subcontracts (JUN 2020).

(a) Definitions. As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to

quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

FAR 52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.2 Department of Health and Human Services Acquisition Regulation (HHSAR) Contract Clauses

Clause No.	Title	Date
HHSAR 352.203-70	Anti-Lobbying	(DEC 2015)
HHSAR 352.208-70	Printing and Duplication	(DEC 2015)
HHSAR 352.211-1	Public Accommodations and Commercial Facilities	(DEC 2015)
HHSAR 352.211-3	Paperwork Reduction Act	(DEC 2015)
HHSAR 352.219-70	Mentor Protégé Program	(DEC 2015)
HHSAR 352.219-71	Mentor Protégé Program Reporting	(JAN 2010)
HHSAR 352.224-70	Privacy Act	(DEC 2015)
HHSAR 352.227-70	Publications and Publicity	(DEC 2015)
HHSAR 352.231-70	Salary Rate Limitation	(DEC 2015)
HHSAR 352.233-71	Litigation and Claims	(DEC 2015)
HHSAR 352.239-74	Electronic and Information Technology Accessibility	(DEC 2015)

HHSAR Clauses in Full Text:

352.224-71 Confidential Information (DEC 2015)

- (a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.
- (b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.
- (c) Confidential Information or records shall not be disclosed by the Contractor until:
- (1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.
 - (2) For information provided by or on behalf of the government,
 - (i) The publication or dissemination of the following types of information are restricted under this contract: personally identifiable information about patients and donors.
 - (ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: maintain patient and donor confidentiality and safety.
 - (iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.
- (d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

SECTION J – LIST OF ATTACHMENTS

J.1 Solicitation Attachments

Attachment Letter	Title
A	Performance Work Statement
B	CPARs Information Sheet
C	Billing Instructions
D	Non-Disclosure Agreement

Performance Work Statement (PWS)
**COVID-19 Claims Reimbursement to Health Care Providers and Facilities For Testing,
Treatment and Vaccine Administration for the Uninsured**
Dated: April 16, 2021

I. Background

In December 2019, a novel (new) coronavirus known as SARS-CoV-2-) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of U.S. Department of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories.

On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States. On March 13, 2020, President Donald J. Trump announced and proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency. On January 7, 2021, the Secretary of Health and Human Services renewed the determination that a public health emergency still exists.

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) (P.L. 116 - 127) became law. The FFCRA responds to the coronavirus outbreak by providing paid sick leave and free coronavirus testing, expanding food assistance and unemployment benefits, and requiring employers to provide additional protections for health care workers, including \$1 billion dollars to be used for testing for the uninsured. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116 – 136) became law and amended the FFCRA, specifying coverage of diagnostic COVID testing and treatment.

On April 24, 2020, the Paycheck Protection Program and Health Care Enhancement Act (PPPHCEA) was signed into law. This provides additional funding for COVID-19 testing and related expenses and specifies that up to \$1 billion dollars may be used to cover costs of testing for the uninsured.

In summary, “the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured” Program is authorized and appropriated by the following:

- Families First Coronavirus Response Act or FFCRA (P.L. 116-127) and the Paycheck Protection Program and Health Care Enhancement Act or PPPHCEA (P.L. 116-139), which each appropriated \$1 billion to reimburse providers for conducting COVID-19

testing for the uninsured; and the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which provided \$100 billion in relief funds, including to hospitals and other health care providers on the front lines of the COVID-19 response, the PPPHCEA, which appropriated an additional \$75 billion in relief funds, and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, which appropriated an additional \$3 billion (Provider Relief Fund). Within the Provider Relief Fund, a portion of the funding will be used to support healthcare-related expenses attributable to the COVID-19 testing of the uninsured, treatment of uninsured individuals with COVID-19, and COVID-19 vaccine administration to the uninsured.

As part of the PPPHCEA, CARES Act, and CRRSA Act, HHS, HRSA will award a contract to a vendor to provide end-to-end claims reimbursement directly to eligible health care providers, generally at Medicare rates, for testing uninsured individuals for COVID-19, for treating uninsured individuals with a COVID-19 diagnosis, and administering FDA-licensed or authorized COVID-19 vaccines to uninsured individuals. Applicants will agree to accept reimbursement from the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured as payment in full and not subsequently balance bill patients. Applicants will attest/certify to eligibility, allowable costs, and availability of records. HRSA will reimburse claims under the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured until all funds are expended.

Funding for claims reimbursement to health care providers will be limited to approximately \$10 Billion. The original FFCRA and PPPHCEA appropriations for testing related claims have been disbursed.

II. Purpose / General Description

The purpose of this contract is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

A. The general scope of the contract includes:

1. Project Management
2. Provider Education and Outreach
 - a. Microsite
3. Eligibility and Provider Reimbursement Terms and Conditions Attestations
 - a. Provider Portal
 - b. Patient Eligibility Verification
4. Electronic Claims Intake

- a. Electronic Data Interchange
5. Claim Adjudication
 - a. General Claims Processing
 - b. Back-End Processing
 - c. Remittance Advice
6. Financial Management and Claims Reimbursements
 - a. Reimbursement System
 - b. Approved Bank Account
 - c. Financial Management and Reporting
 - d. Payment Returns and Recovery
 - e. Remittance Support
7. Provider Call Support
 - a. Call Center
8. IT Services
 - a. Software Quality Control and Systems Development Management Plan
 - b. Secure Data Transfer
9. Support for Program Operations
 - a. Compliance
 - b. Research, and Data Support
 - c. Records Management
 - d. Training
10. Security Requirements

B. Assumptions:

1. The contract shall have the following technical assumptions when developing the Claims Processing Services for COVID-19 Testing and Treatment and Vaccine Administration related services for the Uninsured Patients.
 - This is a National contract for providers to submit and receive payment on COVID-19 visits (Evaluation/Management codes-ICD-10 codes), lab tests for the virus, and vaccine administration for the uninsured patients. Contractor will validate providers.
 - Systems leveraged for this program are hosted by the contractor.
 - The payment for the in vitro diagnostic product as well as lab processing cost related to the provision of any FDA approved coronavirus testing will be covered and paid at generally Medicare National Rates with no adjustments based on locality. Exceptions may occur when Medicare does not publish a national rate and the contractor will utilize regional rates set by Medicare Administrative Contractors. Healthcare

Common Procedure Coding System (HCPCS) shall be used to determine fee for covered services.

- The payment for testing costs related to COVID-19 will be covered, regardless of the result, and generally paid at Medicare National Rates using the following CMS codes:
 - Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
 - For antibody testing and testing-related services to be eligible for reimbursement, claims submitted for testing-related visits rendered in an office, urgent care or emergency room or via telehealth setting must include one of the following procedure codes:
 - 86318 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip).
 - 86328 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip); severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
 - 86769 – Antibody; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
2. Testing Codes Independent Labs. For testing to be eligible for reimbursement billed by an independent lab, claims submitted must include one of the following diagnosis codes:
- Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
3. In addition, single line item claims for the following procedure codes with any diagnosis will also be eligible for reimbursement:
- COVID-19 tests: U0001, U0002, U0003, U0004, 87635, 87426.

- Antibody tests: 86318, 86328, 86769.
 - Specimen collection: G2023, G2024.
4. For services related to treatment to be eligible for reimbursement, claims submitted must meet the following criteria:
- The COVID-19 diagnosis code must be the primary diagnosis code submitted. The only exception is for pregnancy (O98.5-), when the COVID-19 code may be listed as secondary.
 - COVID-19 diagnosis code for dates of service or dates of discharge prior to April 1, 2020 (see recent guidance (<https://www.cms.gov/files/document/MM11764.pdf>) for additional information):
 - B97.29 – Other coronavirus as the cause of diseases classified elsewhere COVID-19 diagnosis codes.
 - COVID-19 diagnosis code for dates of service or dates of discharge on or after April 1, 2020:
 - U07.1 – 2019-nCoV acute respiratory disease.
 - Additional codes may be added for reimbursement after discussion and approval by HRSA policy team. Contractor will not be validating that an order for or administration of an in vitro diagnostic product was made in order to process the claim for the health care provider office visit, urgent care center visit, or emergency room visit.
 - For Office visits (in-person and telehealth), emergency room, urgent care visits, payments will be made to providers based on the Medicare Physician Fee Schedule National Medicare amount for Evaluation and Management Healthcare Common Procedure Coding System (HCPCS) codes, with no adjustments based on locality.
5. Vaccine administration fees will be priced based on Medicare rates, including if Medicare raises the rate. Current reimbursement rates are outlined below:
- Administration of a single-dose COVID-19 vaccine (0031A) - \$28.39.
 - Administration of the first dose of a COVID-19 vaccine requiring a series of two or more doses (0001A, 0011A, 0021A) - \$16.94.
 - Administration of the final dose of a COVID-19 vaccine requiring a series of two or more doses (0002A, 0012A, 0022A) - \$28.39.
 - There may be no numeric patient identifier submitted therefore, insurance status (uninsured) will not be validated or verified. But provider attestation will be required.
 - An overpayment recovery process that will begin 1 year after the contract begins.
 - Utilization thresholds shall be discussed with HRSA to identify potential outliers for the number of services per provider per day through a post-payment analytics.

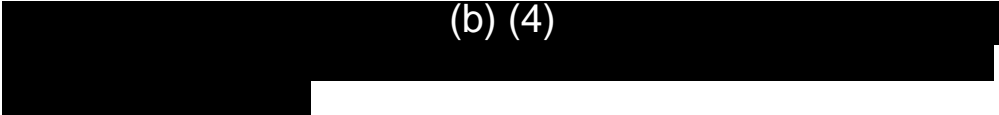
- Patient Verification Assumptions for Claims.
- Required fields for electronic data interchange (EDI) and Paper claims (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Required fields for electronic data interchange (EDI) and Paper claims (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Health care provider attestation.
 - Name (First & Last).
 - Date of Birth.
 - Gender.
 - Patient Account Number.
 - Date of Service.
 - The providers shall also provide in the claims submission.
 - Last 4 digits of the patient's SSN if the provider has it.
 - Middle Initial/Name.
 - Address.
 - Patient date of birth.
 - Provider Verification Assumptions Contact center will ask for the following to validate providers who call into the call center.
 - Name (First & Last).
 - NPI.
 - TIN.
- Contractor shall not make payments directly to patients.
- Contractor shall perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance before payment.
- Contractor shall not be handling any special claims processing (e.g. adjustments, reconsiderations).
- Handwritten claims will not be accepted for processing.
- EDI files will only receive an Electronic Data Interchange 999 acknowledgement transaction, the Electronic Data Interchange 277CA (claims acknowledgment) shall be generated (Not required by HIPAA).
- One contract ID code will be used for uninsured COVID-19 claims.

- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- Leverage clearinghouses that contract may have existing relationships with to accept electronic data interchange claims, rather than requiring each individual provider to enroll in electronic data interchange directly with contractor.
- Contractor will use contractor bank as the banking entity.

6. Claims Processing

- The microsite is the source of truth for all detail and guidance related to the testing, treatment, and vaccine administration for the Uninsured Program, including applicable coding and fee schedules for claims processing.
- If the contractor denies the claims after pre-processing, the provider should not resubmit the claim because all claim decisions are final; however, corrected claim submissions are not rejected from processing.
- A claim may be adjusted if it is determined that the claim was originally processed incorrectly, or Medicare has issued a retro-active change.
- Perform prepayment verification of patients' insurance status when a valid social security number is provided, to determine their eligibility by checking if the patient has healthcare coverage during the date(s) of service. The contractor will not issue a temporary member ID if valid health insurance coverage is found for the patient during the date(s) of service. The contractor completes an eligibility verification check of patient(s) to identify changes in eligibility that occurred after the request for payment was processed.

7. Payment Integrity

-  (b) (4)
- The contractor shall initiate discovery and requirements gathering, post-award, to conduct a feasibility assessment, develop a solution and propose a schedule and a price to implement and operationalize fraud detection for claims processing.
- To support patient verification using deceased patient information at the time of service, the contractor will be provided a file containing the deceased patients, including agreed upon identifiers, and corresponding date of death at a to be determined cadence. This file will be utilized to compare the date of service (DOS) and the date of death (DOD) upon receipt of patient roster upload via the portal and during the retrospective eligibility check process.
- If the requirement to have a valid social security number to determine patient

eligibility the contractor would incorporate that requirement into its existing processes. The contractor would conduct requirement gathering meetings with HRSA and develop a project plan with a timeline to implement the process.

8. Provider Communications

- Updates or content posted on the contractor-maintained education portal may also need to be published to the government website. Those changes, such as FAQs, on the government site are the responsibility of government marketing and communications team.
- Deployment of any social media content developed by the contractor, in collaboration with government will be executed by the government marketing and communications team.
- The contractor will leverage existing capabilities of the currently developed educational and testimonial videos when developing any new videos per the government's request. The contractor will work with the COR to assess feasibility, schedule, cost and impact if new capabilities are required for developing videos that COR requests.

9. Reporting:

- All reports and data-files will be delivered through (b) (4), secured-email or via Secure File Transfer Protocol (SFTP).
- No significant changes will be made to the layout, format, or cadence of the daily and weekly reports.
- Support for up to one (1) ad hoc report each month for the period of performance (POP).
- The contractor will work with the COR on developing and scheduling the change to add race/ethnicity to the weekly data files. This information is not currently being collected for uninsured patients, the updated weekly data files will include this information only for new patients after this change is implemented.

10. Audit Requests:

- Support for up to four (4) audit/data requests per month in the Base Period and up to three (3) audit/data requests per month in Option Period One and Two, each requesting data for up to ten (10) providers.
- COR and OIG will utilize the reports delivered to first to obtain the necessary information before submitting an audit/data request to the contractor.
- Turn-around time to fulfill each audit/data request can be up to three (3) weeks.
- Support up to one (1) Office of Management and Budget (OMB) A-123 audit per year.
- Contractor will support up to one data-pull, development of one report and attend one meeting for up to two (2) hours for each TIN investigation. If more than one data-pull, report or meeting is required for the same TIN investigation, subsequent requests will be counted as additional TIN investigations towards the total number of TIN

investigations conducted by the contractor during each contract period.

- The Contractor will support OIG interview requests by participating in one (1) meeting up to two (2) hours. If more than one meeting is required for the same OIG request. Additional number of units may be exercised as needed. Subsequent research and data requests resulting from the OIG interview will count towards the total number of TIN investigations conducted by the contractor during each contract period.

11. 1099 Processing

- Contractor will not support Puerto Rico reporting (Form 4806-SP/Form 1042-S).
- If a provider has previously established an account with the contractor and elected to receive electronic copies only, they will not receive a mailed copy.

III. Tasks

Task 1 – Records Management

The contractor shall:

Manage and maintain Federal records, including electronic records, ensuing from this contract in accordance with all applicable records management laws and regulations, including but not limited to:

- The Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33); 36 CFR,
- 1236.20 “What are appropriate recordkeeping systems for electronic records?”, and
- 1236.22 “What are the additional requirements for managing electronic mail records?”

(<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=36:3.0.10.2.25>);

- NARA Bulletin 2013-02, August 29, 2013, “Guidance on a New Approach to Managing Email Records”

(<https://www.archives.gov/records-mgmt/bulletins/2013/2013-02.html>); and

- NARA Bulletin 2010-05 September 08, 2010, “Guidance on Managing Records in Cloud Computing Environments”

(<http://www.archives.gov/records-mgmt/bulletins/2010/2010-05.html>).

Managing the records includes, maintaining records to retain functionality and integrity throughout the records’ full lifecycle including: (1) maintenance of links between records and metadata, and (2) categorization of records to manage retention and disposal, either through

transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Task 2 – Records Management Training

The contractor (and/or subcontractor) shall ensure that all employees having access to (1) Federal information or a Federal information system, or (2) personally identifiable information (PII), complete the HHS Records Management Training before performing work under this contract, and thereafter completing the annual refresher course during the life of the contract. The training is located at https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html. At the end of the Records Management training, the "Congratulations" slide is considered your certificate of completion. Please send the completion certificates to the Contracting Officer Representative (COR) of the contract. The listing of completed training shall be included in the first progress report. Any revisions to this listing as a result of staffing changes shall be submitted with next required progress report.

Task 3 – Contract Administration

This task details the contractor's responsibilities for managing the overall contract performance, personnel, project planning, and project scheduling.

Task 3.1 – Program and Project Management

The contractor shall:

- Be responsible for efficient and effective Uninsured Program and Project Management.
- Establish and maintain program and project objectives and priorities consistent with overall program guidance and direction provided by HRSA. Responsibility for overall direction and administrative support for execution of HRSA program guidance for program project work will fall under the direction of the contractor's Project Manager. Submit Program/Project Management Plan to COR.
- Establish and maintain the process for the claims reimbursement workflow with an end-to-end process.
- Meet Reporting and analytics requirements for claims processing.
- Program Management activities include:
 - Management of personnel.
 - Establishment of processes and procedures for effective operations and contract management.
 - Management of subcontractors as appropriate.
 - Establishment of effective communications and reporting procedures with HRSA.

- Financial management of the contract.
- Provision of full systems life cycle project management support for new and existing system functionality.
- Overall scheduling and resource management to minimize the risk of scheduling conflicts.
- Management of system testing.
- Risk management; document control.
- Other project management tasks necessary to successfully meet or exceed the requirements of this contract.

Task 3.2 – Single Point of Contact

The Contractor shall:

- Provide a single point of contact for the management of all aspects of this contract to the Contracting Officer Representative (COR). The point of contact shall be responsible for ensuring that the services and deliverables required by HHS/HRSA are provided in accordance with the contract.

Task 3.3 – Kickoff Meeting

The Contractor shall:

- Meet with the COR and other HHS/HRSA representatives within ten (10) business days of the effective date of the contract (EDOC) to discuss all current activities and the scope of work. One (1) day prior to the kickoff meeting, the contractor shall provide an agenda for the meeting. At the kickoff meeting, the contractor shall discuss project timeline, review scope and assumptions, projects guiding principles, contact information of key personnel, and proposed communication schedule/plan.
- Submit detailed minutes of the meeting to the COR within one (1) week.
- The objectives of the kickoff meeting are to:
 1. Initiate the communication process between HHS/HRSA and the contractor.
 2. Review scope and assumptions as outlined in the proposal to ensure alignment on the work, deliverables, and outcomes and ensure the contractor understands the expectations of key stakeholders regarding the scope of work and the effort.
 3. Review communication approach and ground rules.

Task 3.4 – Update Meetings

The Contractor shall:

- Chair semi-weekly conference calls with the COR and HHS/HRSA representatives, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda

with action items and any corrections within 24 hours of the meeting.

- Provide project updates at these semi-weekly conference call meetings, and as requested by the COR. Up to four Ad hoc meetings will be scheduled per month as necessary. This is a total of twelve (12) meetings per month.
- Attend biweekly conference calls with the COR to discuss contract management and operations, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda with action items and any corrections within 24 hours of the meeting.

Task 3.5 – Reports

This section identifies the reports the contractor shall provide to meet the performance requirements. The report formats will be agreed upon between the contractor and the COR.

Task 3.5.1 – Monthly Status Reports

The Contractor shall:

- Provide the COR, PPM and other stakeholders a Monthly Status Report for each monthly reporting period, due on or before the 17th of each month. This report shall contain, as applicable, the following sections:
 - Project description.
 - Activities planned for the upcoming reporting period.
 - Activities performed during the prior reporting period.
 - Progress on deliverables as stated in the Project Management Plan.
 - Project issues and risks that may impact schedule, budget, and/or quality.
 - Provide financial management and reporting, including cost management.
 - Funding status.
 - Performance Metrics.
 - Number of claims reimbursed.
 - The number of attestations and claims reimbursements completed. This list must include information on Provider types and the geographic distribution.
 - The breakdown of testing versus treatment reimbursements.

The contractor will work with the COR on developing and scheduling the addition of the following information to the monthly report:

- The number of attestations and claims reimbursements completed. This list will include information on Provider types and the geographic distribution.

Task 3.5.2 – Weekly Reports

The Contractor shall:

- Provide a weekly report to the COR due on each Wednesday by 6:00 PM (Eastern Time). The Weekly Status Report shall be cumulative and contain key data, such as customer service summary statistics, and reimbursement and return details. The COR may request changes in the data on the weekly report.

Identified Weekly Report Titles:

- Frequency and dollar amount of Testing, Treatment, and Vaccine Administration Found on Claims-Weekly File rolling up Treatment, Testing, and Vaccine Administration by Codes found on Claims.
- Member Rollup-Provider, Member, Treatment, Testing, and Vaccine Administration totals by week.
- Provider Demographic Data-Weekly file for providers, by specialty type) who have submitted claims that week showing their demographics as defined by HRSA.
- Public File Report-Cumulative Report showing all data for Billing Provider at Treatment and Testing Total.
- White House Report-Cumulative Provider, Member, Treatment, Testing, Vaccine Administration and claim roll- up, to ensure the performance of the Uninsured Program.
- Report on types of visits (for example, hospital, inpatient, etc.) broken down by treatment and testing.
- Report on Coverage types. This shall include carriers and be cumulative.
- A Histogram depicting the number of claims submitted. This shall be cumulative.
- Report on uninsured patient demographics, including age, race/ethnicity, gender, and state of residence.

Task 3.5.3 – Daily Reports

The Contractor shall:

- Provide daily status reports to the COR and Uninsured on claims reimbursement as determined by the COR and outlined in the schedule of deliverables.

Identified Daily Reports:

- Daily Executive Email. This shall provide cumulative daily metrics showing:
 - 1) The status and health of the program.
 - 2) Projected and actual reimbursements for testing, treating, and vaccinating the uninsured.
 - 3) The number of claims rejected.
 - 4) The number and dollar amount of payment errors.
 - 5) Payment returns.
 - 6) Possible testing, treatment, and vaccine administration requests in the pipeline (10-14 days out).
 - 7) Number of distinct members (patients) served.

- 8) Number of distinct providers with claims.
 - 9) Number of validated TINS.
 - 10) Number of completed ACH enrollments.
 - 11) Number of submissions without member IDs.
 - 12) Number of members with existing coverage.
 - 13) Heat maps showing providers paid by city, state, and zip code.
 - 14) Heat maps showing claims reimbursed by Provider state.
 - 15) Heat map showing uninsured patients for whom claims were submitted.
 - 16) Heat maps showing uninsured patients' submitted/state population.
- Daily Financial Report. This shall provide a daily payment reconciliation report to the COR and the Chief, Budget Execution and Management Branch that includes cumulative reimbursements to providers for “testing” “treatment” and “vaccine administration” to facilitate the ability of HHS/HRSA to maintain financial control and stay within funding limitations for this program.

Task 3.5.4 – Ad hoc Reports

The Contractor shall:

- Provide twelve ad hoc reports as requested by the COR per year, to ensure the performance of the Uninsured Program.

Task 3.5.5 – Final Reports

The Contractor shall:

- Submit a final report to the COR 30 days prior to the end of the period of performance memorializing the contractor's scope, role, duties, key challenges, risks, decisions, and solutions, and timeline of events. The timeline of events shall be written as a narrative. This report may be a compendium of other deliverables. Submit a final claims reimbursement reconciliation report to the COR.

Task 3.6 – Risk Management

The Contractor shall:

- Create, maintain and submit to the COR a Risk Management Plan by identifying, documenting, analyzing, and prioritizing risks associated with the Uninsured Program. Manage and develop strategies to handle identified risks, and monitor the health of the program throughout its life cycle.

Task 3.7 – Communication and Correspondence

The Contractor shall:

- Include the COR on all correspondence with the Government.
- Send all reports and deliverables to the COR and/or CO and designee.
- Include the COR in all teleconferences/meetings with the Government.
- Send any and all requests for changes, such as modifications to the COR and/or CO.

Task 3.8 – Documents

The Contractor shall:

- Develop and submit the following project management documents to the COR:
 - Visual business workflows for the overall process.
 - Claims reimbursement methodology.
 - Provider support (call center) plan.
 - Systems security and privacy artifacts.

Task 3.9 – Performance and Quality Metrics

The Contractor shall:

Develop and implement contractor performance and quality metrics in the QASP. The COR will evaluate the contractor using these metrics on a weekly basis. HHS/HRSA will require frequent updates on total claims reimbursements to ensure that the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured stays within statutory funding limits.

Task 4 – Provider and Consumer Outreach and Education (POE)

Task 4.1 – Provider Outreach and Education

The Contractor shall:

- Conduct webinars for Outreach and Education up to:
 - Base year: 2 webinars
 - Option year 1: 2 webinars
 - Option year 2: 1 webinar
- Develop testimonial videos up to:
 - Base year: 3 videos
 - Option year 1: 2 videos
 - Option year 2: 1 video
- Support email communications up to
 - Base year: 3.9 million
 - Option year 1: 636,000
 - Option year 2: 363,000

- Deliver education to groups or individuals through the most appropriate media channel such as website materials, emails, teleconferences, etc. All communications materials shall be reviewed and approved by the COR and the HRSA Office of Communications (OC). Materials shall display HHS and HRSA branding. Contractor logo may not be included on these materials.
- Leverage HRSA's existing social media channels: Facebook, Instagram, LinkedIn and Twitter. Videos developed by the contractor shall be provided to HRSA to be placed on existing channels. The contractor shall coordinate with COR and OC on information and education that may need to be disseminated nationally through channels other than the contractor's website. Support up to:
 - Base year: Three testimonial videos
 - Option year 1: Two testimonial videos
 - Option year 2: One testimonial videos
- Teleconference or webinars shall be made available on the contractor's website, or conducted using the contractor's available technology or in collaboration with HRSA Office of Information Technology. Source files for video and graphic shall be provided to HRSA at the end of the contract. Support up to:
 - Base year: Two webinars
 - Option year 1: Two webinars
 - Option year 2: One webinar

Update content on the educational microsite once per week to stay current with changes and updates to the program, including FAQs updates based on feedback being provided by the participants in the program.

- Contractor will ensure HRSA and HHS logos/branding are prominent on all materials developed under the contract. Contractor shall not use its own branding.
- Coordinate with staff within the contractor's other business areas (Electronic Data Interchange and the contact center) to promote internal communication and development of provider education needs, including preventing common billing errors.
- Partner with HRSA on how to respond to inquiries received outside of the contact center.

Task 4.2 – Microsite

The Contractor shall:

- Provide input into the development of a landing page on its website to communicate overall program, FAQ's and provide key links for Health Care Providers to input data necessary for reimbursement of eligible COVID-19 testing, treatment, and vaccine administration claims.

- Develop content to support a provider educational website. The primary audience of the website will be the provider community serving the uninsured across the country.
- Provide up-to-date information on provider billing for COVID-19 related claims for the uninsured and include links to the CDC and other responsible sources for public health updates on this website. Site content shall follow Federal plain language guidelines at <https://plainlanguage.gov/guidelines/>.

Task 4.3 – Stakeholder Communications

The Contractor shall:

- Coordinate external communications related to the work contained in this PWS with Federal stakeholders and professional associations, which includes targeted email messages, promotional toolkits, fact sheets, and videos/graphics, etc.
- Create social media plans and content to address eligible provider concerns in coordination with HRSA and subject to HHS approval.
- Develop and maintain social media outreach plan with accompanying graphic images and messages to help inform eligible providers about the program in coordination with the COR and communications branch and subject to HRSA OC and HHS ASPA approval.

Task 4.3.1 – Respond to Data Requests from Within Federal Government

The Contractor shall:

- Provide data reports (through the designated POC and the COR) to components within Federal Government.
 - Respond to TIN investigation requests:
 - Base year: up to 140 individual TIN investigations
 - Option year 1: up to 120 individual TIN investigations
 - Option year 2: up to 120 individual TIN investigations
 - Respond to A-123 audits.
 - Base year: up to 1 A-123 audit
 - Option year 1: up to 1 A-123 audit
 - Option year 2: up to 1 A-123 audit
 - Respond to OIG interview requests.
 - Base year: 25 interviews
 - Option year 1: 25 interviews
 - Option year 2: 25 interviews
 - Data requests shall be fulfilled within 3 business days of request from the COR. Where circumstances make meeting that deadline unfeasible, notify COR within 2

- business days with the reason(s) for the delay and request new data submission date.
- Urgent data reports shall be fulfilled within 1 business days of request.
 - Written extension is requested and approved by the designated POC and the COR.
 - Some requests may involve data that may be withheld under the terms of the Privacy Act of 1974, as amended (5 U.S.C. ' 552a), the Trade Secrets Act (18 U.S.C. ' 1905), the Freedom of Information Act (FOIA) (5 U.S.C. ' 552), or other applicable laws. For example, any personally-identified or personally identifiable data maintained in the OPTN/SRTR/HRSA Data System of Records, HHS/HRSA/HSB/DoT, No. 09-15-0055, including data maintained electronically, must be disclosed consistent with the Privacy Act and the Systems Routine Uses, outlined in the applicable System of Records Notice (73 Fed. Reg. 19519, as amended).
- Notify through the designated POC and the COR within 3 days of the request if: (1) the data are not collected and/or available; (2) release of the data violates the Privacy Act or applicable laws; (3) the use of the data is not sufficiently valuable to warrant a large scale expenditure of time and effort; or (4) the data and information are otherwise exempted from disclosure under the FOIA, when applicable.
 - Data requests from within the Federal government shall be given the highest priority of all data requests.
 - Track the number of routine and complex data requests from inside the Government and report this information in the quarterly progress report.

Task 5 – Eligibility and Provider Reimbursement Terms and Conditions Attestations

Task 5.1 – Provider Portal

The Contractor shall:

- Per HRSA guidance and direction, develop, implement and maintain a portal based on program requirements to allow healthcare providers to confirm and/or submit data required for ACH transactions, attest to the terms and conditions of the Uninsured Program and submit provider and patient rosters for validation to program guidelines.
- Configure the portal so that it can be closed, once funding thresholds are met.
- Retain all data and provide reports with specific factors as determined by the COR including cross referencing providers attestations and submissions with claims reimbursement data. Perform retrospective review of claims reimbursements to ensure that Providers' attestations were compliant with their patients' defined uninsured status.
- Maintain the integrity of the original provider records.
- Establish and maintain the process for providers not currently enrolled with contractor to register on the contractor's program portal.

- Establish and maintain process for providers to set up a bank account with contractor's designated bank for electronic reimbursement of claims submissions. Maintain a list of the providers that have been required to register with such bank.

Task 5.2 – Patient Eligibility Verification

The Contractor shall:

- Review Provider Attestation Documents to determine whether the provider submitted the required information. NOTE: The parties agree that the provider and not the contractor is responsible for the accuracy of the information provided.
- Perform prepayment verifications of patients' insurance status.
- For individual(s) (patient(s)) where eligibility is determined, issue temporary member IDs for the use of claims submissions and processing.
- Establish and manage a process for reconsideration of eligibility for providers who have received a denial of eligibility based on insurance coverage found for submitted individual(s) (patient(s)).

Task 6 – Electronic Claims Intake and Data Interchange

The Contractor shall:

- Set up an electronic system for eligible providers to submit COVID-19 837 claims for testing and treating uninsured individuals.
- Implement a system of edits at the EDI gateway or where applicable to identify claims not meeting program eligibility or reimbursement guidelines resulting in rejection of non-compliant claims.
- Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim
- Be able to mask the data extract file to avoid PII intake.
- Establish a reimbursement management system.
- Establish and control reimbursement requests, chain of custody, and money transfer workflow.
- Implement controls to ensure reimbursement transfer accuracy.

- Recommend and establish processes to ensure reimbursement integrity and improve efficiencies.
- Provide a reimbursement system that manages all financial transactions, such as:
 - Interface with the bank.
 - Accept wire transfers.
 - Return any returned funds to HHS on a weekly basis.
- Disburse claims reimbursements daily, Monday through Friday, with the exception of any Federal Reserve Bank holidays.

Task 7 – Claim Processing

The Contractor shall:

- Process claims billed
 - Base year: Up to 42,862,928
 - Option year 1: Up to 7,000,000
 - Option year 2: Up to 4,000,000
- Auto-adjudication rate of claims
 - Base year: 98%
 - Option year 1: 98%
 - Option year 2: 98%

Task 7.1 – Claim Adjudication

The Contractor shall:

- Send provider (including billing agents or clearing houses, acting on behalf of the provider) claims to a collection point that houses preprocessing functionality before entry into the adjudication systems.
- Accept claims that meet eligibility requirements (are for covered services, during established dates of service submitted by eligible provider(s) contain patients that have been submitted via the attestation process and are not reimbursable by other insurance).
- Perform a coordination of benefits for individuals with limited or supplemental Medicaid coverage.
- Perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance
- Provide HRSA with adjudicated claims upon request.

Task 7.2 – General Claims Processing

The Contractor shall:

- Establish and maintain written process that will be shared with the COR that outlines the contractors claims verification process to ensure that claims are accurate and meet all eligibility requirements as indicated in HHS policies and regulations. To include verification of the following:
 - Appropriate Diagnosis/Code (a COVID-19 diagnosis).
 - Provider Eligibility.
 - Verify the Providers status using the following lists (and other identified sources):
 - Office of Inspector General's List of Excluded Individuals/Entities (LEIE).
 - CMS Medicare Revocation List.
 - CMS Medicaid Termination List.
 - CMS Compliance Holds.
 - Notify the COR and appropriate HRSA Team in writing immediately, in the event that a provider that is on either of the above lists has been reimbursed.
 - Submit monthly report to COR that includes providers with claims held due to OIG concerns.
 - Establish and maintain a written retroactive claim verification process that will be used to validate the above information.
 - Patient Eligibility.
 - Verification of Patients Insurance Status.

See price schedule under Section B.2 for payment quantities.

Task 7.3 – Back-End Processing

The Contractor shall:

- Perform a back-end processing to close out and verify claims payments. Reconfirmation of each claim's eligibility after 30-days, 60-days, and 90-day to review for improper payments.
- Provide a report to HRSA every two weeks identifying overpayments or improper payments.
- For claim overpayments the contractor shall off set future claims to correct the overpayments.

Task 7.4 – Remittance Advice

The Contractor shall:

- Generate timely and accurate payment and delivery of Electronic Remittance Advices (ERAs) and make ERAs available to providers.

Task 8 – Financial Management and Claims Reimbursements

The Contractor shall:

- Process claims paid
 - Base year: Up to 29,488,437
 - Option year 1: Up to 3,000,000
 - Option year 1: Up to 1,000,000

Task 8.1 – Claims Reimbursement

The Contractor shall:

- Distribute claim reimbursements to eligible providers based on verified and adjudicated testing and treatment claims submitted through contractor’s EDI gateway.
 - The reimbursements shall be based on required diagnoses, coding, dates of service, provider and patient information, providers are required to enable an ACH Account as part of the Uninsured project to facilitate payment.
 - The contractor’s Bank shall use this information to make ACH payments to providers who have performed COVID-19 testing, treatment, or vaccine administration on behalf of uninsured patients.
- Use the approved Wire Transfer Instructions and execute the Wire Transfer Instructions using an FDIC-protected Bank Account (“Bank Account”) as described in the Tripartite Agreement among the parties.
- Validate that the funds have been received in the contractor’s bank account.
- Maintain a record of the claims reimbursed to eligible providers, broken down by testing, treatment, and vaccine administration and submit this “FedFile” on a daily basis to the HRSA finance team as coordinated by the COR.

Task 8.2 – Reimbursement System

The Contractor shall:

- Establish and maintain a reimbursement system that shall distribute reimbursements to

Healthcare Providers serving the uninsured using its existing systems.

- Send a funding request to the COR and the HRSA Office of Budget and Finance for approval and funds certification daily. The funding requests shall be for the total funds required for claims reimbursement payments pending distribution to providers.
- After receiving confirmation from HRSA's Administrator, HRSA Office of Budget and Finance will review and approve the funding request. HRSA Office of Budget and Finance will process the funding request through UFMS to the Treasury.
- The Treasury will deposit the funds into the bank account per the payment date on the HHS calendar.
- Funding requests shall include the gross payment total for the program, the contractor EIN associated with the program bank account, the contractor's legal business name, and the date of the request.
- Identify the reimbursements as "testing", "treatment", or "vaccine administration" within 24 hours of the request so that those specific funds, CANs, and appropriations will be tracked and expended.
- After reimbursements are sent via electronic funds transfer to Healthcare Providers, process any rejections, failed transactions and payment errors arising from the reimbursements and provide this data to the COR within 72 hours, or as soon as possible given the nature of the rejection.
- As determined by the COR or designee, the contractor's Provider Services team shall contact providers to obtain corrected ACH information.

Task 8.3 –Return Payments

The Contractor shall:

- Establish and maintain a process for return of over-payment and other forms of non-acceptance or return by the Providers and submit this process to the COR.
 - Implement the agreed upon process.
- Return overpayments returned by healthcare providers to HRSA per Treasury instructions.
- Manage, maintain and report reimbursement over-payments and status of returns through weekly file submission to Uninsured Program Team and COR. Review with Uninsured Program team twice monthly.
- Maintain an auditable system of records for all claims reimbursements.

- Maintain auditable funds control and management of all deposits and transactions.
- Have quality assurance and payment integrity capabilities and use Contractor defined processes to ensure reimbursements are processed accurately and without duplication. Submit the process to the COR.
- Have reporting capability consistent with Reporting requirements of this program for claims reimbursement transactions and audits, and shall comply with all HHS/HRSA Security requirements.

Task 8.4 – Approved Bank Account

The Contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions in accordance with the Tripartite Agreement.
- Establish and Maintain bank account for the Testing and Treatment for the Uninsured Program (the “Bank Account”) with accounting and reporting to reflect the actual testing vs treatment reimbursements.
 - Return any and all interest gained on net balances in the account to HRSA via wire transfer on a monthly basis.
 - Provide account safeguards, monitoring and access controls to Unrelated Testing and Treatment related financial transactions.
- Use the Bank Account to process and make claims payments.
- Submit a monthly utilization report to the COR to validate the total monthly utilization for the account.
- Coordinate with contractor affiliates to maintain a lockbox to receive payments from providers, if needed.
- Complete, sign, and send a form to HRSA’s Office of Budget and Finance (OBF) and HHS’s Program Support Center (PSC) to establish and maintain a vendor account (also known as supplier site) in the UFMS system that identifies contractor’s bank account. Treasury shall deposit funds into the bank account during each payment cycle.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance. Non-zero balances may be necessary for managing obligated funds to cover electronic funds payments in process.
- Return surplus funds received from providers to HHS on a daily basis or otherwise

determined by the COR. Returned funds shall include the principal, interest, total amount, total count and allowance.

- Submit a final claims reimbursement reconciliation report to the COR within 2 weeks of the contract close out and return any unobligated funds

Task 8.5 – Financial Management and Reporting

The Contractor shall:

- Provide documentation annually to the HRSA's Office of Provider Support (OPS)/Division of Data Analytics and Program Integrity for A-123 assessment demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.
- Have the required accounting, logical partitions, firewalls, and funds control capabilities to ensure that all Treasury deposits and financial transactions are managed, maintained, and reported separately in a bank account.
- Establish and maintain payment integrity plan that ensures internal contractor controls comply with the A-123 assessment to implement appropriate cost-effective management controls for results-oriented management; assess the adequacy of management controls; identify deficiencies; take corresponding corrective action, and report on management of those controls.

Task 8.5.1 – Financial Accounting System

The Contractor shall:

- Host the financial accounting systems responsible for processing and reimbursing claims.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of millions of claims reimbursement records.
- Secure reporting and file transfer capabilities.
- Secure interface with other HHS/HRSA internal systems and external systems such as US Treasury.
- Ensure disaster recovery capabilities.
- Operate and maintain the financial accounting system.
- Secure routine execution of claims reimbursement files.

- Secure processing and storage of payment records per HHS/HRSA records retention requirements.
- Secure reporting and file transfer capabilities.
- Secure interface with other internal systems and external systems such as US Treasury; and Disaster recovery capabilities.
 - Provide HRSA's Director, Division of Financial Policy and analysis and contract COR with a daily extract of financial data from contractor's financial accounting system.
 - Provide a scheduled banking data file(s) as necessary from the financial accounting system that provides details of all financial transactions, commitments, obligations, returns, and originated ACH, re-issued, flagged for stop payment, cashed, etc. with the fields and columns determined by HRSA financial oversight designee.
 - Provide a secure file transfer process.
 - Coordinate with and provide the approved file structure, data elements, data dictionary, etc. to the HRSA financial oversight designee.
- Reconcile the reimbursement files with the actual reimbursements made for testing and for treatment to ensure the reimbursements can be tied back to the initial funding request and the appropriate Legislation and accounting CANS.

Task 8.5.2 – Accounting System Database

The Contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine execution of payment files.
 - Secure processing and storage of millions of payment records.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HHS internal systems and external systems such as US Treasury.
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine execution of payment files.
 - Secure processing and storage of payment records per HHS records retention requirements.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other CMS internal systems and external systems such as US Treasury.
 - Disaster recovery capabilities.

- Participate in workgroup sessions facilitated by HRSA and collaborate with Integrated Resources Management System (IRMS) vendor to document the technical and business requirements for the IRMS system's connectivity with contractor accounting system.
- Provide a daily incremental extract file from the banking system to HRSA's Director, Division of Financial Policy and Analysis by 1:00 PM (ET) that provides details of all financial reimbursement transactions, including payment date, amount, TIN, customer name, testing amount, treatment amount, and total amount.
 - Establish and maintain a trusted and secure file exchange process between UHG and HRSA's IRMS.
 - Specifics of the file structure, data elements, data dictionary, etc., to be provided to COR and financial oversight designee after initial kickoff meeting with contractor.

Note: IRMS is financial data warehouse managed by HRSA to collect and store financial commitments, obligations and disbursements, and is used by Agency staff to verify the status and availability of funds, support internal controls testing, and other enterprise risk management activities.

Task 8.5.3 – Claims Reimbursement Files

The Contractor shall:

- Work with COR and HRSA project staff to establish and maintain a standardized reimbursement file format.
- Ensure each claims reimbursement file has an ACH as necessary.
- Track each claims reimbursement file distribution amount, ACH addenda record.
- Review the claims reimbursement file for quality controls.
 - Ensure each provider payment has a TIN.

Task 8.5.4 – Reimbursement Requests

The Contractor shall:

- Process ACH transactions for TINs/Providers registered in UHG/Optum Pay system or HHS wire through Optum Bank ACH, up to:
 - Base year: 636,000 ACH transactions
 - Option year 1: 64,000 ACH transactions
 - Option year 2: 21,000 ACH transactions
- Send a reimbursement request to the COR for approval and funds certification prior to the

initiation of a transfer to the contractor's Bank Account.

- The reimbursement requests shall provide the total funds requested. Funds are to initiate transfers to contractor's designated bank account for HRSA's Uninsured Program. Upon receipt, contractor's bank will release the corresponding ACH reimbursements to health care providers serving the uninsured for COVID-19 claims for testing, treatment, and vaccine administration services.
- The reimbursement request shall include, the contract number associated with the program, the contractor's legal business name, and the date of the request. Additional documentation to support the claims reimbursement may be requested by the COR

Task 8.5.5 – Patient Verification

The Contractor shall:

- Review Provider Attestation Documents.
- Perform prepayment verifications of patients' insurance status.
- Use other health information and deceased patient information at the time of service.
- Implement retrospective verification of patients' insurance status 90 days after claim payment to confirm eligibility at the time of claims submission.

Task 8.6 – Payment Returns and Recovery

The Contractor shall:

- Provide post-pay support for Payment Integrity (includes (b) (4) for up to:
 - Base year: 222,000 claims
 - Option year 1: 22,000 claims
 - Option year 2: 7,000 claims
- Develop and maintain a process to handle funds returned by providers. The contractor will receive the returned funds from the provider, reconcile the funds returned between the treatment and testing funds, and allocate funds back to the source account(s), as appropriate.
- Develop and maintain a process to identify an overpayment to a provider, offset the overpayment against a future claim by the provider of the overpayment, reconcile the recovered overpayment against the treatment and testing funding, and allocate funds back to the treatment or test funding, as appropriate.
- Provide HRSA with aggregate list of providers with over payment who stopped billing

for a period of 30-days after being identified as having received overpayments. Submit this process to the COR.

- If funds are exhausted, contractor will identify and send a report of all open overpayment inventory to the COR. HRSA will direct contractor to pursue collection of the overpayment from the eligible provider and return recovered overpayments to HRSA.
- Assist HHS/HRSA in recovering funds from identified providers via offset against future program payments or repayments.
- Develop a methodology or procedure to recover claims reimbursements, including: contacting the provider, bank returns, letter of identification, issuing demand letters, etc.
- Include an adjustment flag within the daily incremental extract file that identifies the provider, TIN, amount, etc., for all return transactions,

Task 8.7 – FPLP Withholding to Payments

The Contractor shall:

- Ensure that all payments are subjected to FPLP or non-tax debt withholding in accordance with Treasury policy and procedure.
- Construct an extract file of the reimbursement information file including legal business name and TIN.
- Send the extract file to the Treasury to match against the debt database.
- Receive a match file from to the Treasury for any payee with outstanding tax or non-tax debt.
- Offset payment to the payee in accordance with the Treasury withholding requirements and send offset file to the Treasury with the debt amounts withheld.
- Receive an acknowledgement file from the Treasury.
- Forward all FPLP withholdings to the Treasury within 10 business days.
- Ensure that the payment remittance advice is designated with the appropriate reason code for the FPLP withholding.

Task 8.8 – IRS 1099s to Payees

The Contractor shall:

- Process unique 1099s up to:
 - Base year: 225,000
 - Option year 1: 22,000
 - Option year 2: 7,000
- Prepare and send IRS 1099-MISC, in accordance with IRS regulations (<https://www.irs.gov/newsroom/frequently-asked-questions-about-taxation-of-provider-relief-payments>), no later than January 31st to all payees that received payments during the prior calendar year.
- Send the electronic 1099 file with this information to the IRS in accordance with the IRS reporting deadline.

Task 9 – Provider Call Support

Task 9.1 – Customer Service

The Contractor shall:

- Establish a Customer Service Program to respond to provider inquiries and educate providers about the Uninsured Program. The contractor's Customer Service Center serves as the primary point of contact with the providers needing Uninsured program support on a day to day basis.
- Provide customer service:
 - Provide Call Center Services from 8:00am to 8:00pm ET to respond to provider telephone inquiries.
 - Establish the infrastructure to adequately support call volume. Support up to:
 - Base year: 204,000 calls
 - Option year 1: 34,000 calls
 - Option year 2: 19,000 calls
 - Respond to provider telephone and email (for off hour inquiries) inquiries promptly, clearly, and accurately.
 - Coordinate HHS/HRSA on response plans for external correspondence.
 - Maintain a high level of provider service and satisfaction through good communication and relationships with providers.
 - Train and prepare call center staff to receive and respond to calls from health care providers regarding testing, treating, and vaccinating the uninsured.
 - Define FAQ scripts using the available information including talking points and manager talking points, Q&A, train call center staff, and develop a plan to train to interface with the Providers.
 - Monitor provider contact centers as needed to ensure satisfactory quality and performance standards are met for all PCC telephone inquiries.
 - Provide Federal Telecommunications Services (FTS) lines for toll-free access to the

customer support service.

- Meet the requirements for the Americans with Disabilities Act (ADA).
- Develop and update efficient protocols, SOPs, and training manuals for referring, tracking and monitoring user requests. Protocols, SOPs, and training manuals shall be made available to the COR anytime upon request.
- Support eligible provider inquiries related to technical issues, such as Attestation and accessing microsite/portal.
- Establish and maintain a defined internal escalation and issue tracking process with input from HRSA to review and respond to questions and to transfer escalated issue to HRSA to support resolution. Submit this defined process to the COR within 30 days of EDOC.

Task 9.2 – Email

The Contractor shall:

The Uninsured Program receives a variety of documents via email. All emails must comply with the HHS Visual Style Guide and HHS logo policy.

- Establish, operate and maintain email operations.
- Manage the inventory of all the forms and templates incoming and outgoing correspondence.
- Track and electronically store any and all information related to outgoing and returned email correspondence.

Task 10 – IT Services

Task 10.1 – Software

The Contractor shall:

- Manage contractor provided software resources and for coordinating with other program systems (e.g. JIRA, etc.) to perform the activities of the COVID-19 Uninsured Program.
- Provide resources to support operations and corrective maintenance of supporting software.
- Provide a demo and screenshots of each provider facing system after each system change to the COR.
- Provide both emergency and routine system support as needed.
- Ensure all contractor owned contractor operated (COCO) and commercial off the shelf software (COTS) software is maintained, patched, and updated to maintain the security baseline.

Task 10.2 – Software Quality Control and Systems Development Management Plan

The Contractor shall:

- Use its existing systems and processes regarding maintenance and changes to its Software and Systems including processes consistent with FDIC regulations.

Task 10.3 – Secure Data Transfer

The Contractor shall:

- Provide a secure method to send and receive sensitive data files, the point of contact for sending and receiving all sensitive files is the COR or COR designee.

Task 11 – Support for Program Operations

Task 11.1 – Compliance

The Contractor shall:

- Adhere to the contractor's code of conduct, as a guide to principles of ethics and integrity, directing acceptable and appropriate business conduct by the company's employees and contractors. The code of conduct establishes expectations of organizational culture that encourages ethical conduct and a commitment to compliance. The code of conduct also establishes the importance for all employees to understand their role in achieving compliance; all employees are accountable to understand the laws, regulations, contractual obligations, and company policies that apply to their specific area.

All contractor employees are required to report suspected or known non-compliance in accordance with company policies and procedures. Contractor employees are required to attest to the code of conduct upon hire and annually thereafter.

- Establish and maintain strategies to ensure that healthcare providers receiving reimbursements submit all required information and complete all attestation actions as required by law and policy per HRSA guidance and direction.
- Provide user and technical support services related to attestation compliance.
- Provide support to evaluate cases involving complex policy questions or business rules.
- Obtain additional information, as necessary, from appropriate providers to assist in resolving compliance, policy, and program integrity issues.

Task 11.2 – Research and Data Support

The Contractor shall:

- Maintain and improve the integrity and accuracy of the data reported to the Uninsured program. The contractor shall use a secure method to send and receive data.
- Coordinate all reporting, research, data support and data requests through the contractor single point of contact and COR.
- Assist with agreed upon specific projects related to preparation of data files, statistical analysis of research data, and other projects related to research efforts. Assist with agreed upon specific projects related to ad-hoc data requests, data integrity efforts, data extracts, and other data-related projects that support the Uninsured Program.
- Maintain a log of all reports and Ad hoc data requests. The log shall include the requestor, report purpose, request date, delivery date, and any relevant comments/notes. Provide this log electronically to the COR once per month.
- Retain records and documentation of all authorized changes to the data including the HHS/HRSA official who authorized the change, the dates and the details of the data before and after the changes were made for each payment file.
- Proactively identify data anomalies and work to help HRSA improve the reliability and integrity of the data:
 - Identify and reduce duplicate reports and improper report types (e.g., corrections vs. revisions).
 - Identify and consolidate multiple reports for the same action.

Task 12 – Baseline Security Requirements

A. Applicability. The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

1. Access (Physical or Logical) to Government Information: A contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
2. Operate a Federal System Containing Information: A contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

3. Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

Protect government information and information systems in order to ensure:

- Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - Availability, which means ensuring timely and reliable access to and use of information.
4. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location per FAR clause 52.239-1, Privacy or Security Safeguards. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.
5. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
6. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

B. Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C, at <https://csrc.nist.gov/publications/detail/sp/800-60/vol-2-rev-1/final> and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality: Low Moderate High
 Integrity: Low Moderate High
 Availability: Low Moderate High
 Overall Risk Level: Low Moderate High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

No PII Yes PII

C. Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

D. Controlled Unclassified Information (CUI). CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

1. Marked appropriately;
2. Disclosed to authorized personnel on a Need-To-Know basis;
3. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
4. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

E. Protection of Sensitive Information. For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.

F. Confidentiality and Nondisclosure of Information. Any information provided to the contractor

(and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor officer or employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and HRSA policies. Unauthorized disclosure of information will be subject to the HHS/HRSA sanction policies and/or governed by the following laws and regulations:

1. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
2. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
3. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

G. Internet Protocol Version 6 (IPv6). All acquisitions using Internet Protocol shall comply with FAR sections: FAR 7.105(b) (5), FAR 11.002(g), and FAR 12.202(e).

H. Government Websites. All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

I. Contract Documentation. The Contractor shall use HRSA-provided templates, policies, forms and other documents to comply with contract deliverables as appropriate.

J. Standard for Encryption. The Contractor (and/or any subcontractor) shall:

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and HRSA-specific encryption standard requirements. Maintain a complete and current inventory of all laptop

computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).

4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2 at <https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>. The Contractor shall provide a written copy of the validation documentation to the COR prior to the EPLC Design Readiness Review (DRR).
5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

K. Contractor Non-Disclosure Agreement (NDA). Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the HRSA non-disclosure agreement (Attachment F), as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

L. Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA) – The Contractor shall assist the HRSA Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.

1. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the HRSA SOP or designee with completing a PIA for the system or information within 60 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
2. The Contractor shall assist the HRSA SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

M. Training.

1. Mandatory Training for All Contractor Staff. All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/HRSA Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/HRSA Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.

2. **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.
3. **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

N. Rules of Behavior

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, the HRSA Information Technology Rules of Behavior (included in the HRSA Information Security and Privacy Awareness Training), and any applicable system-level rules of behavior.
2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual HRSA Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable.

O. Incident Response

1. FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.
2. A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII”.
3. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any

subcontractor), the Contractor (and/or any subcontractor) shall:

- a. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- b. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).
- c. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - i. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - ii. Not include any sensitive information in the subject or body of any reporting e-mail; and
 - iii. Encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, HHS, and HRSA incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

P. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for

Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

Roster. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR within 14 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 14 days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

Q. Contract Initiation and Expiration

1. General Security Requirements. The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HRSA EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).
2. System Documentation. Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. Sanitization of Government Files and Information. As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. Notification. The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within two weeks before an employee stops working under this contract.
5. Contractor Responsibilities Upon Physical Completion of the Contract. The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the

Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or HRSA policies.

6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HRSA Clearance Form for Separating Employees and Contractors (Form-419) when an employee terminates work under this contract within two weeks days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

R. Contractor Owned Contractor Operated System Security Requirements.

1. Federal Policies. The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
2. Security Assessment and Authorization (SA&A). A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO 30 days prior to the EPLC Operational Readiness Review (ORR). The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

HRSA's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- a. SA&A Package Deliverables - The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days prior to the ORR to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package:
 - System Security Plan (SSP) – Initial draft version due within 30 days of the EPLC Performance Baseline Review. Final draft due 120 days prior to the Operational Readiness Review. Final version due 30 days prior to the Operational Readiness Review.
 - The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing

Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and HRSA policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- Security Assessment Plan/Report (SAP/SAR) – due 30 days prior to the Operational Readiness Review. The security assessment shall be conducted by HRSA's Security Assessment Team and be consistent with NIST SP 800-53A, NIST SP 800-30, latest revisions, and HHS and HRSA policies. The assessor will document the assessment results in the SAR.

Thereafter, the Contractor, in coordination with HRSA shall assist in the assessment of the security controls annually and update the SAR at least annually.

- Plan of Action and Milestones (POA&M) – due within 7 days after the Security Control Assessment Report is delivered. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and HRSA policies. All high-risk weaknesses must be mitigated within 30 days and all moderate weaknesses must be mitigated within 180 days from the date weaknesses are formally identified, and documented. HRSA will determine the risk rating of vulnerabilities.
- Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, HRSA may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.
- Contingency Plan – due within 120 days prior to the Operational Readiness Review. The Contingency Plan must be developed in accordance with NIST SP 800-34, latest revision, and be consistent with HHS and HRSA policies. The Contractor shall review/update the Contingency Plan at least annually thereafter.
- Contingency Plan Test – due within 60 days of acceptance of the Contingency Plan by the System Owner. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency

Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. The Contractor shall conduct a Contingency Plan Test at least annually thereafter.

- E-Authentication Questionnaire – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

- b. Information Security Continuous Monitoring. Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, and HHS IS2P. The following are the minimum requirements for ISCM:

- Annual Assessment/Review - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by the agreed upon Authorization to Operate (ATO) date.
- Asset Management - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. The inventory information is required to be produced within 30 days of the EPLC Performance Baseline Review. Final version due within 30 days prior to the Operational Readiness Review and reviewed and updated on a monthly basis thereafter. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
- Configuration Management - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security

configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines prior to the EPLC Operational Readiness Review. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.

- Vulnerability Management - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. If externally-hosted and HRSA is unable to directly scan the system/application, the contractor (and/or any subcontractor) shall provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency prior to the EPLC ORR and at least monthly thereafter and upon request.
 - Patching and Vulnerability Remediation - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes:
 - 30 days for Critical and High risk vulnerabilities
 - Critical and High vulnerabilities identified by an application scan are required to be remediated prior to the EPLC ORR.
 - 90 days for Moderate risk vulnerabilities.
 - 180 days for Low risk vulnerabilities.
 - Secure Coding - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
3. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:

- a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
 - b. The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.
 - c. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
 - d. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
 - e. Cooperate with inspections, audits, investigations, and reviews.
4. End of Life Compliance. The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
 5. Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor.

The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:

- a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
- b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS Minimum Security Configuration Standards;
- c. Maintain the latest operating system patch release and anti-virus software definitions;
- d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
- e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
- f. Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

S. HHS FedRAMP Privacy and Security Requirements

The Contractor (and/or any subcontractor) shall be responsible for the following privacy and security requirements:

1. FedRAMP Compliant ATO. Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.
 - a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline at www.FedRAMP.gov. The HHS Information Security and Privacy Policy (IS2P) and HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance further define the baseline policies as well as roles

and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.

- b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
2. Data Jurisdiction. The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
3. Service Level Agreements. The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with HRSA to develop and maintain an SLA.
4. Interconnection Agreement / Memorandum of Agreements. The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements / Understanding in accordance with HHS / HRSA policies.

T. Protection of Information in a Cloud Environment

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/HRSA policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of

permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

5. The disposition of all HHS data shall be at the written direction of HHS/HRSA. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements. It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

A SORN is in development by Program.

U. Security Assessment and Authorization (SA&A) Process

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/HRSA security policies.
 - a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the HRSA authorizing official (AO) prior to implementation of system and/or service being acquired.
 - b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
 - c. For all acquired cloud services, the SA&A package must contain the following documentation:
 - 1) Privacy Impact Assessment (PIA).
 - 2) FedRAMP Test Procedures and Results.
 - 3) Security Assessment Plan (SAP).
 - 4) Security Assessment Report (SAR).
 - 5) System Security Plan (SSP).
 - 6) IT System Contingency Plan (CP).
 - 7) IT System CP Test Results.
 - 8) Plan of Action and Milestones (POA&M).

- 9) Continuous Monitoring Plan (CMP).
 - 10) FedRAMP Control Tailoring Workbook.
 - 11) Control Implementation Summary Table.
 - 12) Results of Penetration Testing.
 - 13) Software Code Review.
 - 14) E-Authentication Questionnaire.
 - 15) System of Record Notice (SORN).
 - 16) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
- d. Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/HRSA policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.
 3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
 4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All high risk vulnerabilities must be remediated no later than thirty (30) days from discovery. All moderate risk vulnerabilities must be remediated no later than ninety (90) days from discovery. All low risk vulnerabilities must be remediated no later than one hundred and eighty (180) days from discovery. HRSA will determine the risk rating of vulnerabilities using FedRAMP baselines.
 5. Revocation of a Cloud Service. HHS/HRSA have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or HRSA may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may

include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

V. Reporting and Continuous Monitoring

1. Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.
2. At a minimum, the Contractor must provide the following artifacts/deliverables on a monthly basis:
 - a. Operating system, database, Web application, and network vulnerability scan results.
 - b. Updated POA&Ms.
 - c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the HRSA System Owner or AO.
 - d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

W. Configuration Baseline

1. The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/HRSA configuration baseline.
2. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

X. Media Transport

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported

outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).

2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

Y. Boundary Protection, Trusted Internet Connections (TIC)

1. The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
2. The contractor shall route all external connections through a TIC.
3. Non-Repudiation. The contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

Optional Tasks – Not funded unless exercised.

Optional Task 1 – Transition Out Plan

The Contractor shall:

- Develop and implement a 120-day transition-out plan. The plan shall include:
 - Methodologies and procedures for minimizing disruption of service to qualified eligible providers and major milestones at 30, 60, 90, and 120 days post contract end date (for a 120 day transition).
 - Support phases to allow collaboration with the outgoing contractor.
 - Ensure transition of all provider documentation about eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption.
 - Include the transition of the documentation, operating procedures and other resources, including, all data generated as a result of this contract.
 - Develop a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees. The plan shall be inclusive of the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems. Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion, the format to deliver the data shall be decided during the performance period. However, the transition materials will not include Contractor proprietary or competitively sensitive information regarding its information, data, systems and processes used to execute this contract.

- This transition plan is predicated on the incoming contractor being available on day one to shadow Contractor staff, be available for all knowledge transfer meetings, and ensure that their staffing is complete at the end of the transition period. The Contractor is not responsible for the incoming contractor's performance during transition.
- Work with any future contractor(s) and HHS/HRSA to facilitate complete operational transition, and this must be addressed in the transition plan.
- Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion; the format to deliver the data shall be decided during the performance period.

Optional Task 2 – Fraud Detection

- Implement fraud detection processes equivalent to commercial standards for processing claims. Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim. Payments shall not be issued to an entity in the event that fraudulent activity is detected and/or the entity is under investigation by any other Federal Government unless approval is given by the COR.

Optional Quantities

1. Optional Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations.

The Government reserves the right to exercise additional quantities of Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations. The Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations are divided into multiple distributions, as determined by HHS/HRSA (See Task 4, 7 and 8 of the PWS). See price schedule under Section B.3.

CPARS Information Sheet

The Contractor Performance Assessment Reporting System (CPARS) is the Department of Defense (DoD) Enterprise Solution for collection of contractor Past Performance Information (PPI) as required by the Federal Acquisition Regulation (FAR). CPARS is a web-enabled application that collects and manages a library of automated contractor report cards. A report card assesses a contractor's performance and provides a record, both positive and negative, on a given contract for a specific period of time. Each report card is based on objective facts and is supported by program and contract management data. Use of CPARS promotes report card consistency, increases data integrity, and motivates improved contractor performance. For more information, see www.cpars.gov.



NOW THAT I HAVE A GOVERNMENT CONTRACT HOW DO I GET PAID?

A. RECEIVING PAYMENT UNDER ATTACHED AWARD

You must be able to accept electronic payments and you must be registered in the System for Award Management (SAM) database (<http://www.sam.gov>). Your DUNS number and banking information must be current. Keep in mind that you must make changes in SAM if your bank merges with another bank or you change banks. You are responsible for updating the data in the SAM database and for re-registering before your expiration date. SAM will notify users by e-mail that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

B. SUBMITTING REQUEST FOR PAYMENT

1. The contractor **shall submit payment requests to hrsainvoices@hrsa.gov using Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal**. Supporting documentation necessary to substantiate your request may be submitted along with the SF 1034. Attached for your convenience is a SF 1034.
2. Submit the SF 1034 and all supporting documentation in PDF format. An electronic copy of the SF 1034 in PDF format may be found at www.gsa.gov/portal/forms/download/115462.
3. Only one SF 1034 may be attached to your submission. An e-mail with more than one voucher will be returned to you.
4. Complete the SF 1034 following the directions below:
 - In block entitled, *Voucher No.*, enter the number of the voucher.
 - In block entitled, *U.S. Department, Bureau or Establishment and Location* enter:

HHS/Health Resources and Services Administration
Office of Acquisition Management and Policy
5600 Fishers Lane, Room 14W26
Rockville, MD 20857
 - In the block entitled, *Date Voucher Prepared*, enter the date the voucher is prepared.
 - In the block entitled, *Contract Number and Date*, enter the contract number under which reimbursement is claimed and the date the contract was signed. If billing for work done under a task order or BPA call, enter the contract number or Blanket Purchase Agreement number against which the order or call was issued. If you are simply billing for deliverables under a Purchase Order, leave this block blank and enter the order number in the block entitled, *Number and Date of Order*.
 - In the block entitled, *Requisition Number and Date*, leave blank.

- In the block entitled, *Payee's Name and Address*, enter the name and address as it appears on the contract. In the case of assignment of claims, also supply the *remit to* address of the organization to which payments are assigned. Enter the DUNS number in this block.
- In the block entitled, *Number and Date of Order*, enter the number and date of the Purchase Order, task order or BPA call number.
- In the block entitled, *Date of Delivery or Service*, if billing monthly, enter the specific month/year that the cost were incurred. If billing for a period other than monthly, enter the beginning and ending dates of the cost incurrence period.
- In the block entitled, *Articles or Services*, enter a description of the articles or service provided. If additional space is needed, provide in an attachment. Include the signed statement, "I certify that all payments requested are for appropriate purposes and in accordance with the contract."
- In blocks entitled, *Amount and Total*, enter the total dollar amount claimed for this billing.

VOUCHERS WITHOUT ALL REQUIRED INFORMATION WILL BE DENIED UNTIL THE PROPER INFORMATION IS SUBMITTED.

5. Inquiries:

Regarding payment, contact the Accounts Payable Section:

PSC/FMP/AS
 U.S. Department of Health and Human Services
 Program Support Center
 7700 Wisconsin Ave., Suite 9000
 Bethesda, MD 20814
 Telephone: 301-492-5233 Fax: 301-480-5089
 Email: pscinvoiceinquiries@psc.hhs.gov

Regarding voucher submission, e-mail your concerns to hrsainvoices@hrsa.gov.

Regarding technical issues, inspection and acceptance, call your Contracting Officer Representative (COR).

Regarding suspension or rejection of costs submitted, call your Contract Specialist.

Note: Your respective COR does not have the authority to (1) solicit proposals, (2) modify the stated terms of the award (i.e. change in price, change in scope of work), (3) issue instructions to the contractor to start or stop work, or (4) approve any action that will result in additional charges to the government. These changes are the sole responsibility of the Contracting Officer. The Government will not be responsible for cost overruns or unauthorized procurements made by the vendor.

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-122	PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL	VOUCHER NO.				
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Health Resources & Services Administration 5600 Fishers Lane, 14W26 Rockville, MD 20857	DATE VOUCHER PREPARED	SCHEDULE NO.				
	CONTRACT NUMBER AND DATE	PAID BY				
	REQUISITION NUMBER AND DATE (Optional)					
PAYEE'S NAME AND ADDRESS	Address as it appears on the Contract/Order:					
	Remit to address (where payment is to be sent) :					
	DUNS No. _____					
	DATE INVOICE RECEIVED	DISCOUNT TERMS				
PAYEE'S ACCOUNT NUMBER		GOVERNMENT B/L NUMBER				
SHIPPED FROM	TO	WEIGHT				
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
Date: (mm/dd/yyyy) Order No.: HSH _____	From: (mm/dd/yyyy) To: (mm/dd/yyyy)	I certify that all payments requested are for appropriate purposes and in accordance with the contract". X _____ (Name of Official) (Title) (Date)				
(Use continuation sheets if necessary) (Payee must NOT use the space below) TOTAL						
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE	APPROVED FOR = \$ _____	EXCHANGE RATE = \$1.00	DIFFERENCES _____			
			BY ² _____ TITLE _____	Amount verified; correct for (Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date)		_____ (Authorized Certifying Officer) ²			_____ (Title)	
ACCOUNTING CLASSIFICATION						
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)
CASH \$ _____	DATE			PAYEE ³		
¹ When stated in foreign currency, insert name of currency. ² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. ³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary" or "Treasurer", as the case may be.					PER	
					TITLE	

Previous edition usable

NSN 7650-00-634-4206

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Contractor Non-Disclosure Agreement (NDA)

This NDA is to be completed by a contractor upon award of contract.

The following statement is to be completed by all contractor employees who may be involved in the performance of contract work.

Access to privileged information obtain under the performance under contract 75R60221C00004 between the Department of Health and Human Services (HHS) and my employer United HealthCare Services, Inc., will not be disclosed or used for any benefit of myself or my employer.

I, _____, ON THIS _____ DAY _____ OF _____, hereby agree that I shall not release, publish, or disclose such information to unauthorized personnel, and I shall protect such information in accordance with the provision of *18 U.S.C. 641, 18 U.S.C. 1905, 18 U.S.C. 2071, Public Law 96-511*, and other pertinent laws and regulations governing the confidentiality of privileged information.

I understand the provision of *18 U.S. C. 641, 18 U. S. C. 1905, 18 U. S. C. 2071 and Public law 96-511*, and that I am subject to criminal penalties prescribed by law for any violations thereof.

Signed: _____

Date: _____

Witnessed by: _____

Date: _____

Cc:
Contracting Officer Representative (COR)
Contract Specialist (CS)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) OPS184 C 3611
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (if other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UNITED HEALTHCARE SERVICES, INC. 148892 Attn: NANETTE SADUSKE UNITED HEALTHCARE SERVICES, INC. 9900 BREN RD E MN008 MINNETONKA MN 553439664	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
		10B. DATED (SEE ITEM 13) 04/16/2021
CODE 148892	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: 41-1289245
DUNS Number: 071778674
Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.
Unique ID#: OPS184 C 3611

The purpose of this no cost modification is to change the Program Manager from Denise Gillson to Aditya Mutalik. See revised Section G, attached.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Daniel Schumacher President & COO, Optum	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEY KARVER
15B. CONTRACTOR/OFFEROR /s/ (Signature of person authorized to sign)	15C. DATE SIGNED 4/30/2021
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA /s/ (Signature of Contracting Officer)
	16C. DATE SIGNED

ous editior unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Period of Performance: 04/17/2021 to 04/16/2022 -Contracting Office Point of Contact: Russell Grabill 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-1798 Email: rgrabill@hrsa.gov -Contracting Officer Representative (COR): Daniel Bietz 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-0967 Email: dbietz@hrsa.gov				

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

The person identified below is hereby designated as the Contracting Officer Representative (COR) for this contract. The responsibility of the COR is to assist in the technical monitoring and administration of the contract. To this end, the COR may provide technical direction to the contractor as described in Sections G.2 and G.3.

Daniel Bietz
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-0967
Email: dbietz@hrsa.gov

G.2 Contracting Officer's Representative's Authority

Technical Direction – The COR is authorized to provide the contractor with information, direction, and coordination within the confines of the contractual work description.

This includes providing technical direction to the Contractor to guide the contract effort in order to accomplish the contractual performance work statement. This may include the interpretation of specifications or technical portions of the work description, and where required by the contract, review and approval of product deliverables of the Contractor to the Government under the contract.

G.3 Restrictions on the Contracting Officer's Representative's Authority

The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

The COR is not authorized to provide technical direction outside the parameters of the performance work statement as stated in the Contract.

The COR may not issue any direction to the Contractor that:

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g., changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

If the contractor is unclear whether a technical direction is within the parameters of the performance work statement, then the contractor must contact the Contracting Officer, who is the only individual authorized to determine whether a technical direction is within the parameters of the performance work statement.

G.4 Key Personnel

Pursuant to the Key Personnel clause (HHSAR 352.242-70) referenced in Section I of this contract, the following individual(s) is (are) designated as Key Personnel and considered to be essential to the work being performed under this contract:

Program Manager
Aditya Mutalik
Phone: (201) 647-1820
Email: aditya.mutalik@optum.com
10480 Little Patuxent Pkwy
Columbia, MD 21044

The person identified as the Program Manager shall direct the necessary work and services toward fulfillment of the contractual requirements. Prior to removing, replacing, or diverting the specified individual(s), the Contractor shall notify the Contracting Officer in writing and reasonably in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing changes made due to events beyond the control of the Contractor, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Examples of events beyond the control of the Contractor are: (1) prolonged sickness, (2) termination of employment, and (3) death. Key personnel, with the consent of the Contracting Officer, may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.

4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.
5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

The Contractor shall designate a financial institution for receipt of electronic funds transfer payments. Contractors are encouraged to periodically review their file for accuracy and are required to re-register before their expiration date, which is the same date as their CCR expiration date. SAM will notify users by e-mail that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

G.7 Evaluation of Contractor's Performance

Interim and final evaluation of Contractor performance (including options) on this contract shall be conducted in accordance with FAR Subpart 42.15 and HHSAR 342.7001(d) and entered into the Contractors Performance Assessment Reporting System (CPARS) (located at Section J (Attachment B).

The Government will conduct an evaluation of Contractor's performance based on the completion of the tasks stated in the PWS. HRSA documents contractor performance using the Contractor Performance Assessment Rating System (CPARS) (www.cpars.gov). The evaluation shall be conducted by the COR and be comprised of an evaluation of contractor performance completed by the Contractor and Federal staff, and a review of progress reports and financial reports.

G.8 Billing Instructions

Located at Section J (Attachment C).

G.9 Subcontracting Plan Provisions (Applies to Large Businesses)

1. Small Business and Small Disadvantaged Business Subcontracting Plan
 - a. The Small Business and Small Disadvantaged Business Subcontracting Plan, dated is attached hereto and made a part of this contract.
 - b. The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

2. Small Disadvantaged Business (SDB) Participation Plan

- a. The Small Disadvantaged Business (SDB) Participation Plan, dated [Insert Date] is attached hereto and made a part of this contract.
- b. In compliance with FAR 19, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- c. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 19, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

3. Subcontracting Reports

- a. The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;
 - 1) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;
 - 2) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and
 - 3) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the prime contract number, the order number, if applicable and their own DUNS number to all of their subcontractors with subcontracting plans.
- b. Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th and October 25th.

G.10 Limitation on Subcontracting (Applies to Small Businesses)

FAR 52.219-14 Limitations of Subcontracting (MAR 2020) is applicable to this contract and stated below in full text:

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for –
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) OPS184 C 3611
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UNITED HEALTHCARE SERVICES, INC. 148892 Attn: NANETTE SADUSKE UNITED HEALTHCARE SERVICES, INC. 9900 BREN RD E MN008 MINNETONKA MN 553439664		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 148892	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004	10B. DATED (SEE ITEM 13) 04/16/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 41-1289245

DUNS Number: 071778674

Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.

Unique ID#: OPS184 C 3611

The purpose of this administrative modification is to change the Contract Specialist (CS) from Russell Grabill to Helen Wesley and change the Contracting Officer's Representative (COR) from Daniel Bietz to Dina Passman. See revised Section G, attached.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEY KARVER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ (Signature of Contracting Officer)	16C. DATE SIGNED 06/08/2021

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00002

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Period of Performance: 04/17/2021 to 04/16/2022 -Contracting Office Point of Contact: Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov -Contracting Officer Representative (COR): Dina Passman 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2337 Email: dpassman@hrsa.gov				

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

The person identified below is hereby designated as the Contracting Officer Representative (COR) for this contract. The responsibility of the COR is to assist in the technical monitoring and administration of the contract. To this end, the COR may provide technical direction to the contractor as described in Sections G.2 and G.3.

Dina Passman
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-2337
Email: dpassman@hrsa.gov

G.2 Contracting Officer's Representative's Authority

Technical Direction – The COR is authorized to provide the contractor with information, direction, and coordination within the confines of the contractual work description.

This includes providing technical direction to the Contractor to guide the contract effort in order to accomplish the contractual performance work statement. This may include the interpretation of specifications or technical portions of the work description, and where required by the contract, review and approval of product deliverables of the Contractor to the Government under the contract.

G.3 Restrictions on the Contracting Officer's Representative's Authority

The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

The COR is not authorized to provide technical direction outside the parameters of the performance work statement as stated in the Contract.

The COR may not issue any direction to the Contractor that:

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g., changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

If the contractor is unclear whether a technical direction is within the parameters of the performance work statement, then the contractor must contact the Contracting Officer, who is the only individual authorized to determine whether a technical direction is within the parameters of the performance work statement.

G.4 Key Personnel

Pursuant to the Key Personnel clause (HHSAR 352.242-70) referenced in Section I of this contract, the following individual(s) is (are) designated as Key Personnel and considered to be essential to the work being performed under this contract:

Program Manager
Aditya Mutalik
Phone: (201) 647-1820
Email: aditya.mutalik@optum.com
10480 Little Patuxent Pkwy
Columbia, MD 21044

The person identified as the Program Manager shall direct the necessary work and services toward fulfillment of the contractual requirements. Prior to removing, replacing, or diverting the specified individual(s), the Contractor shall notify the Contracting Officer in writing and reasonably in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing changes made due to events beyond the control of the Contractor, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Examples of events beyond the control of the Contractor are: (1) prolonged sickness, (2) termination of employment, and (3) death. Key personnel, with the consent of the Contracting Officer, may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.

4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.
5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

The Contractor shall designate a financial institution for receipt of electronic funds transfer payments. Contractors are encouraged to periodically review their file for accuracy and are required to re-register before their expiration date, which is the same date as their CCR expiration date. SAM will notify users by e-mail that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

G.7 Evaluation of Contractor's Performance

Interim and final evaluation of Contractor performance (including options) on this contract shall be conducted in accordance with FAR Subpart 42.15 and HHSAR 342.7001(d) and entered into the Contractors Performance Assessment Reporting System (CPARS) (located at Section J (Attachment B)).

The Government will conduct an evaluation of Contractor's performance based on the completion of the tasks stated in the PWS. HRSA documents contractor performance using the Contractor Performance Assessment Rating System (CPARS) (www.cpars.gov). The evaluation shall be conducted by the COR and be comprised of an evaluation of contractor performance completed by the Contractor and Federal staff, and a review of progress reports and financial reports.

G.8 Billing Instructions

Located at Section J (Attachment C).

G.9 Subcontracting Plan Provisions (Applies to Large Businesses)

1. Small Business and Small Disadvantaged Business Subcontracting Plan
 - a. The Small Business and Small Disadvantaged Business Subcontracting Plan, dated is attached hereto and made a part of this contract.
 - b. The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

2. Small Disadvantaged Business (SDB) Participation Plan

- a. The Small Disadvantaged Business (SDB) Participation Plan, dated [Insert Date] is attached hereto and made a part of this contract.
- b. In compliance with FAR 19, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- c. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 19, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

3. Subcontracting Reports

- a. The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;
 - 1) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;
 - 2) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and
 - 3) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the prime contract number, the order number, if applicable and their own DUNS number to all of their subcontractors with subcontracting plans.
- b. Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th and October 25th.

G.10 Limitation on Subcontracting (Applies to Small Businesses)

FAR 52.219-14 Limitations of Subcontracting (MAR 2020) is applicable to this contract and stated below in full text:

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for –
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO. CORE

PAGE OF PAGES

11 22

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. FEDERAL AGENCY PROGRAM ELEMENT NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CORE

See Block 16C

HRS2793011

ORR5184 C 3611

HHS/HRSA/009/0AMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, RM 14426B
Rockville MD 20857

NAME

7. ADMINISTERED BY (if different than 6)

CORE

HHS/HRSA/009/0AMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, Room 14426B
Rockville MD 20857

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

UNITED HEALTHCARE SERVICES, INC. 148892
ATTN: NANETTE SAUSKE
UNITED HEALTHCARE SERVICES, INC.
9900 BREN RD E MN008
MINNETONKA MN 553439664

9B. DATED (SEE ITEM 11)

9C. INDICATION OF CONTRACT ORDER NO.

75R60221C0004

9D. DATED (SEE ITEM 13)

04/16/2021

CODE 148892

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

\$1,805,572.00

2821-378664A-25235

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.217-8 (NOV 1999) Option to Extend Services

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by WCF section headings, including solicitation/contract subject matter where feasible)

Tax ID Number: 41-1289245

DUNS Number: 071778674

Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.

Unique ID#: ORR5184 C 3611

The purpose of this modification is to exercise Optional Items CLIN 0005 - Fee per Submitted (billed) Claim and CLIN 0006 - Fee per Paid Claim.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Items 9A, 9C, 9D, and 10A and the solicitation/contract subject matter where feasible, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type as printed)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type as printed)

Daniel Schumacher President & COO, Optum

SHORILEY KAARVEER

15B. CONTRACT/ORDER NO.

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

IS/

7/12/2021

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Previous edition unusable

STANDARD FORM 30 (REV. 11/2005)
Prescribed by GSA FPMR (41 CFR) 101-11.6

NAME OF OFFEROR OR CONTRACTOR
 UNITED HEALTHCARE SERVICES, INC. 140092

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave, Suite 9000 BETHESDA MD 20814 Appr. Yr.: 2021 CAN: 370004A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2022 Change Item 5 to read as follows (amount shown is the obligated amount): 5 Optional item - Fee per submitted (billed) claim. Base Period: Obligated Amount: (b) (4) Change Item 6 to read as follows (amount shown is the obligated amount): 6 Optional item = Fee per paid claim. Base Period. Obligated Amount: (b) (4) Contracting Office Point of Contact: Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hhsa.gov Contracting Officer Representative (COR): Dina Passman 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2337 Email: dpassman@hhsa.gov				(b) (4)

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. ACQUISITION/PURCHASE REQ. NO. HHS2822464	5. PROJECT NO. (if applicable) OPS184 C 3611
6. ISSUED BY HHS/HRSA/00/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (if other than item 6) HHS/HRSA/00/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) UNITED HEALTHCARE SERVICES, INC. 148892 Attn: NANETTE SADUSKE UNITED HEALTHCARE SERVICES, INC. 9900 BREN RD E MN008 MINNETONKA MN 553439664	9A. AMENDMENT OF SOLICITATION NO. (x)	9B. DATED (SEE ITEM 11)
CODE 148892 FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004	10B. DATED (SEE ITEM 13) 04/16/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$26,763,591.00
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed-Price Alt I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 Tax ID Number: 41-1289245
 DUNS Number: 071778674
 Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.
 Unique ID#: OPS184 C 3611

The purpose of this modification is to add quantities to the Base Period for Fee per Submitted (Billed) Claim and Fee per Paid Claim by adding CLINs 0010 and 0011, respectively. Also, this modification will add Optional Items CLIN 0012 & 0013 for additional optional quantities for Fee per Submitted (Billed) Claim and Fee per Paid Claim, respectively.
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Daniel Schumacher, President & COO, Optum	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEY KARVER
15B. CONTRACTOR/OFFEROR /s/	15B. UNITED STATES OF AMERICA
15C. DATE SIGNED 8/23/2021	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00004

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Period of Performance: 04/17/2021 to 04/16/2022					
26	SECTION B CLIN 0010 - Add-on to Fee per Submitted (billed) claim. First Funding Set for CLIN 0010. Base Period. Obligated Amount: (b) (4) Accounting Info: 2021.370COVE.25235 Appr. Yr.: 2021 CAN: 370COVE Object Class: 25235 Funded: (b) (4)				(b) (4)	
27	SECTION B CLIN 0010 - Add-on to Fee per Submitted (billed) claim. Second Funding Set for CLIN 0010. Base Period. Obligated Amount: (b) (4) Accounting Info: 2021.370C04A.25235 Appr. Yr.: 2021 CAN: 370C04A Object Class: 25235 Funded: (b) (4)					
28	SECTION B CLIN 0011 - Add-on to Fee per Paid claim. Base Period. Obligated Amount: (b) (4) Accounting Info: 2021.370C04A.25235 Appr. Yr.: 2021 CAN: 370C04A Object Class: 25235 Funded: (b) (4)					
29	SECTION B CLIN 0012 - Optional Item - Fee per Submitted (billed) Claim. Base Period. Amount: (b) (4) (Option Line Item) 04/16/2022					0.00
30	SECTION B CLIN 0013 - Optional Item - Fee per Paid Claim. Base Period. Continued ...					0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00004

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Amount: (b) (4) (Option Line Item) 04/16/2022 Contracting Office Point of Contact: Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov Contracting Officer Representative (COR): Dina Passman 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2337 Email: dpassman@hrsa.gov</p>				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 submitted (billed) claims, 29,488,437 paid claims, 90,137,072 submitted (billed) claims, and 85,511,563 paid claims for CLINs 0002, 0003, 0010, and 0011, respectively.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	12	Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each		
0003	Fee per paid claim	29,488,437	Each		
0010	Add-on to Fee per Submitted (billed) claim.	90,137,072	Each		
0011	Add-on to Fee per Paid Claim	85,511,563	Each		
Total Value Base Period (Not to Exceed):					(b) (4)

Note: The pricing for CLINs 0001, 0002, and 0003 reflects an overall **(b) (4)**.

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	12	Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each		
2003	Fee per paid claim	1,000,000	Each		
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk:

- a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
- b. Any rental agreement for real or personal property, or any term contract for maintenance;
- c. Travel for general scientific meetings; and
- d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government's Obligation

1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

2. The Government's payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

1. During the base period of performance, CLIN 0009 may be exercised once.
2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.

CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.

CLIN 0007 may be exercised for up to 25 units in the Base Period.

CLIN 0008 may be exercised for up to 70 units in the Base Period.

CLIN 0012 may be exercised for up to 9,000,000 units in the Base Period.

CLIN 0013 may be exercised for up to 3,000,000 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot	To Be Negotiated Prior To Exercising	To Be Negotiated Prior To Exercising
0012	Fee per submitted (billed) claim	9,000,000	Each	(b) (4)	(4)
0013	Fee per paid claim	3,000,000	Each		
Total Value Base Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing for CLINs 0004, 0005, 0006, 0007, and 0008 reflects an overall **(b) (4)**

(b) (4)

Option Period One

CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.
 CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.
 CLIN 1007 may be exercised for up to 25 units in the Option Period One.
 CLIN 1008 may be exercised for up to 60 units in the Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		
1008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall **(b) (4)**

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.
 CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.
 CLIN 2007 may be exercised for up to 25 units in the Option Period Two.
 CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		
2008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing above reflects an overall (b) (4).

B.4 Total Estimated Contract Value is: (b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) OPS184 C 3611	
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004	
			10B. DATED (SEE ITEM 13) 04/16/2021	
CODE 118763	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.12 Novation and Change-of-Name Agreements
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292

DUNS Number: 022016765

Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.

Unique ID#: OPS184 C 3611

The purpose of this modification is to 1) Recognize the Novation Agreement and) Change the Contracting Officer's Representative (COR) from Dina Passman to Lisa Park.

Modification Details:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHIRLEY KARVER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ (Signature of Contracting Officer)	16C. DATE SIGNED 01/05/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00005

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1) As a result of the Novation Agreement, the Government recognizes the change of Contractor as follows:</p> <p>FROM: United HealthCare Services, Inc. 9900 Bren Rd E MN008 Minnetonka, MN 5534-9664 DUNS 071778674</p> <p>TO: OptumServe Technology Services, Inc. 10480 Little Patuxent Pkwy, Suite 31 Columbia, MD 21044-3575 DUNS 022016765</p> <p>2) HRSA COR Point of Contact is changed from Dina Passman to Lisa Park.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Period of Performance: 04/17/2021 to 04/16/2022 Contracting Office Point of Contact:</p> <p>Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR):</p> <p>Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

The person identified below is hereby designated as the Contracting Officer Representative (COR) for this contract. The responsibility of the COR is to assist in the technical monitoring and administration of the contract. To this end, the COR may provide technical direction to the contractor as described in Sections G.2 and G.3.

Lisa Park
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-3513
Email: LPark@hrsa.gov

G.2 Contracting Officer's Representative's Authority

Technical Direction – The COR is authorized to provide the contractor with information, direction, and coordination within the confines of the contractual work description.

This includes providing technical direction to the Contractor to guide the contract effort in order to accomplish the contractual performance work statement. This may include the interpretation of specifications or technical portions of the work description, and where required by the contract, review and approval of product deliverables of the Contractor to the Government under the contract.

G.3 Restrictions on the Contracting Officer's Representative's Authority

The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

The COR is not authorized to provide technical direction outside the parameters of the performance work statement as stated in the Contract.

The COR may not issue any direction to the Contractor that:

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g., changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

If the contractor is unclear whether a technical direction is within the parameters of the performance work statement, then the contractor must contact the Contracting Officer, who is the only individual authorized to determine whether a technical direction is within the parameters of the performance work statement.

G.4 Key Personnel

Pursuant to the Key Personnel clause (HHSAR 352.242-70) referenced in Section I of this contract, the following individual(s) is (are) designated as Key Personnel and considered to be essential to the work being performed under this contract:

Program Manager
Aditya Mutalik
Phone: (201) 647-1820
Email: aditya.mutalik@optum.com
10480 Little Patuxent Pkwy
Columbia, MD 21044

The person identified as the Program Manager shall direct the necessary work and services toward fulfillment of the contractual requirements. Prior to removing, replacing, or diverting the specified individual(s), the Contractor shall notify the Contracting Officer in writing and reasonably in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing changes made due to events beyond the control of the Contractor, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Examples of events beyond the control of the Contractor are: (1) prolonged sickness, (2) termination of employment, and (3) death. Key personnel, with the consent of the Contracting Officer, may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.

4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.
5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

The Contractor shall designate a financial institution for receipt of electronic funds transfer payments. Contractors are encouraged to periodically review their file for accuracy and are required to re-register before their expiration date, which is the same date as their CCR expiration date. SAM will notify users by e-mail that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

G.7 Evaluation of Contractor's Performance

Interim and final evaluation of Contractor performance (including options) on this contract shall be conducted in accordance with FAR Subpart 42.15 and HHSAR 342.7001(d) and entered into the Contractors Performance Assessment Reporting System (CPARS) (located at Section J (Attachment B)).

The Government will conduct an evaluation of Contractor's performance based on the completion of the tasks stated in the PWS. HRSA documents contractor performance using the Contractor Performance Assessment Rating System (CPARS) (www.cpars.gov). The evaluation shall be conducted by the COR and be comprised of an evaluation of contractor performance completed by the Contractor and Federal staff, and a review of progress reports and financial reports.

G.8 Billing Instructions

Located at Section J (Attachment C).

G.9 Subcontracting Plan Provisions (Applies to Large Businesses)

1. Small Business and Small Disadvantaged Business Subcontracting Plan
 - a. The Small Business and Small Disadvantaged Business Subcontracting Plan, dated is attached hereto and made a part of this contract.
 - b. The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

2. Small Disadvantaged Business (SDB) Participation Plan

- a. The Small Disadvantaged Business (SDB) Participation Plan, dated [Insert Date] is attached hereto and made a part of this contract.
- b. In compliance with FAR 19, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- c. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 19, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

3. Subcontracting Reports

- a. The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;
 - 1) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;
 - 2) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and
 - 3) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the prime contract number, the order number, if applicable and their own DUNS number to all of their subcontractors with subcontracting plans.
- b. Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th and October 25th.

G.10 Limitation on Subcontracting (Applies to Small Businesses)

FAR 52.219-14 Limitations of Subcontracting (MAR 2020) is applicable to this contract and stated below in full text:

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for –
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

NOVATION AGREEMENT

From the Transferor,
UNITED HEALTHCARE SERVICES, INC.,
(DUNS:071778674 CAGE: 3CRH1)

To the Transferee
OPTUMSERVE TECHNOLOGY SERVICES, INC.,
(DUNS: 022016765 CAGE:1TPV6)

and
the **UNITED STATES GOVERNMENT**

Effective July 20, 2021
Under the Authority of FAR 42.1204

ATTACHMENTS

- 1) Attachment A – Evidence of Transferee’s Responsibility and Capability to Perform
- 2) Attachment B – Opinion of Legal Counsel

NOVATION AGREEMENT

OptumServe Technology Services Inc., (“*OSTS*” or “*Transferee*”), a corporation duly organized and existing under the laws of the state of Maryland with its principal office in Columbia, MD; United HealthCare Services, Inc., (“*UHCS*” or “*Transferor*”), a corporation duly organized and existing under the laws of the State of Minnesota with its principal office in Minnetonka, MN; and the United States of America (“*Government*”) collectively (the “*parties*”), enter into this Novation Agreement (the “*Agreement*”) effective as of July 20, 2021.

(a) The parties agree to the following facts:

1. The Government, represented by Contracting Officers of the Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), has entered into the following contracts with the Transferor:

Contract Title	Claims Processing Services for the Provider Relief Fund ("PRF Contract")	Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured ("Uninsured Contract")
Contract Number	75R60221C00003	75R60221C00004
Contract Type	Fixed Price	Fixed Price
Period of Performance	4/7/2021-4/6/2022 (w/ 2 option years)	4/17/2021-4/16/2022 (w/ 2 option years)
Contracting Officer Name	Shirley Karver, CO Helen Wesley, CS	Shirley Karver, CO Helen Wesley, CS
Address	HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20858	HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857
Total Contract Value	\$59,784,322.00	\$102,674,245.00
Unpaid Balance	\$2,135,720.51	\$8,296,322.67
	Note: Post-transition reconciliation of the unpaid balance will occur internally and seamlessly to HRSA.	
Transferee’s Capability to Perform	See Attachment A to Novation Agreement	

Note, the term “*HRSA Contracts*,” as used in this Agreement, means the above two contracts and all modifications thereof on or after the effective date of this Agreement.

2. The situation around COVID-19 has been highly dynamic, evolving rapidly, and subject to significant uncertainty. Since April 2020, HRSA has relied on UHCS to provide end-to-end claims reimbursement directly to eligible health care providers, for testing uninsured individuals for COVID-19, for treating uninsured individuals with a COVID-19 diagnosis, and administering FDA-licensed or authorized COVID-19 vaccines to uninsured individuals under the Uninsured Contract. In addition, HRSA has relied on UHCS to process and distribute payments and claims reimbursement to eligible health care providers, provide customer service education, data support, communications outreach, escalation of provider issues, and project management in connection with provider relief legislation.¹ (“Provider Relief Fund”) in response to COVID-19 through the PRF Contract. The Transferor and the Government executed initial letter contracts on an expedited timeline to meet urgent and compelling government needs, which were unprecedented.
3. As the pandemic continued, HRSA required ongoing support to meet the continued demands and uncertainties resulting from this devastating virus. The Transferor and the Government executed the follow-on HRSA Contracts described in this Agreement on a sole-source basis to allow for the continued use of the contractor systems and avoid unacceptable delays in fulfilling HRSA's needs during the COVID-19 pandemic.
4. As the United States and the world begin to return to normal and to align organizational resources, processes, and technologies more appropriately, UHCS is transitioning the leadership, program management support, and other functions of the HRSA Contracts to OSTS, an operating unit within the Optum services business of the UnitedHealth Group (“UHG”) enterprise. OSTS specializes in performing contracts with the U.S. Federal government by delivering capability through robust program and performance management systems, leveraging technology to achieve government objectives, all of which are led by personnel that bring exceptional experience helping large, highly technical government programs sustain critical and complex operations.
5. The Optum family of businesses offer a large variety of services that include call center, claims processing and payment, third party administration of specialty benefits, pharmacy benefit management, disease and care management, direct care delivery, consulting, health technology, and innovation support to federal and state governments – all of which are types of experiences that are uniquely suited to federal government business and the particular types of services that are required to perform the HRSA Contracts successfully.
6. OSTS is a legal entity under the Optum family of businesses and is the proper organizational entity within the UHG enterprise to drive the successful performance of the HRSA Contracts and continue to provide the high-quality support HRSA has received

¹ The Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), the Paycheck Protection Program (PPP) and Health Care Enhancement Act (P.L. 116-139), and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act (P.L. 116-123) appropriated funds to reimburse eligible healthcare providers for healthcare-related expenses or lost revenues attributable to COVID-19. These laws provide economic and financial support for individuals and businesses impacted by the coronavirus outbreak. To provide relief, Congress appropriated funding from the Public Health and Social Services Emergency Fund to reimburse eligible health care providers for healthcare-related expenses or lost revenues attributable to coronavirus.

to date. OSTS aids federal agencies with improving the health and well-being of those we collectively serve. OSTS brings together the vast resources and health care expertise of UHCS' unique health services, along with the innovation and technology capabilities of Optum. OSTS provides seasoned program management leadership and expertise with federal agencies and has proven systems and processes to comply with federal information security rules and practices that govern federal information security systems.

7. OSTS has over eight years of relevant fraud, waste, and abuse experience in the areas of Program integrity, data analytics, and case management and fully understands the Government's challenges and strategic vision to combat fraud. OSTS developed and continues to maintain the federal Data Services Hub (DSH) on behalf of the Centers for Medicare and Medicaid Services (CMS) and designed and implemented the current case management system for the CMS Medicaid and CHIP Business Information Solution (MACBIS).
8. Moreover, the HRSA Contracts have been resourced with OSTS staff that have exceptional experience supporting federal government contracts in financial, program, and management processes and supporting federal government investigations and audits.
9. OSTS shall assume all obligations and liabilities of the Transferor under the HRSA Contracts.
10. The Transferee is in a position to fully perform all obligations that may exist under the HRSA Contracts.
11. For the reasons stated herein, it is in the Government's best interest to recognize OSTS as the successor party to these contracts.

(b) In consideration of these facts, the parties agree that by this Agreement:

1. The Transferor confirms the transfer to the Transferee and waives any claims and rights against the Government that it now has or may have in the future in connection with the HRSA Contracts.
2. The Transferee agrees to be bound by and to perform the HRSA Contracts in accordance with the conditions contained in the HRSA Contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the HRSA Contracts as if the Transferee were the original party to the HRSA Contracts.
3. The Transferee ratifies all previous actions taken by the Transferor with respect to the HRSA Contracts, with the same force and effect as if the action had been taken by the Transferee.
4. The Government recognizes the Transferee as the Transferor's successor in interest in and to the HRSA Contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the HRSA Contracts as if the

Transferee were the original party to the HRSA Contracts. Following the effective date of this Agreement, the term "Contractor," as used in the HRSA Contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
6. All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the HRSA Contracts, shall be considered to have discharged those parts of the Government's obligations under the HRSA Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of the Government's obligations under the HRSA Contracts, to the extent of the amounts paid or reimbursed.
7. The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the HRSA Contracts.
8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-
 - i. Assumes under this Agreement; or
 - ii. May undertake in the future should the HRSA Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
9. The HRSA Contracts shall remain in full force and effect, except as modified by this Agreement.

(Signatures on following page)

Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Name/Title: _____

UNITED HEALTHCARE SERVICES, INC.

By: /s/ _____
Name/Title: T. Jeffrey Putnam, President & CEO

OPTUMSERVE TECHNOLOGY SERVICES, INC.

By: /s/ _____
Name/Title: Patricia Noroho, CEO

Certificate

I, Heather Lang, certify that I am the Assistant Secretary of United HealthCare Services, Inc., that T. Jeffrey Putnam, who signed this Agreement for this corporation, was then President and Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness by me on this 20 day of July 2021.

By /s/ _____

Certificate

I, Heather Lang, certify that I am the Assistant Secretary of OptumServe Technology Services, Inc., that Patricia Horoho, who signed this Agreement for this corporation, was then Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness by me on this 20 day of July 2021.

By /s/ _____

Attachment A – Evidence of Transferee’s Responsibility and Capability to Perform

STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT OPTUMSERVE TECHNOLOGY SERVICES, INC. (D04617213), INCORPORATED FEBRUARY 20, 1997, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JUNE 21, 2021.

/s/

Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: **sf1C8H6Bd0CgaK_aAW-L3Q**
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>



OPTUMSERVE TECHNOLOGY SERVICES, INC.

DUNS Unique Entity ID 022016765	SAM Unique Entity ID T2SDN8AHFSY6	CAGE / NCAGE 1TPV6
Purpose of Registration All Awards	Expiration Date Oct 23, 2021	Registration Status Active
Physical Address 10480 Little Patuxent PKWY Suite 310 Columbia, Maryland 21044 United States	Mailing Address 10480 Little Patuxent PKWY STE 310 Columbia, Maryland 21044 United States	

Business Information

Doing Business as QSSI	Division Name Optumserve Technology Services, Inc.	Division Number (blank)
Congressional District Maryland 07	State / Country of Incorporation Maryland / United States	URL http://www.qssinc.com

Registration Dates

Activation Date Oct 23, 2020	Submission Date Oct 23, 2020	Initial Registration Date Sep 10, 2001
--	--	--

Entity Dates

Entity Start Date Feb 20, 1997	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Government Types


(blank)

Financial Information

Accepts Credit Card Payments

Debt Subject To Offset

Yes**No****Points of Contact****Electronic Business**



Derek L dela Noche, VP of Contracts
3019777884

10480 Little Patuxent Parkway
Suite 1200
Columbia, Maryland 21044
United States

Derek L dela Noche, Sr. Director of Contracts
 3019777884

10480 Little Patuxent Parkway
 Suite 1200
 Columbia, Maryland 21044
 United States

Government Business


Derek L dela Noche, VP of Contracts
3019777884

10480 Little Patuxent Parkway
Suite 1200
Columbia, Maryland 21044
United States

Mike Eddings
 3019777884

10480 Little Patuxent Parkway
 SUITE310
 Columbia, Maryland 21044
 United States

Past Performance


Derek L dela Noche, Sr. Director of Contracts
3019777884

10480 Little Patuxent Parkway
Suite 1200
Columbia, Maryland 21044
United States

Derek L dela Noche, Sr. Director of Contracts
 3019777884

10480 Little Patuxent Parkway
 Suite 1200
 Columbia, Maryland 21044
 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541519	Other Computer Related Services
	517311	Wired Telecommunications Carriers
	519130	Internet Publishing And Broadcasting And Web Search Portals
	541330	Engineering Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541611	Administrative Management And General Management Consulting Services
	541713	Research And Development In Nanotechnology
	561210	Facilities Support Services
	561410	Document Preparation Services

Disaster Response

This entity does not appear in the disaster response registry.

An official website of the United States government
[Here's how you know](#)



Download  Unfollow

Entity Registration

Exclusions

Active Exclusions

Inactive Exclusions

Responsibility / Qualification

OPTUMSERVE TECHNOLOGY SERVICES, INC.

DUNS Unique Entity ID
022016765

SAM Unique Entity ID
T2SDN8AHFSY6

CAGE/NCAGE
1TPV6

Expiration Date *Registration Status*

Oct 23, 2021

Active

Purpose of Registration
All Awards

Physical Address
**10480 Little Patuxent PKWY Suite 310
 Columbia, Maryland
 21044-3575, United States**

Mailing Address
**10480 Little Patuxent PKWY STE 310
 Columbia, Maryland
 21044-3575, United States**

*The DUNS number is currently the official Unique Entity ID

Version

Current Record

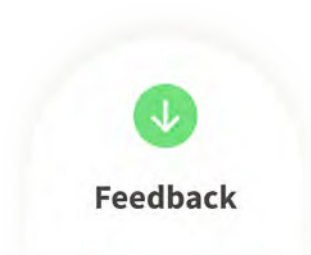
There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.



Our Website
Our Partners
Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

[Home](#)[Data Reports](#)[Help](#)[Policy](#)

Search FAPIS Site

[Back](#)**Search Results**

Entity: OPTUMSERVE TECHNOLOGY
SERVICES, INC.

Unique Entity ID (DUNS): 022016765
Unique Entity ID (SAM): T2SDN8AHFSY6
CAGE: 1TPV6

[View Corporate Relationships](#)

Date FAPIS search conducted: 06/18/2021 16:50:34

FAPIS Data	Records	Count
Administrative Agreement	No	0
Defective Pricing	No	0
DoD Determination of Contractor Fault	No	0
Information on Trafficking in Persons	No	0
Non-Responsibility Determination	No	0
Recipient Not-Qualified Determination	No	0
Subcontractor Payment Issues	No	0
Termination for Cause	No	0
Termination for Default	No	0
Termination for Material Failure to Comply	No	0

Proceedings Information as Entered by the Entity in SAM.gov

*** No Entity Management section of SAM records were found for Unique Entity ID (DUNS) 022016765.

SAM Exclusion Data

*** No matching Performance Information section of SAM records were found based on the search criteria information we have. You may want to search the Performance Information section of SAM directly at <https://www.sam.gov> and use the 'Advanced Search' option to locate the entity of interest.

[Accessibility/Section 508](#)

Attachment B – Opinion of Legal Counsel



July 20, 2021

Shirley Karver
Contracting Officer
U.S. Department of Health and Human Services
Health Resources and Services Administration
Office of Acquisition Management and Policy
5600 Fishers Lane, Room 14W26
Rockville, MD 20857

Re: Attorney Opinion of Legal Counsel with respect to Novation of Health Resources and Services Administration Contracts No. 75R60221C00003 and No. 75R60221C00004 (collectively, the "Contracts")

Dear Ms. Karver:

This opinion letter is prepared pursuant to 48 CFR Subpart 42.1204 (f)(5) with respect to the novation of the above-referenced Contracts to recognize OptumServe Technology Services, Inc., ("OSTS") as the successor in interest to United HealthCare Services, Inc. ("UHCS") for those Contracts.

I am a Deputy General Counsel for the Optum business segment of UnitedHealth Group Incorporated, the ultimate parent company of both UHCS and OSTS, and I have acted as counsel to UHCS and OSTS throughout the life cycle of the HRSA Contracts.

For purposes of this opinion, I have reviewed the following documents and systems: (1) the Articles of Incorporation of OSTS (Articles of Amendment and Restatement) filed by OSTS with the State of Maryland, (2) the System for Award Management (SAM.gov) data for OSTS; (3) the Federal Awardee Performance and Integrity Information System for OSTS and (4), the Novation Agreement and attachments that provides a compelling basis to conclude that the transfer of the Contracts to OSTS is in the best interest of the United States Government. Based upon the foregoing, it is my legal opinion that the novation of the Contracts to OSTS is being properly effected under applicable law as of the effective date of the transfer.

Should you have any questions, please do not hesitate to contact me at (952) 205-6254, for any additional information or clarification.

Sincerely,

/s/

**Craig Brattebo
Deputy General Counsel, Optum**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00006

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

HRS289145

5. PROJECT NO. (If applicable)

OPS184 C 3611

6. ISSUED BY CODE

OAMP

7. ADMINISTERED BY (If other than Item 6) CODE

OAMP

HHS/HRSA/OO/OAMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, Rm 14W26B
Rockville MD 20857

HHS/HRSA/OO/OAMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, Room 14W26B
Rockville MD 20857

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

OPTUMSERVE TECHNOLOGY SERVICES INC 118763
Attn: DEREK
OPTUMSERVE TECHNOLOGY SERVICES, INC
10480 LITTLE PATUXENT PKWY SUITE 31
COLUMBIA MD 210443575

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
75R60221C00004

10B. DATED (SEE ITEM 13)

CODE 118763

FACILITY CODE

04/16/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$2,340,000.00

2022.370C04A.25235

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292

DUNS Number: 022016765

Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.

Unique ID#: OPS184 C 3611

The purpose of this modification is to exercise Optional Items CLIN 0012 - Fee per Submitted (Billed) Claim and CLIN 0013 - Fee per Paid Claim in Section B of the contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

SHIRLEY KARVER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

/s/

(Signature of Contracting Officer)

01/12/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00006

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Appr. Yr.: 2022 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2022 Contracting Office Point of Contact: Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov Contracting Officer Representative (COR): Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov				

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS289845	5. PROJECT NO. (If applicable) PRB184 C 3611
---	------------------------------------	---	---

6. ISSUED BY CODE OAMP HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	7. ADMINISTERED BY (If other than Item 6) CODE OAMP HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
		10B. DATED (SEE ITEM 13) 04/16/2021
CODE 118763	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$13,860,000.00
---	---------------	-----------------

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed-Price ALT I (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 52-2016292
 DUNS Number: 022016765
 Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.
 Unique ID#: OPS184 C 3611

The purpose of this modification is to add quantities to the Base Period for Fee per Submitted (Billed) Claim and Fee per Paid Claim by adding CLINs 0014 and 0015, respectively. Also, this modification will add Optional Items CLINs 0016, 0018, and 0020 for additional optional quantities for Fee per Submitted (Billed) Claim and CLINs 0017, 0019, and 0021 for additional optional quantities for Fee per Paid Claim.
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Eddings, CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL
15B. CONTRACTOR/OFFEROR <u>/s/</u> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 01/28/2022
	16B. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>
	16C. DATE SIGNED 01/31/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00007

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Attachments: 1) Revised Section B_01272022 Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Period of Performance: 04/17/2021 to 04/16/2022				
31	CLIN 0014 & CLIN 0015 in Section B of Contract - CLIN 0014-Additional Fee per Submitted (billed) Claim & CLIN 0015-Additional Fee per Paid Claim. Funding for both CLINs. Obligated Amount: \$13,860,000.00 Accounting Info: 2022.370C04A.25235 Appr. Yr.: 2022 CAN: 370C04A Object Class: 25235 Funded: \$13,860,000.00				13,860,000.00
32	CLIN 0016 in Section B of Contract - Optional Item - Fee per Submitted (billed) Claim. Base Year. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
33	CLIN 0017 in Section B of Contract - Optional Item - Fee per Paid Claim. Base Year. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
34	CLIN 0018 in Section B of Contract - Optional Item - Fee per Submitted (billed) Claim. Base Year. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
35	CLIN 0019 in Section B of Contract - Optional Item - Fee per Paid Claim. Base Year. Amount: (b) (4) (Option Line Item) 04/16/2022				0.00
36	CLIN 0020 in Section B of Contract - Optional Item - Fee per Submitted (billed) Claim. Base Year. Amount: (b) (4) (Option Line Item) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00007

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
37	04/16/2022 CLIN 0021 in Section B of Contract - Optional Item - Fee per Paid Claim. Base Year. Amount: (b) (4) (Option Line Item) 04/16/2022 Contracting Office Point of Contact: Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov Contracting Officer Representative (COR): Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov				0.00

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 submitted (billed) claims, 29,488,437 paid claims, 90,137,072 submitted (billed) claims, 85,511,563 paid claims, 45,000,000 submitted (billed) claims, and 51,000,000 paid claims for CLINs 0002, 0003, 0010, 0011, 0014, and 0015, respectively.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	12	Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each		
0003	Fee per paid claim	29,488,437	Each		
0010	Add-on to Fee per Submitted (billed) claim.	90,137,072	Each		
0011	Add-on to Fee per Paid Claim	85,511,563	Each		
0014	Additional Fee per Submitted (billed) claim	45,000,000	Each		
0015	Additional Fee per Paid Claim	51,000,000	Each		
Total Value Base Period (Not to Exceed):					

Note: The pricing for CLINs 0001, 0002, and 0003 reflects an overall (b) (4).

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	12	Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each		
2003	Fee per paid claim	1,000,000	Each		
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk:

- a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
- b. Any rental agreement for real or personal property, or any term contract for maintenance;
- c. Travel for general scientific meetings; and
- d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government’s Obligation

- 1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

- 2. The Government’s payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

- 1. During the base period of performance, CLIN 0009 may be exercised once.
- 2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
- 3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

- CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.
- CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.
- CLIN 0007 may be exercised for up to 25 units in the Base Period.
- CLIN 0008 may be exercised for up to 70 units in the Base Period.
- CLIN 0012 may be exercised for up to 9,000,000 units in the Base Period.
- CLIN 0013 may be exercised for up to 3,000,000 units in the Base Period.
- CLIN 0016 may be exercised for up to 15,000,000 units in the Base Period.
- CLIN 0017 may be exercised for up to 12,000,000 units in the Base Period.
- CLIN 0018 may be exercised for up to 10,000,000 units in the Base Period.
- CLIN 0019 may be exercised for up to 8,000,000 units in the Base Period.
- CLIN 0020 may be exercised for up to 5,000,000 units in the Base Period.
- CLIN 0021 may be exercised for up to 4,000,000 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot	To Be Negotiated Prior To Exercising	To Be Negotiated Prior To Exercising
0012	Fee per submitted (billed) claim	9,000,000	Each	(b) (4)	(4)
0013	Fee per paid claim	3,000,000	Each		
0016	Fee per submitted (billed) claim	15,000,000	Each		
0017	Fee per paid claim	12,000,000	Each		
0018	Fee per submitted (billed) claim	10,000,000	Each		
0019	Fee per paid claim	8,000,000	Each		
0020	Fee per submitted (billed) claim	5,000,000	Each		
0021	Fee per paid claim	4,000,000	Each		
Total Value Base Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing for CLINs 0004, 0005, 0006, 0007, and 0008 reflects an overall **(b) (4)**
(b) (4)

Option Period One

CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.
 CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.
 CLIN 1007 may be exercised for up to 25 units in the Option Period One.
 CLIN 1008 may be exercised for up to 60 units in the Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		

1008	TIN Investigation	60	Each	(b) (4)
Total Value Option Period Optional Item and Quantities (Not to Exceed):				(b) (4)

Note: The pricing above reflects an overall (b) (4).

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.
 CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.
 CLIN 2007 may be exercised for up to 25 units in the Option Period Two.
 CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		
2008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):				(b) (4)	(b) (4)

Note: The pricing above reflects an overall (b) (4).

B.4 Total Estimated Contract Value is: (b) (4)

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 04/17/2022	4. REQUISITION/PURCHASE REQ. NO. HRS292542	5. PROJECT NO. (If applicable) PRB184 C 3611
---	---------------------------------	---	---

6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE	7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE	OAMP
--	------	---	------	------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575	(x)	9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
CODE 118763		10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004	x	10B. DATED (SEE ITEM 13) 04/16/2021
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.370C04A.25235	Net Increase:	\$7,200,000.00
---	---------------	----------------

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<u>CHECK ONE</u>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 52-2016292
 DUNS Number: 022016765
 Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.
 Unique ID#: PRB184 C 3611
 Award Type: Firm Fixed Pricec

The purpose of this modification is to 1) Update the Unique ID# and 2) Exercise Optional CLINs 0016, 0018, and 0020 in Section B of the Contract.

Modification Details:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA /s/ (Signature of Contracting Officer)
	16C. DATE SIGNED 03/22/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00008

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
38	<p>1) The Unique ID # is hereby changed FROM: "OPS184 C 3611" TO: "PRB184 C 3611"</p> <p>2) Optional CLINS 0016, 0018, and 0020 are hereby exercised.</p> <p>a) Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Optional CLINs 0016, 0018, and 0020 for the period of April 17, 2021 to April 16, 2022.</p> <p>b) The total obligated amount for this contract is increased by the sum of \$7,200,000.00 from \$75,473,010.00 to \$82,673,010.00.</p> <p>c) The total funds currently available for payment and allotted to this contract are \$82,673,010.00 for the period of April 17, 2021 to April 16, 2022.</p> <p>d) The period of performance remains at April 17, 2021 to April 16, 2022.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Appr. Yr.: 2022 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2022</p> <p>Funding for Exercised Optional CLINs 0016, 0018, and 0020 - Section B of Contract - Fee per Submitted (billed) Claim. Base Year. Obligated Amount: \$7,200,000.00</p> <p>Contracting Office Point of Contact: Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR): Lisa Park Continued ...</p>				7,200,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00008

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS293009	5. PROJECT NO. (If applicable) PRB184 C 3611	
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004	
			10B. DATED (SEE ITEM 13) 04/16/2021	
CODE 118763	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$25,312,672.00
2022.370CO4A.25235

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292
DUNS Number: 022016765
Title T2SDN8AHFSY6mbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured.
Unique ID#: PRB184 C 3611
Award Type: Firm Fixed Price

The purpose of this modification is to exercise Option Period One.

1. Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Option Period One for the period of April 17, 2022 to April 16, 2023.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ (Signature of Contracting Officer)	16C. DATE SIGNED 04/03/2022

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The total obligated amount for this contract is increased by the sum of \$25,312,672.00 from \$82,673,010.00 to \$107,985,682.00.</p> <p>3. The total funds currently available for payment and allotted to this contract are \$82,673,010.00 for the period of April 17, 2021 to April 16, 2022, and \$25,312,672.00 for the period of April 17, 2022 to April 16, 2023.</p> <p>4. The period of performance is hereby changed to read April 17, 2021 to April 16, 2023.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Appr. Yr.: 2022 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023 Contract Specialist (CS):</p> <p>Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR):</p> <p>Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00010
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. HRS293997
5. PROJECT NO. (If applicable) PRB184 C 3611
6. ISSUED BY CODE OAMP
7. ADMINISTERED BY (If other than Item 6) CODE OAMP
HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
OPTUMSERVE TECHNOLOGY SERVICES INC 118763
Attn: DEREK DELA NOCHE
OPTUMSERVE TECHNOLOGY SERVICES, INC
10480 LITTLE PATUXENT PKWY SUITE 31
COLUMBIA MD 210443575
9A. AMENDMENT OF SOLICITATION NO. (x)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. x 75R60221C00004
10B. DATED (SEE ITEM 13) 04/16/2021
CODE 118763 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2022.370CO4A.25235 Net Increase: \$3,904,406.21

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: x FAR 52.243-1 Changes-Fixed Price (Aug 1987)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: 52-2016292
DUNS Number: 022016765
Title: Claims Reimbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured.
Unique ID#: PRB184 C 3611
Award Type: Firm Fixed Price

The purpose of this modification is to 1) clarify Optional Quantities - Item 1 in the PWS for the Base Period, 2) add additional funding for Management and Administration Fees for the Base Period, 3) increase quantities for Fee per Submitted (billed) Claims for the Base Period, and 4) add quantities and pricing for Fee per Reprocessing Claims for the Base Period. Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Eddings, CEO
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL
15B. CONTRACTOR/OFFEROR /s/ (Signature of person authorized to sign)
15C. DATE SIGNED 4/15/2022
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
16C. DATE SIGNED 04/15/2022

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period.</p> <p>Modification Details:</p> <p>1) The PWS is hereby revised to clarify Optional Quantities - Item 1 in the PWS for the Base Period. See attached Revised Attachment A - PWS Testing and Treatment.</p> <p>2) Additional funding is added for Management and Administration Fees for the Base Period.</p> <p>3) Additional quantities for Fee per Submitted (billed) Claims for the Base Period are added under Contract Line Item Number (CLIN) 0022 in Section B.3 Optional Item and Quantity Pricing of the Contract. See attached Revised Section B.</p> <p>4) CLIN 0023 is added to Section B.3 Optional Item and Quantity Pricing of the Contract for quantities and pricing for Fee per Reprocessing Claims for the Base Period. See attached Revised Section B.</p> <p>List of Attachments: -Revised Attachment A - PWS Testing and Treatment -Revised Section B</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Appr. Yr.: 2022 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023</p>				
39	<p>Additional Funding CLIN 0001 in Section B of Contract - Management and Administration Fees - Base Year</p> <p>Obligated Amount: (b) (4)</p>				(b) (4)
40	<p>CLIN 0022 in Section B of Contract - Fee per submitted (billed) claim - Base Year</p> <p>Obligated Amount: (b) (4)</p>				(b) (4)
41	<p>CLIN 0023 in Section B of Contract - Fee per Reprocessing Claim - Base Year</p> <p>Obligated Amount: (b) (4)</p> <p>Continued ...</p>				(b) (4)

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00010PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist (CS):</p> <p>Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR):</p> <p>Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 submitted (billed) claims, 29,488,437 paid claims, 90,137,072 submitted (billed) claims, 85,511,563 paid claims, 45,000,000 submitted (billed) claims, and 51,000,000 paid claims for CLINs 0002, 0003, 0010, 0011, 0014, and 0015, respectively.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	11-months Last month	Months Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each		
0003	Fee per paid claim	29,488,437	Each		
0010	Add-on to Fee per Submitted (billed) claim.	90,137,072	Each		
0011	Add-on to Fee per Paid Claim	85,511,563	Each		
0014	Additional Fee per Submitted (billed) claim	45,000,000	Each		
0015	Additional Fee per Paid Claim	51,000,000	Each		
Total Value Base Period (Not to Exceed):					

Note: The pricing for CLINs 0001, 0002, and 0003 reflects an overall **(b) (4)**

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	12	Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4).

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each		
2003	Fee per paid claim	1,000,000	Each		
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk:

- a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
- b. Any rental agreement for real or personal property, or any term contract for maintenance;
- c. Travel for general scientific meetings; and
- d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government's Obligation

1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

2. The Government's payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

1. During the base period of performance, CLIN 0009 may be exercised once.
2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0007 may be exercised for up to 25 units in the Base Period.
 CLIN 0008 may be exercised for up to 70 units in the Base Period.
 CLIN 0012 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0013 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0016 may be exercised for up to 15,000,000 units in the Base Period.
 CLIN 0017 may be exercised for up to 12,000,000 units in the Base Period.
 CLIN 0018 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0019 may be exercised for up to 8,000,000 units in the Base Period.
 CLIN 0020 may be exercised for up to 5,000,000 units in the Base Period.
 CLIN 0021 may be exercised for up to 4,000,000 units in the Base Period.
 CLIN 0022 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0023 may be exercised for up to 13,812,469 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot	To Be Negotiated Prior To Exercising	To Be Negotiated Prior To Exercising
0012	Fee per submitted (billed) claim	9,000,000	Each	(b) (4)	(4)
0013	Fee per paid claim	3,000,000	Each		
0016	Fee per submitted (billed) claim	15,000,000	Each		
0017	Fee per paid claim	12,000,000	Each		
0018	Fee per submitted (billed) claim	10,000,000	Each		
0019	Fee per paid claim	8,000,000	Each		
0020	Fee per submitted (billed) claim	5,000,000	Each		
0021	Fee per paid claim	4,000,000	Each		
0022	Fee per submitted (billed) claim	10,000,000	Each		
0023	Reprocessing Claims	13,812,469	Each		
Total Value Base Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing for CLINs 0004, 0005, 0006, 0007, and 0008 reflects an overall **(b) (4)**

(b) (4)

Option Period One

CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.

CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.

CLIN 1007 may be exercised for up to 25 units in the Option Period One.

CLIN 1008 may be exercised for up to 60 units in the Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		
1008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4).

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.

CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.

CLIN 2007 may be exercised for up to 25 units in the Option Period Two.

CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		
2008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4).

B.4 Total Estimated Contract Value is: (b) (4)

Performance Work Statement (PWS)
**COVID-19 Claims Reimbursement to Health Care Providers and Facilities For Testing,
Treatment and Vaccine Administration for the Uninsured**
Modified Dated: April 15, 2022

I. Background

In December 2019, a novel (new) coronavirus known as SARS-CoV-2-) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of U.S. Department of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories.

On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States. On March 13, 2020, President Donald J. Trump announced and proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency. On January 7, 2021, the Secretary of Health and Human Services renewed the determination that a public health emergency still exists.

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) (P.L. 116 - 127) became law. The FFCRA responds to the coronavirus outbreak by providing paid sick leave and free coronavirus testing, expanding food assistance and unemployment benefits, and requiring employers to provide additional protections for health care workers, including \$1 billion dollars to be used for testing for the uninsured. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116 – 136) became law and amended the FFCRA, specifying coverage of diagnostic COVID testing and treatment.

On April 24, 2020, the Paycheck Protection Program and Health Care Enhancement Act (PPHCEA) was signed into law. This provides additional funding for COVID-19 testing and related expenses and specifies that up to \$1 billion dollars may be used to cover costs of testing for the uninsured.

In summary, “the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured” Program is authorized and appropriated by the following:

- Families First Coronavirus Response Act or FFCRA (P.L. 116-127) and the Paycheck Protection Program and Health Care Enhancement Act or PPHCEA (P.L. 116-139), which each appropriated \$1 billion to reimburse providers for conducting COVID-19

testing for the uninsured; and the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which provided \$100 billion in relief funds, including to hospitals and other health care providers on the front lines of the COVID-19 response, the PPPHCEA, which appropriated an additional \$75 billion in relief funds, and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, which appropriated an additional \$3 billion (Provider Relief Fund). Within the Provider Relief Fund, a portion of the funding will be used to support healthcare-related expenses attributable to the COVID-19 testing of the uninsured, treatment of uninsured individuals with COVID-19, and COVID-19 vaccine administration to the uninsured.

As part of the PPPHCEA, CARES Act, and CRRSA Act, HHS, HRSA will award a contract to a vendor to provide end-to-end claims reimbursement directly to eligible health care providers, generally at Medicare rates, for testing uninsured individuals for COVID-19, for treating uninsured individuals with a COVID-19 diagnosis, and administering FDA-licensed or authorized COVID-19 vaccines to uninsured individuals. Applicants will agree to accept reimbursement from the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured as payment in full and not subsequently balance bill patients. Applicants will attest/certify to eligibility, allowable costs, and availability of records. HRSA will reimburse claims under the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured until all funds are expended.

Funding for claims reimbursement to health care providers will be limited to approximately \$10 Billion. The original FFCRA and PPPHCEA appropriations for testing related claims have been disbursed.

II. Purpose / General Description

The purpose of this contract is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

A. The general scope of the contract includes:

1. Project Management
2. Provider Education and Outreach
 - a. Microsite
3. Eligibility and Provider Reimbursement Terms and Conditions Attestations
 - a. Provider Portal
 - b. Patient Eligibility Verification
4. Electronic Claims Intake

- a. Electronic Data Interchange
5. Claim Adjudication
 - a. General Claims Processing
 - b. Back-End Processing
 - c. Remittance Advice
6. Financial Management and Claims Reimbursements
 - a. Reimbursement System
 - b. Approved Bank Account
 - c. Financial Management and Reporting
 - d. Payment Returns and Recovery
 - e. Remittance Support
7. Provider Call Support
 - a. Call Center
8. IT Services
 - a. Software Quality Control and Systems Development Management Plan
 - b. Secure Data Transfer
9. Support for Program Operations
 - a. Compliance
 - b. Research, and Data Support
 - c. Records Management
 - d. Training
10. Security Requirements

B. Assumptions:

1. The contract shall have the following technical assumptions when developing the Claims Processing Services for COVID-19 Testing and Treatment and Vaccine Administration related services for the Uninsured Patients.
 - This is a National contract for providers to submit and receive payment on COVID-19 visits (Evaluation/Management codes-ICD-10 codes), lab tests for the virus, and vaccine administration for the uninsured patients. Contractor will validate providers.
 - Systems leveraged for this program are hosted by the contractor.
 - The payment for the in vitro diagnostic product as well as lab processing cost related to the provision of any FDA approved coronavirus testing will be covered and paid at generally Medicare National Rates with no adjustments based on locality. Exceptions may occur when Medicare does not publish a national rate and the contractor will utilize regional rates set by Medicare Administrative Contractors. Healthcare

- Common Procedure Coding System (HCPCS) shall be used to determine fee for covered services.
- The payment for testing costs related to COVID-19 will be covered, regardless of the result, and generally paid at Medicare National Rates using the following CMS codes:
 - Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
 - For antibody testing and testing-related services to be eligible for reimbursement, claims submitted for testing-related visits rendered in an office, urgent care or emergency room or via telehealth setting must include one of the following procedure codes:
 - 86318 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip).
 - 86328 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip); severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
 - 86769 – Antibody; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
2. Testing Codes Independent Labs. For testing to be eligible for reimbursement billed by an independent lab, claims submitted must include one of the following diagnosis codes:
- Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
3. In addition, single line item claims for the following procedure codes with any diagnosis will also be eligible for reimbursement:
- COVID-19 tests: U0001, U0002, U0003, U0004, 87635, 87426.

- Antibody tests: 86318, 86328, 86769.
 - Specimen collection: G2023, G2024.
4. For services related to treatment to be eligible for reimbursement, claims submitted must meet the following criteria:
- The COVID-19 diagnosis code must be the primary diagnosis code submitted. The only exception is for pregnancy (O98.5-), when the COVID-19 code may be listed as secondary.
 - COVID-19 diagnosis code for dates of service or dates of discharge prior to April 1, 2020 (see recent guidance (<https://www.cms.gov/files/document/MM11764.pdf>) for additional information):
 - B97.29 – Other coronavirus as the cause of diseases classified elsewhere COVID-19 diagnosis codes.
 - COVID-19 diagnosis code for dates of service or dates of discharge on or after April 1, 2020:
 - U07.1 – 2019-nCoV acute respiratory disease.
 - Additional codes may be added for reimbursement after discussion and approval by HRSA policy team. Contractor will not be validating that an order for or administration of an in vitro diagnostic product was made in order to process the claim for the health care provider office visit, urgent care center visit, or emergency room visit.
 - For Office visits (in-person and telehealth), emergency room, urgent care visits, payments will be made to providers based on the Medicare Physician Fee Schedule National Medicare amount for Evaluation and Management Healthcare Common Procedure Coding System (HCPCS) codes, with no adjustments based on locality.
5. Vaccine administration fees will be priced based on Medicare rates, including if Medicare raises the rate. Current reimbursement rates are outlined below:
- Administration of a single-dose COVID-19 vaccine (0031A) - \$28.39.
 - Administration of the first dose of a COVID-19 vaccine requiring a series of two or more doses (0001A, 0011A, 0021A) - \$16.94.
 - Administration of the final dose of a COVID-19 vaccine requiring a series of two or more doses (0002A, 0012A, 0022A) - \$28.39.
 - There may be no numeric patient identifier submitted therefore, insurance status (uninsured) will not be validated or verified. But provider attestation will be required.
 - An overpayment recovery process that will begin 1 year after the contract begins.
 - Utilization thresholds shall be discussed with HRSA to identify potential outliers for the number of services per provider per day through a post-payment analytics.

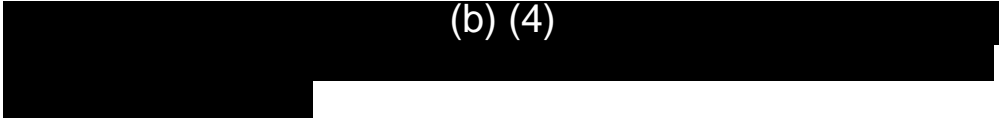
- Patient Verification Assumptions for Claims.
- Required fields for electronic data interchange (EDI) and Paper claims (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Required fields for electronic data interchange (EDI) and Paper claims (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Health care provider attestation.
 - Name (First & Last).
 - Date of Birth.
 - Gender.
 - Patient Account Number.
 - Date of Service.
 - The providers shall also provide in the claims submission.
 - Last 4 digits of the patient’s SSN if the provider has it.
 - Middle Initial/Name.
 - Address.
 - Patient date of birth.
 - Provider Verification Assumptions Contact center will ask for the following to validate providers who call into the call center.
 - Name (First & Last).
 - NPI.
 - TIN.
- Contractor shall not make payments directly to patients.
- Contractor shall perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance before payment.
- Contractor shall not be handling any special claims processing (e.g. adjustments, reconsiderations).
- Handwritten claims will not be accepted for processing.
- EDI files will only receive an Electronic Data Interchange 999 acknowledgement transaction, the Electronic Data Interchange 277CA (claims acknowledgment) shall be generated (Not required by HIPAA).
- One contract ID code will be used for uninsured COVID-19 claims.

- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- Leverage clearinghouses that contract may have existing relationships with to accept electronic data interchange claims, rather than requiring each individual provider to enroll in electronic data interchange directly with contractor.
- Contractor will use contractor bank as the banking entity.

6. Claims Processing

- The microsite is the source of truth for all detail and guidance related to the testing, treatment, and vaccine administration for the Uninsured Program, including applicable coding and fee schedules for claims processing.
- If the contractor denies the claims after pre-processing, the provider should not resubmit the claim because all claim decisions are final; however, corrected claim submissions are not rejected from processing.
- A claim may be adjusted if it is determined that the claim was originally processed incorrectly, or Medicare has issued a retro-active change.
- Perform prepayment verification of patients' insurance status when a valid social security number is provided, to determine their eligibility by checking if the patient has healthcare coverage during the date(s) of service. The contractor will not issue a temporary member ID if valid health insurance coverage is found for the patient during the date(s) of service. The contractor completes an eligibility verification check of patient(s) to identify changes in eligibility that occurred after the request for payment was processed.

7. Payment Integrity

-  (b) (4)
- The contractor shall initiate discovery and requirements gathering, post-award, to conduct a feasibility assessment, develop a solution and propose a schedule and a price to implement and operationalize fraud detection for claims processing.
- To support patient verification using deceased patient information at the time of service, the contractor will be provided a file containing the deceased patients, including agreed upon identifiers, and corresponding date of death at a to be determined cadence. This file will be utilized to compare the date of service (DOS) and the date of death (DOD) upon receipt of patient roster upload via the portal and during the retrospective eligibility check process.
- If the requirement to have a valid social security number to determine patient

eligibility the contractor would incorporate that requirement into its existing processes. The contractor would conduct requirement gathering meetings with HRSA and develop a project plan with a timeline to implement the process.

8. Provider Communications

- Updates or content posted on the contractor-maintained education portal may also need to be published to the government website. Those changes, such as FAQs, on the government site are the responsibility of government marketing and communications team.
- Deployment of any social media content developed by the contractor, in collaboration with government will be executed by the government marketing and communications team.
- The contractor will leverage existing capabilities of the currently developed educational and testimonial videos when developing any new videos per the government's request. The contractor will work with the COR to assess feasibility, schedule, cost and impact if new capabilities are required for developing videos that COR requests.

9. Reporting:

- All reports and data-files will be delivered through (b) (4), secured-email or via Secure File Transfer Protocol (SFTP).
- No significant changes will be made to the layout, format, or cadence of the daily and weekly reports.
- Support for up to one (1) ad hoc report each month for the period of performance (POP).
- The contractor will work with the COR on developing and scheduling the change to add race/ethnicity to the weekly data files. This information is not currently being collected for uninsured patients, the updated weekly data files will include this information only for new patients after this change is implemented.

10. Audit Requests:

- Support for up to four (4) audit/data requests per month in the Base Period and up to three (3) audit/data requests per month in Option Period One and Two, each requesting data for up to ten (10) providers.
- COR and OIG will utilize the reports delivered to first to obtain the necessary information before submitting an audit/data request to the contractor.
- Turn-around time to fulfill each audit/data request can be up to three (3) weeks.
- Support up to one (1) Office of Management and Budget (OMB) A-123 audit per year.
- Contractor will support up to one data-pull, development of one report and attend one meeting for up to two (2) hours for each TIN investigation. If more than one data-pull, report or meeting is required for the same TIN investigation, subsequent requests will be counted as additional TIN investigations towards the total number of TIN

- investigations conducted by the contractor during each contract period.
- The Contractor will support OIG interview requests by participating in one (1) meeting up to two (2) hours. If more than one meeting is required for the same OIG request. Additional number of units may be exercised as needed. Subsequent research and data requests resulting from the OIG interview will count towards the total number of TIN investigations conducted by the contractor during each contract period.

11. 1099 Processing

- Contractor will not support Puerto Rico reporting (Form 4806-SP/Form 1042-S).
- If a provider has previously established an account with the contractor and elected to receive electronic copies only, they will not receive a mailed copy.

III. Tasks

Task 1 – Records Management

The contractor shall:

Manage and maintain Federal records, including electronic records, ensuing from this contract in accordance with all applicable records management laws and regulations, including but not limited to:

- The Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33); 36 CFR,
- 1236.20 “What are appropriate recordkeeping systems for electronic records?”, and
- 1236.22 “What are the additional requirements for managing electronic mail records?”

(<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=36:3.0.10.2.25>);

- NARA Bulletin 2013-02, August 29, 2013, “Guidance on a New Approach to Managing Email Records”

(<https://www.archives.gov/records-mgmt/bulletins/2013/2013-02.html>); and

- NARA Bulletin 2010-05 September 08, 2010, “Guidance on Managing Records in Cloud Computing Environments”

(<http://www.archives.gov/records-mgmt/bulletins/2010/2010-05.html>).

Managing the records includes, maintaining records to retain functionality and integrity throughout the records’ full lifecycle including: (1) maintenance of links between records and metadata, and (2) categorization of records to manage retention and disposal, either through

transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Task 2 – Records Management Training

The contractor (and/or subcontractor) shall ensure that all employees having access to (1) Federal information or a Federal information system, or (2) personally identifiable information (PII), complete the HHS Records Management Training before performing work under this contract, and thereafter completing the annual refresher course during the life of the contract.

The training is located at

https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html. At the end of the Records Management training, the “Congratulations” slide is considered your certificate of completion. Please send the completion certificates to the Contracting Officer Representative (COR) of the contract. The listing of completed training shall be included in the first progress report. Any revisions to this listing as a result of staffing changes shall be submitted with next required progress report.

Task 3 – Contract Administration

This task details the contractor’s responsibilities for managing the overall contract performance, personnel, project planning, and project scheduling.

Task 3.1 – Program and Project Management

The contractor shall:

- Be responsible for efficient and effective Uninsured Program and Project Management.
- Establish and maintain program and project objectives and priorities consistent with overall program guidance and direction provided by HRSA. Responsibility for overall direction and administrative support for execution of HRSA program guidance for program project work will fall under the direction of the contractor’s Project Manager. Submit Program/Project Management Plan to COR.
- Establish and maintain the process for the claims reimbursement workflow with an end-to-end process.
- Meet Reporting and analytics requirements for claims processing.
- Program Management activities include:
 - Management of personnel.
 - Establishment of processes and procedures for effective operations and contract management.
 - Management of subcontractors as appropriate.
 - Establishment of effective communications and reporting procedures with HRSA.

- Financial management of the contract.
- Provision of full systems life cycle project management support for new and existing system functionality.
- Overall scheduling and resource management to minimize the risk of scheduling conflicts.
- Management of system testing.
- Risk management; document control.
- Other project management tasks necessary to successfully meet or exceed the requirements of this contract.

Task 3.2 – Single Point of Contact

The Contractor shall:

- Provide a single point of contact for the management of all aspects of this contract to the Contracting Officer Representative (COR). The point of contact shall be responsible for ensuring that the services and deliverables required by HHS/HRSA are provided in accordance with the contract.

Task 3.3 – Kickoff Meeting

The Contractor shall:

- Meet with the COR and other HHS/HRSA representatives within ten (10) business days of the effective date of the contract (EDOC) to discuss all current activities and the scope of work. One (1) day prior to the kickoff meeting, the contractor shall provide an agenda for the meeting. At the kickoff meeting, the contractor shall discuss project timeline, review scope and assumptions, projects guiding principles, contact information of key personnel, and proposed communication schedule/plan.
- Submit detailed minutes of the meeting to the COR within one (1) week.
- The objectives of the kickoff meeting are to:
 1. Initiate the communication process between HHS/HRSA and the contractor.
 2. Review scope and assumptions as outlined in the proposal to ensure alignment on the work, deliverables, and outcomes and ensure the contractor understands the expectations of key stakeholders regarding the scope of work and the effort.
 3. Review communication approach and ground rules.

Task 3.4 – Update Meetings

The Contractor shall:

- Chair semi-weekly conference calls with the COR and HHS/HRSA representatives, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda

with action items and any corrections within 24 hours of the meeting.

- Provide project updates at these semi-weekly conference call meetings, and as requested by the COR. Up to four Ad hoc meetings will be scheduled per month as necessary. This is a total of twelve (12) meetings per month.
- Attend biweekly conference calls with the COR to discuss contract management and operations, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda with action items and any corrections within 24 hours of the meeting.

Task 3.5 – Reports

This section identifies the reports the contractor shall provide to meet the performance requirements. The report formats will be agreed upon between the contractor and the COR.

Task 3.5.1 – Monthly Status Reports

The Contractor shall:

- Provide the COR, PPM and other stakeholders a Monthly Status Report for each monthly reporting period, due on or before the 17th of each month. This report shall contain, as applicable, the following sections:
 - Project description.
 - Activities planned for the upcoming reporting period.
 - Activities performed during the prior reporting period.
 - Progress on deliverables as stated in the Project Management Plan.
 - Project issues and risks that may impact schedule, budget, and/or quality.
 - Provide financial management and reporting, including cost management.
 - Funding status.
 - Performance Metrics.
 - Number of claims reimbursed.
 - The number of attestations and claims reimbursements completed. This list must include information on Provider types and the geographic distribution.
 - The breakdown of testing versus treatment reimbursements.

The contractor will work with the COR on developing and scheduling the addition of the following information to the monthly report:

- The number of attestations and claims reimbursements completed. This list will include information on Provider types and the geographic distribution.

Task 3.5.2 – Weekly Reports

The Contractor shall:

- Provide a weekly report to the COR due on each Wednesday by 6:00 PM (Eastern Time). The Weekly Status Report shall be cumulative and contain key data, such as customer service summary statistics, and reimbursement and return details. The COR may request changes in the data on the weekly report.

Identified Weekly Report Titles:

- Frequency and dollar amount of Testing, Treatment, and Vaccine Administration Found on Claims-Weekly File rolling up Treatment, Testing, and Vaccine Administration by Codes found on Claims.
- Member Rollup-Provider, Member, Treatment, Testing, and Vaccine Administration totals by week.
- Provider Demographic Data-Weekly file for providers, by specialty type) who have submitted claims that week showing their demographics as defined by HRSA.
- Public File Report-Cumulative Report showing all data for Billing Provider at Treatment and Testing Total.
- White House Report-Cumulative Provider, Member, Treatment, Testing, Vaccine Administration and claim roll- up, to ensure the performance of the Uninsured Program.
- Report on types of visits (for example, hospital, inpatient, etc.) broken down by treatment and testing.
- Report on Coverage types. This shall include carriers and be cumulative.
- A Histogram depicting the number of claims submitted. This shall be cumulative.
- Report on uninsured patient demographics, including age, race/ethnicity, gender, and state of residence.

Task 3.5.3 – Daily Reports

The Contractor shall:

- Provide daily status reports to the COR and Uninsured on claims reimbursement as determined by the COR and outlined in the schedule of deliverables.

Identified Daily Reports:

- Daily Executive Email. This shall provide cumulative daily metrics showing:
 - 1) The status and health of the program.
 - 2) Projected and actual reimbursements for testing, treating, and vaccinating the uninsured.
 - 3) The number of claims rejected.
 - 4) The number and dollar amount of payment errors.
 - 5) Payment returns.
 - 6) Possible testing, treatment, and vaccine administration requests in the pipeline (10-14 days out).
 - 7) Number of distinct members (patients) served.

- 8) Number of distinct providers with claims.
 - 9) Number of validated TINS.
 - 10) Number of completed ACH enrollments.
 - 11) Number of submissions without member IDs.
 - 12) Number of members with existing coverage.
 - 13) Heat maps showing providers paid by city, state, and zip code.
 - 14) Heat maps showing claims reimbursed by Provider state.
 - 15) Heat map showing uninsured patients for whom claims were submitted.
 - 16) Heat maps showing uninsured patients' submitted/state population.
- Daily Financial Report. This shall provide a daily payment reconciliation report to the COR and the Chief, Budget Execution and Management Branch that includes cumulative reimbursements to providers for “testing” “treatment” and “vaccine administration” to facilitate the ability of HHS/HRSA to maintain financial control and stay within funding limitations for this program.

Task 3.5.4 – Ad hoc Reports

The Contractor shall:

- Provide twelve ad hoc reports as requested by the COR per year, to ensure the performance of the Uninsured Program.

Task 3.5.5 – Final Reports

The Contractor shall:

- Submit a final report to the COR 30 days prior to the end of the period of performance memorializing the contractor's scope, role, duties, key challenges, risks, decisions, and solutions, and timeline of events. The timeline of events shall be written as a narrative. This report may be a compendium of other deliverables. Submit a final claims reimbursement reconciliation report to the COR.

Task 3.6 – Risk Management

The Contractor shall:

- Create, maintain and submit to the COR a Risk Management Plan by identifying, documenting, analyzing, and prioritizing risks associated with the Uninsured Program. Manage and develop strategies to handle identified risks, and monitor the health of the program throughout its life cycle.

Task 3.7 – Communication and Correspondence

The Contractor shall:

- Include the COR on all correspondence with the Government.
- Send all reports and deliverables to the COR and/or CO and designee.
- Include the COR in all teleconferences/meetings with the Government.
- Send any and all requests for changes, such as modifications to the COR and/or CO.

Task 3.8 – Documents

The Contractor shall:

- Develop and submit the following project management documents to the COR:
 - Visual business workflows for the overall process.
 - Claims reimbursement methodology.
 - Provider support (call center) plan.
 - Systems security and privacy artifacts.

Task 3.9 – Performance and Quality Metrics

The Contractor shall:

Develop and implement contractor performance and quality metrics in the QASP. The COR will evaluate the contractor using these metrics on a weekly basis. HHS/HRSA will require frequent updates on total claims reimbursements to ensure that the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured stays within statutory funding limits.

Task 4 – Provider and Consumer Outreach and Education (POE)

Task 4.1 – Provider Outreach and Education

The Contractor shall:

- Conduct webinars for Outreach and Education up to:
 - Base year: 2 webinars
 - Option year 1: 2 webinars
 - Option year 2: 1 webinar
- Develop testimonial videos up to:
 - Base year: 3 videos
 - Option year 1: 2 videos
 - Option year 2: 1 video
- Support email communications up to
 - Base year: 3.9 million
 - Option year 1: 636,000
 - Option year 2: 363,000

- Deliver education to groups or individuals through the most appropriate media channel such as website materials, emails, teleconferences, etc. All communications materials shall be reviewed and approved by the COR and the HRSA Office of Communications (OC). Materials shall display HHS and HRSA branding. Contractor logo may not be included on these materials.
- Leverage HRSA's existing social media channels: Facebook, Instagram, LinkedIn and Twitter. Videos developed by the contractor shall be provided to HRSA to be placed on existing channels. The contractor shall coordinate with COR and OC on information and education that may need to be disseminated nationally through channels other than the contractor's website. Support up to:
 - Base year: Three testimonial videos
 - Option year 1: Two testimonial videos
 - Option year 2: One testimonial videos
- Teleconference or webinars shall be made available on the contractor's website, or conducted using the contractor's available technology or in collaboration with HRSA Office of Information Technology. Source files for video and graphic shall be provided to HRSA at the end of the contract. Support up to:
 - Base year: Two webinars
 - Option year 1: Two webinars
 - Option year 2: One webinar

Update content on the educational microsite once per week to stay current with changes and updates to the program, including FAQs updates based on feedback being provided by the participants in the program.

- Contractor will ensure HRSA and HHS logos/branding are prominent on all materials developed under the contract. Contractor shall not use its own branding.
- Coordinate with staff within the contractor's other business areas (Electronic Data Interchange and the contact center) to promote internal communication and development of provider education needs, including preventing common billing errors.
- Partner with HRSA on how to respond to inquiries received outside of the contact center.

Task 4.2 – Microsite

The Contractor shall:

- Provide input into the development of a landing page on its website to communicate overall program, FAQ's and provide key links for Health Care Providers to input data necessary for reimbursement of eligible COVID-19 testing, treatment, and vaccine administration claims.

- Develop content to support a provider educational website. The primary audience of the website will be the provider community serving the uninsured across the country.
- Provide up-to-date information on provider billing for COVID-19 related claims for the uninsured and include links to the CDC and other responsible sources for public health updates on this website. Site content shall follow Federal plain language guidelines at <https://plainlanguage.gov/guidelines/>.

Task 4.3 – Stakeholder Communications

The Contractor shall:

- Coordinate external communications related to the work contained in this PWS with Federal stakeholders and professional associations, which includes targeted email messages, promotional toolkits, fact sheets, and videos/graphics, etc.
- Create social media plans and content to address eligible provider concerns in coordination with HRSA and subject to HHS approval.
- Develop and maintain social media outreach plan with accompanying graphic images and messages to help inform eligible providers about the program in coordination with the COR and communications branch and subject to HRSA OC and HHS ASPA approval.

Task 4.3.1 – Respond to Data Requests from Within Federal Government

The Contractor shall:

- Provide data reports (through the designated POC and the COR) to components within Federal Government.
 - Respond to TIN investigation requests:
 - Base year: up to 140 individual TIN investigations
 - Option year 1: up to 120 individual TIN investigations
 - Option year 2: up to 120 individual TIN investigations
 - Respond to A-123 audits.
 - Base year: up to 1 A-123 audit
 - Option year 1: up to 1 A-123 audit
 - Option year 2: up to 1 A-123 audit
 - Respond to OIG interview requests.
 - Base year: 25 interviews
 - Option year 1: 25 interviews
 - Option year 2: 25 interviews
 - Data requests shall be fulfilled within 3 business days of request from the COR. Where circumstances make meeting that deadline unfeasible, notify COR within 2

- business days with the reason(s) for the delay and request new data submission date.
- Urgent data reports shall be fulfilled within 1 business days of request.
 - Written extension is requested and approved by the designated POC and the COR.
 - Some requests may involve data that may be withheld under the terms of the Privacy Act of 1974, as amended (5 U.S.C. ' 552a), the Trade Secrets Act (18 U.S.C. ' 1905), the Freedom of Information Act (FOIA) (5 U.S.C. ' 552), or other applicable laws. For example, any personally-identified or personally identifiable data maintained in the OPTN/SRTR/HRSA Data System of Records, HHS/HRSA/HSB/DoT, No. 09-15-0055, including data maintained electronically, must be disclosed consistent with the Privacy Act and the Systems Routine Uses, outlined in the applicable System of Records Notice (73 Fed. Reg. 19519, as amended).
- Notify through the designated POC and the COR within 3 days of the request if: (1) the data are not collected and/or available; (2) release of the data violates the Privacy Act or applicable laws; (3) the use of the data is not sufficiently valuable to warrant a large scale expenditure of time and effort; or (4) the data and information are otherwise exempted from disclosure under the FOIA, when applicable.
 - Data requests from within the Federal government shall be given the highest priority of all data requests.
 - Track the number of routine and complex data requests from inside the Government and report this information in the quarterly progress report.

Task 5 – Eligibility and Provider Reimbursement Terms and Conditions Attestations

Task 5.1 – Provider Portal

The Contractor shall:

- Per HRSA guidance and direction, develop, implement and maintain a portal based on program requirements to allow healthcare providers to confirm and/or submit data required for ACH transactions, attest to the terms and conditions of the Uninsured Program and submit provider and patient rosters for validation to program guidelines.
- Configure the portal so that it can be closed, once funding thresholds are met.
- Retain all data and provide reports with specific factors as determined by the COR including cross referencing providers attestations and submissions with claims reimbursement data. Perform retrospective review of claims reimbursements to ensure that Providers' attestations were compliant with their patients' defined uninsured status.
- Maintain the integrity of the original provider records.
- Establish and maintain the process for providers not currently enrolled with contractor to register on the contractor's program portal.

- Establish and maintain process for providers to set up a bank account with contractor's designated bank for electronic reimbursement of claims submissions. Maintain a list of the providers that have been required to register with such bank.

Task 5.2 – Patient Eligibility Verification

The Contractor shall:

- Review Provider Attestation Documents to determine whether the provider submitted the required information. NOTE: The parties agree that the provider and not the contractor is responsible for the accuracy of the information provided.
- Perform prepayment verifications of patients' insurance status.
- For individual(s) (patient(s)) where eligibility is determined, issue temporary member IDs for the use of claims submissions and processing.
- Establish and manage a process for reconsideration of eligibility for providers who have received a denial of eligibility based on insurance coverage found for submitted individual(s) (patient(s)).

Task 6 – Electronic Claims Intake and Data Interchange

The Contractor shall:

- Set up an electronic system for eligible providers to submit COVID-19 837 claims for testing and treating uninsured individuals.
- Implement a system of edits at the EDI gateway or where applicable to identify claims not meeting program eligibility or reimbursement guidelines resulting in rejection of non-compliant claims.
- Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim
- Be able to mask the data extract file to avoid PII intake.
- Establish a reimbursement management system.
- Establish and control reimbursement requests, chain of custody, and money transfer workflow.
- Implement controls to ensure reimbursement transfer accuracy.

- Recommend and establish processes to ensure reimbursement integrity and improve efficiencies.
- Provide a reimbursement system that manages all financial transactions, such as:
 - Interface with the bank.
 - Accept wire transfers.
 - Return any returned funds to HHS on a weekly basis.
- Disburse claims reimbursements daily, Monday through Friday, with the exception of any Federal Reserve Bank holidays.

Task 7 – Claim Processing

The Contractor shall:

- Process claims billed
 - Base year: Up to 42,862,928
 - Option year 1: Up to 7,000,000
 - Option year 2: Up to 4,000,000
- Auto-adjudication rate of claims
 - Base year: 98%
 - Option year 1: 98%
 - Option year 2: 98%

Task 7.1 – Claim Adjudication

The Contractor shall:

- Send provider (including billing agents or clearing houses, acting on behalf of the provider) claims to a collection point that houses preprocessing functionality before entry into the adjudication systems.
- Accept claims that meet eligibility requirements (are for covered services, during established dates of service submitted by eligible provider(s) contain patients that have been submitted via the attestation process and are not reimbursable by other insurance).
- Perform a coordination of benefits for individuals with limited or supplemental Medicaid coverage.
- Perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance
- Provide HRSA with adjudicated claims upon request.

Task 7.2 – General Claims Processing

The Contractor shall:

- Establish and maintain written process that will be shared with the COR that outlines the contractors claims verification process to ensure that claims are accurate and meet all eligibility requirements as indicated in HHS policies and regulations. To include verification of the following:
 - Appropriate Diagnosis/Code (a COVID-19 diagnosis).
 - Provider Eligibility.
 - Verify the Providers status using the following lists (and other identified sources):
 - Office of Inspector General's List of Excluded Individuals/Entities (LEIE).
 - CMS Medicare Revocation List.
 - CMS Medicaid Termination List.
 - CMS Compliance Holds.
 - Notify the COR and appropriate HRSA Team in writing immediately, in the event that a provider that is on either of the above lists has been reimbursed.
 - Submit monthly report to COR that includes providers with claims held due to OIG concerns.
 - Establish and maintain a written retroactive claim verification process that will be used to validate the above information.
 - Patient Eligibility.
 - Verification of Patients Insurance Status.

See price schedule under Section B.2 for payment quantities.

Task 7.3 – Back-End Processing

The Contractor shall:

- Perform a back-end processing to close out and verify claims payments. Reconfirmation of each claim's eligibility after 30-days, 60-days, and 90-day to review for improper payments.
- Provide a report to HRSA every two weeks identifying overpayments or improper payments.
- For claim overpayments the contractor shall off set future claims to correct the overpayments.

Task 7.4 – Remittance Advice

The Contractor shall:

- Generate timely and accurate payment and delivery of Electronic Remittance Advices (ERAs) and make ERAs available to providers.

Task 8 – Financial Management and Claims Reimbursements

The Contractor shall:

- Process claims paid
 - Base year: Up to 29,488,437
 - Option year 1: Up to 3,000,000
 - Option year 1: Up to 1,000,000

Task 8.1 – Claims Reimbursement

The Contractor shall:

- Distribute claim reimbursements to eligible providers based on verified and adjudicated testing and treatment claims submitted through contractor’s EDI gateway.
 - The reimbursements shall be based on required diagnoses, coding, dates of service, provider and patient information, providers are required to enable an ACH Account as part of the Uninsured project to facilitate payment.
 - The contractor’s Bank shall use this information to make ACH payments to providers who have performed COVID-19 testing, treatment, or vaccine administration on behalf of uninsured patients.
- Use the approved Wire Transfer Instructions and execute the Wire Transfer Instructions using an FDIC-protected Bank Account (“Bank Account”) as described in the Tripartite Agreement among the parties.
- Validate that the funds have been received in the contractor’s bank account.
- Maintain a record of the claims reimbursed to eligible providers, broken down by testing, treatment, and vaccine administration and submit this “FedFile” on a daily basis to the HRSA finance team as coordinated by the COR.

Task 8.2 – Reimbursement System

The Contractor shall:

- Establish and maintain a reimbursement system that shall distribute reimbursements to

Healthcare Providers serving the uninsured using its existing systems.

- Send a funding request to the COR and the HRSA Office of Budget and Finance for approval and funds certification daily. The funding requests shall be for the total funds required for claims reimbursement payments pending distribution to providers.
- After receiving confirmation from HRSA’s Administrator, HRSA Office of Budget and Finance will review and approve the funding request. HRSA Office of Budget and Finance will process the funding request through UFMS to the Treasury.
- The Treasury will deposit the funds into the bank account per the payment date on the HHS calendar.
- Funding requests shall include the gross payment total for the program, the contractor EIN associated with the program bank account, the contractor’s legal business name, and the date of the request.
- Identify the reimbursements as “testing”, “treatment”, or “vaccine administration” within 24 hours of the request so that those specific funds, CANs, and appropriations will be tracked and expended.
- After reimbursements are sent via electronic funds transfer to Healthcare Providers, process any rejections, failed transactions and payment errors arising from the reimbursements and provide this data to the COR within 72 hours, or as soon as possible given the nature of the rejection.
- As determined by the COR or designee, the contractor’s Provider Services team shall contact providers to obtain corrected ACH information.

Task 8.3 –Return Payments

The Contractor shall:

- Establish and maintain a process for return of over-payment and other forms of non-acceptance or return by the Providers and submit this process to the COR.
 - Implement the agreed upon process.
- Return overpayments returned by healthcare providers to HRSA per Treasury instructions.
- Manage, maintain and report reimbursement over-payments and status of returns through weekly file submission to Uninsured Program Team and COR. Review with Uninsured Program team twice monthly.
- Maintain an auditable system of records for all claims reimbursements.

- Maintain auditable funds control and management of all deposits and transactions.
- Have quality assurance and payment integrity capabilities and use Contractor defined processes to ensure reimbursements are processed accurately and without duplication. Submit the process to the COR.
- Have reporting capability consistent with Reporting requirements of this program for claims reimbursement transactions and audits, and shall comply with all HHS/HRSA Security requirements.

Task 8.4 – Approved Bank Account

The Contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions in accordance with the Tripartite Agreement.
- Establish and Maintain bank account for the Testing and Treatment for the Uninsured Program (the “Bank Account”) with accounting and reporting to reflect the actual testing vs treatment reimbursements.
 - Return any and all interest gained on net balances in the account to HRSA via wire transfer on a monthly basis.
 - Provide account safeguards, monitoring and access controls to Unrelated Testing and Treatment related financial transactions.
- Use the Bank Account to process and make claims payments.
- Submit a monthly utilization report to the COR to validate the total monthly utilization for the account.
- Coordinate with contractor affiliates to maintain a lockbox to receive payments from providers, if needed.
- Complete, sign, and send a form to HRSA’s Office of Budget and Finance (OBF) and HHS’s Program Support Center (PSC) to establish and maintain a vendor account (also known as supplier site) in the UFMS system that identifies contractor’s bank account. Treasury shall deposit funds into the bank account during each payment cycle.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance. Non-zero balances may be necessary for managing obligated funds to cover electronic funds payments in process.
- Return surplus funds received from providers to HHS on a daily basis or otherwise

determined by the COR. Returned funds shall include the principal, interest, total amount, total count and allowance.

- Submit a final claims reimbursement reconciliation report to the COR within 2 weeks of the contract close out and return any unobligated funds

Task 8.5 – Financial Management and Reporting

The Contractor shall:

- Provide documentation annually to the HRSA’s Office of Provider Support (OPS)/Division of Data Analytics and Program Integrity for A-123 assessment demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.
- Have the required accounting, logical partitions, firewalls, and funds control capabilities to ensure that all Treasury deposits and financial transactions are managed, maintained, and reported separately in a bank account.
- Establish and maintain payment integrity plan that ensures internal contractor controls comply with the A-123 assessment to implement appropriate cost-effective management controls for results-oriented management; assess the adequacy of management controls; identify deficiencies; take corresponding corrective action, and report on management of those controls.

Task 8.5.1 – Financial Accounting System

The Contractor shall:

- Host the financial accounting systems responsible for processing and reimbursing claims.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of millions of claims reimbursement records.
- Secure reporting and file transfer capabilities.
- Secure interface with other HHS/HRSA internal systems and external systems such as US Treasury.
- Ensure disaster recovery capabilities.
- Operate and maintain the financial accounting system.
- Secure routine execution of claims reimbursement files.

- Secure processing and storage of payment records per HHS/HRSA records retention requirements.
- Secure reporting and file transfer capabilities.
- Secure interface with other internal systems and external systems such as US Treasury; and Disaster recovery capabilities.
 - Provide HRSA's Director, Division of Financial Policy and analysis and contract COR with a daily extract of financial data from contractor's financial accounting system.
 - Provide a scheduled banking data file(s) as necessary from the financial accounting system that provides details of all financial transactions, commitments, obligations, returns, and originated ACH, re-issued, flagged for stop payment, cashed, etc. with the fields and columns determined by HRSA financial oversight designee.
 - Provide a secure file transfer process.
 - Coordinate with and provide the approved file structure, data elements, data dictionary, etc. to the HRSA financial oversight designee.
- Reconcile the reimbursement files with the actual reimbursements made for testing and for treatment to ensure the reimbursements can be tied back to the initial funding request and the appropriate Legislation and accounting CANS.

Task 8.5.2 – Accounting System Database

The Contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine execution of payment files.
 - Secure processing and storage of millions of payment records.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HHS internal systems and external systems such as US Treasury.
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine execution of payment files.
 - Secure processing and storage of payment records per HHS records retention requirements.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other CMS internal systems and external systems such as US Treasury.
 - Disaster recovery capabilities.

- Participate in workgroup sessions facilitated by HRSA and collaborate with Integrated Resources Management System (IRMS) vendor to document the technical and business requirements for the IRMS system's connectivity with contractor accounting system.
- Provide a daily incremental extract file from the banking system to HRSA's Director, Division of Financial Policy and Analysis by 1:00 PM (ET) that provides details of all financial reimbursement transactions, including payment date, amount, TIN, customer name, testing amount, treatment amount, and total amount.
 - Establish and maintain a trusted and secure file exchange process between UHG and HRSA's IRMS.
 - Specifics of the file structure, data elements, data dictionary, etc., to be provided to COR and financial oversight designee after initial kickoff meeting with contractor.

Note: IRMS is financial data warehouse managed by HRSA to collect and store financial commitments, obligations and disbursements, and is used by Agency staff to verify the status and availability of funds, support internal controls testing, and other enterprise risk management activities.

Task 8.5.3 – Claims Reimbursement Files

The Contractor shall:

- Work with COR and HRSA project staff to establish and maintain a standardized reimbursement file format.
- Ensure each claims reimbursement file has an ACH as necessary.
- Track each claims reimbursement file distribution amount, ACH addenda record.
- Review the claims reimbursement file for quality controls.
 - Ensure each provider payment has a TIN.

Task 8.5.4 – Reimbursement Requests

The Contractor shall:

- Process ACH transactions for TINs/Providers registered in UHG/Optum Pay system or HHS wire through Optum Bank ACH, up to:
 - Base year: 636,000 ACH transactions
 - Option year 1: 64,000 ACH transactions
 - Option year 2: 21,000 ACH transactions
- Send a reimbursement request to the COR for approval and funds certification prior to the

initiation of a transfer to the contractor's Bank Account.

- The reimbursement requests shall provide the total funds requested. Funds are to initiate transfers to contractor's designated bank account for HRSA's Uninsured Program. Upon receipt, contractor's bank will release the corresponding ACH reimbursements to health care providers serving the uninsured for COVID-19 claims for testing, treatment, and vaccine administration services.
- The reimbursement request shall include, the contract number associated with the program, the contractor's legal business name, and the date of the request. Additional documentation to support the claims reimbursement may be requested by the COR

Task 8.5.5 – Patient Verification

The Contractor shall:

- Review Provider Attestation Documents.
- Perform prepayment verifications of patients' insurance status.
- Use other health information and deceased patient information at the time of service.
- Implement retrospective verification of patients' insurance status 90 days after claim payment to confirm eligibility at the time of claims submission.

Task 8.6 – Payment Returns and Recovery

The Contractor shall:

- Provide post-pay support for Payment Integrity (includes (b) (4) (b) (4) for up to:
 - Base year: 222,000 claims
 - Option year 1: 22,000 claims
 - Option year 2: 7,000 claims
- Develop and maintain a process to handle funds returned by providers. The contractor will receive the returned funds from the provider, reconcile the funds returned between the treatment and testing funds, and allocate funds back to the source account(s), as appropriate.
- Develop and maintain a process to identify an overpayment to a provider, offset the overpayment against a future claim by the provider of the overpayment, reconcile the recovered overpayment against the treatment and testing funding, and allocate funds back to the treatment or test funding, as appropriate.
- Provide HRSA with aggregate list of providers with over payment who stopped billing

for a period of 30-days after being identified as having received overpayments. Submit this process to the COR.

- If funds are exhausted, contractor will identify and send a report of all open overpayment inventory to the COR. HRSA will direct contractor to pursue collection of the overpayment from the eligible provider and return recovered overpayments to HRSA.
- Assist HHS/HRSA in recovering funds from identified providers via offset against future program payments or repayments.
- Develop a methodology or procedure to recover claims reimbursements, including: contacting the provider, bank returns, letter of identification, issuing demand letters, etc.
- Include an adjustment flag within the daily incremental extract file that identifies the provider, TIN, amount, etc., for all return transactions,

Task 8.7 – FPLP Withholding to Payments

The Contractor shall:

- Ensure that all payments are subjected to FPLP or non-tax debt withholding in accordance with Treasury policy and procedure.
- Construct an extract file of the reimbursement information file including legal business name and TIN.
- Send the extract file to the Treasury to match against the debt database.
- Receive a match file from to the Treasury for any payee with outstanding tax or non-tax debt.
- Offset payment to the payee in accordance with the Treasury withholding requirements and send offset file to the Treasury with the debt amounts withheld.
- Receive an acknowledgement file from the Treasury.
- Forward all FPLP withholdings to the Treasury within 10 business days.
- Ensure that the payment remittance advice is designated with the appropriate reason code for the FPLP withholding.

Task 8.8 – IRS 1099s to Payees

The Contractor shall:

- Process unique 1099s up to:
 - Base year: 225,000
 - Option year 1: 22,000
 - Option year 2: 7,000
- Prepare and send IRS 1099-MISC, in accordance with IRS regulations (<https://www.irs.gov/newsroom/frequently-asked-questions-about-taxation-of-provider-relief-payments>), no later than January 31st to all payees that received payments during the prior calendar year.
- Send the electronic 1099 file with this information to the IRS in accordance with the IRS reporting deadline.

Task 9 – Provider Call Support

Task 9.1 – Customer Service

The Contractor shall:

- Establish a Customer Service Program to respond to provider inquiries and educate providers about the Uninsured Program. The contractor’s Customer Service Center serves as the primary point of contact with the providers needing Uninsured program support on a day to day basis.
- Provide customer service:
 - Provide Call Center Services from 8:00am to 8:00pm ET to respond to provider telephone inquiries.
 - Establish the infrastructure to adequately support call volume. Support up to:
 - Base year: 204,000 calls
 - Option year 1: 34,000 calls
 - Option year 2: 19,000 calls
 - Respond to provider telephone and email (for off hour inquiries) inquiries promptly, clearly, and accurately.
 - Coordinate HHS/HRSA on response plans for external correspondence.
 - Maintain a high level of provider service and satisfaction through good communication and relationships with providers.
 - Train and prepare call center staff to receive and respond to calls from health care providers regarding testing, treating, and vaccinating the uninsured.
 - Define FAQ scripts using the available information including talking points and manager talking points, Q&A, train call center staff, and develop a plan to train to interface with the Providers.
 - Monitor provider contact centers as needed to ensure satisfactory quality and performance standards are met for all PCC telephone inquiries.
 - Provide Federal Telecommunications Services (FTS) lines for toll-free access to the

- customer support service.
- Meet the requirements for the Americans with Disabilities Act (ADA).
 - Develop and update efficient protocols, SOPs, and training manuals for referring, tracking and monitoring user requests. Protocols, SOPs, and training manuals shall be made available to the COR anytime upon request.
 - Support eligible provider inquiries related to technical issues, such as Attestation and accessing microsite/portal.
 - Establish and maintain a defined internal escalation and issue tracking process with input from HRSA to review and respond to questions and to transfer escalated issue to HRSA to support resolution. Submit this defined process to the COR within 30 days of EDOC.

Task 9.2 – Email

The Contractor shall:

The Uninsured Program receives a variety of documents via email. All emails must comply with the HHS Visual Style Guide and HHS logo policy.

- Establish, operate and maintain email operations.
- Manage the inventory of all the forms and templates incoming and outgoing correspondence.
- Track and electronically store any and all information related to outgoing and returned email correspondence.

Task 10 – IT Services

Task 10.1 – Software

The Contractor shall:

- Manage contractor provided software resources and for coordinating with other program systems (e.g. JIRA, etc.) to perform the activities of the COVID-19 Uninsured Program.
- Provide resources to support operations and corrective maintenance of supporting software.
- Provide a demo and screenshots of each provider facing system after each system change to the COR.
- Provide both emergency and routine system support as needed.
- Ensure all contractor owned contractor operated (COCO) and commercial off the shelf software (COTS) software is maintained, patched, and updated to maintain the security baseline.

Task 10.2 – Software Quality Control and Systems Development Management Plan

The Contractor shall:

- Use its existing systems and processes regarding maintenance and changes to its Software and Systems including processes consistent with FDIC regulations.

Task 10.3 – Secure Data Transfer

The Contractor shall:

- Provide a secure method to send and receive sensitive data files, the point of contact for sending and receiving all sensitive files is the COR or COR designee.

Task 11 – Support for Program Operations

Task 11.1 – Compliance

The Contractor shall:

- Adhere to the contractor's code of conduct, as a guide to principles of ethics and integrity, directing acceptable and appropriate business conduct by the company's employees and contractors. The code of conduct establishes expectations of organizational culture that encourages ethical conduct and a commitment to compliance. The code of conduct also establishes the importance for all employees to understand their role in achieving compliance; all employees are accountable to understand the laws, regulations, contractual obligations, and company policies that apply to their specific area.

All contractor employees are required to report suspected or known non-compliance in accordance with company policies and procedures. Contractor employees are required to attest to the code of conduct upon hire and annually thereafter.

- Establish and maintain strategies to ensure that healthcare providers receiving reimbursements submit all required information and complete all attestation actions as required by law and policy per HRSA guidance and direction.
- Provide user and technical support services related to attestation compliance.
- Provide support to evaluate cases involving complex policy questions or business rules.
- Obtain additional information, as necessary, from appropriate providers to assist in resolving compliance, policy, and program integrity issues.

Task 11.2 – Research and Data Support

The Contractor shall:

- Maintain and improve the integrity and accuracy of the data reported to the Uninsured program. The contractor shall use a secure method to send and receive data.
- Coordinate all reporting, research, data support and data requests through the contractor single point of contact and COR.
- Assist with agreed upon specific projects related to preparation of data files, statistical analysis of research data, and other projects related to research efforts. Assist with agreed upon specific projects related to ad-hoc data requests, data integrity efforts, data extracts, and other data-related projects that support the Uninsured Program.
- Maintain a log of all reports and Ad hoc data requests. The log shall include the requestor, report purpose, request date, delivery date, and any relevant comments/notes. Provide this log electronically to the COR once per month.
- Retain records and documentation of all authorized changes to the data including the HHS/HRSA official who authorized the change, the dates and the details of the data before and after the changes were made for each payment file.
- Proactively identify data anomalies and work to help HRSA improve the reliability and integrity of the data:
 - Identify and reduce duplicate reports and improper report types (e.g., corrections vs. revisions).
 - Identify and consolidate multiple reports for the same action.

Task 12 – Baseline Security Requirements

A. Applicability. The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

1. Access (Physical or Logical) to Government Information: A contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
2. Operate a Federal System Containing Information: A contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

3. Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

Protect government information and information systems in order to ensure:

- Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - Availability, which means ensuring timely and reliable access to and use of information.
4. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location per FAR clause 52.239-1, Privacy or Security Safeguards. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.
5. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
6. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

B. Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C, at <https://csrc.nist.gov/publications/detail/sp/800-60/vol-2-rev-1/final> and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality: Low Moderate High
 Integrity: Low Moderate High
 Availability: Low Moderate High
 Overall Risk Level: Low Moderate High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

No PII Yes PII

C. Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

D. Controlled Unclassified Information (CUI). CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

1. Marked appropriately;
2. Disclosed to authorized personnel on a Need-To-Know basis;
3. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
4. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

E. Protection of Sensitive Information. For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.

F. Confidentiality and Nondisclosure of Information. Any information provided to the contractor

(and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor officer or employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and HRSA policies. Unauthorized disclosure of information will be subject to the HHS/HRSA sanction policies and/or governed by the following laws and regulations:

1. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
2. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
3. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

G. Internet Protocol Version 6 (IPv6). All acquisitions using Internet Protocol shall comply with FAR sections: FAR 7.105(b) (5), FAR 11.002(g), and FAR 12.202(e).

H. Government Websites. All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

I. Contract Documentation. The Contractor shall use HRSA-provided templates, policies, forms and other documents to comply with contract deliverables as appropriate.

J. Standard for Encryption. The Contractor (and/or any subcontractor) shall:

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and HRSA-specific encryption standard requirements. Maintain a complete and current inventory of all laptop

computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).

4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2 at <https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>. The Contractor shall provide a written copy of the validation documentation to the COR prior to the EPLC Design Readiness Review (DRR).
5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

K. Contractor Non-Disclosure Agreement (NDA). Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the HRSA non-disclosure agreement (Attachment F), as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

L. Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA) – The Contractor shall assist the HRSA Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.

1. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the HRSA SOP or designee with completing a PIA for the system or information within 60 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
2. The Contractor shall assist the HRSA SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

M. Training.

1. Mandatory Training for All Contractor Staff. All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/HRSA Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/HRSA Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.

2. **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.
3. **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

N. Rules of Behavior

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, the HRSA Information Technology Rules of Behavior (included in the HRSA Information Security and Privacy Awareness Training), and any applicable system-level rules of behavior.
2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual HRSA Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable.

O. Incident Response

1. FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.
2. A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII”.
3. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any

subcontractor), the Contractor (and/or any subcontractor) shall:

- a. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- b. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).
- c. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - i. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - ii. Not include any sensitive information in the subject or body of any reporting e-mail; and
 - iii. Encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, HHS, and HRSA incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

P. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for

Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

Roster. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR within 14 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 14 days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

Q. Contract Initiation and Expiration

1. **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HRSA EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).
2. **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within two weeks before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the

Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or HRSA policies.

6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HRSA Clearance Form for Separating Employees and Contractors (Form-419) when an employee terminates work under this contract within two weeks days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

R. Contractor Owned Contractor Operated System Security Requirements.

1. Federal Policies. The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
2. Security Assessment and Authorization (SA&A). A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO 30 days prior to the EPLC Operational Readiness Review (ORR). The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

HRSA's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- a. SA&A Package Deliverables - The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days prior to the ORR to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package:
 - System Security Plan (SSP) – Initial draft version due within 30 days of the EPLC Performance Baseline Review. Final draft due 120 days prior to the Operational Readiness Review. Final version due 30 days prior to the Operational Readiness Review.
 - The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing

Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and HRSA policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- Security Assessment Plan/Report (SAP/SAR) – due 30 days prior to the Operational Readiness Review. The security assessment shall be conducted by HRSA's Security Assessment Team and be consistent with NIST SP 800-53A, NIST SP 800-30, latest revisions, and HHS and HRSA policies. The assessor will document the assessment results in the SAR.

Thereafter, the Contractor, in coordination with HRSA shall assist in the assessment of the security controls annually and update the SAR at least annually.

- Plan of Action and Milestones (POA&M) – due within 7 days after the Security Control Assessment Report is delivered. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and HRSA policies. All high-risk weaknesses must be mitigated within 30 days and all moderate weaknesses must be mitigated within 180 days from the date weaknesses are formally identified, and documented. HRSA will determine the risk rating of vulnerabilities.
- Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, HRSA may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.
- Contingency Plan – due within 120 days prior to the Operational Readiness Review. The Contingency Plan must be developed in accordance with NIST SP 800-34, latest revision, and be consistent with HHS and HRSA policies. The Contractor shall review/update the Contingency Plan at least annually thereafter.
- Contingency Plan Test – due within 60 days of acceptance of the Contingency Plan by the System Owner. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency

Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. The Contractor shall conduct a Contingency Plan Test at least annually thereafter.

- E-Authentication Questionnaire – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

- b. Information Security Continuous Monitoring. Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, and HHS IS2P. The following are the minimum requirements for ISCM:

- Annual Assessment/Review - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by the agreed upon Authorization to Operate (ATO) date.
- Asset Management - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. The inventory information is required to be produced within 30 days of the EPLC Performance Baseline Review. Final version due within 30 days prior to the Operational Readiness Review and reviewed and updated on a monthly basis thereafter. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
- Configuration Management - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security

configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines prior to the EPLC Operational Readiness Review. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.

- Vulnerability Management - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. If externally-hosted and HRSA is unable to directly scan the system/application, the contractor (and/or any subcontractor) shall provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency prior to the EPLC ORR and at least monthly thereafter and upon request.
 - Patching and Vulnerability Remediation - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes:
 - 30 days for Critical and High risk vulnerabilities
 - Critical and High vulnerabilities identified by an application scan are required to be remediated prior to the EPLC ORR.
 - 90 days for Moderate risk vulnerabilities.
 - 180 days for Low risk vulnerabilities.
 - Secure Coding - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
3. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:

- a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
 - b. The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.
 - c. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
 - d. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
 - e. Cooperate with inspections, audits, investigations, and reviews.
4. End of Life Compliance. The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
 5. Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor.

The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:

- a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
- b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS Minimum Security Configuration Standards;
- c. Maintain the latest operating system patch release and anti-virus software definitions;
- d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
- e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
- f. Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

S. HHS FedRAMP Privacy and Security Requirements

The Contractor (and/or any subcontractor) shall be responsible for the following privacy and security requirements:

1. FedRAMP Compliant ATO. Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.
 - a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline at www.FedRAMP.gov. The HHS Information Security and Privacy Policy (IS2P) and HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance further define the baseline policies as well as roles

- and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
- b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
2. **Data Jurisdiction.** The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
 3. **Service Level Agreements.** The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with HRSA to develop and maintain an SLA.
 4. **Interconnection Agreement / Memorandum of Agreements.** The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements / Understanding in accordance with HHS / HRSA policies.

T. Protection of Information in a Cloud Environment

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/HRSA policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of

- permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.
5. The disposition of all HHS data shall be at the written direction of HHS/HRSA. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
 6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements. It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

A SORN is in development by Program.

U. Security Assessment and Authorization (SA&A) Process

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/HRSA security policies.
 - a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the HRSA authorizing official (AO) prior to implementation of system and/or service being acquired.
 - b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
 - c. For all acquired cloud services, the SA&A package must contain the following documentation:
 - 1) Privacy Impact Assessment (PIA).
 - 2) FedRAMP Test Procedures and Results.
 - 3) Security Assessment Plan (SAP).
 - 4) Security Assessment Report (SAR).
 - 5) System Security Plan (SSP).
 - 6) IT System Contingency Plan (CP).
 - 7) IT System CP Test Results.
 - 8) Plan of Action and Milestones (POA&M).

- 9) Continuous Monitoring Plan (CMP).
 - 10) FedRAMP Control Tailoring Workbook.
 - 11) Control Implementation Summary Table.
 - 12) Results of Penetration Testing.
 - 13) Software Code Review.
 - 14) E-Authentication Questionnaire.
 - 15) System of Record Notice (SORN).
 - 16) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
- d. Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/HRSA policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.
 3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
 4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All high risk vulnerabilities must be remediated no later than thirty (30) days from discovery. All moderate risk vulnerabilities must be remediated no later than ninety (90) days from discovery. All low risk vulnerabilities must be remediated no later than one hundred and eighty (180) days from discovery. HRSA will determine the risk rating of vulnerabilities using FedRAMP baselines.
 5. Revocation of a Cloud Service. HHS/HRSA have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or HRSA may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may

include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

V. Reporting and Continuous Monitoring

1. Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.
2. At a minimum, the Contractor must provide the following artifacts/deliverables on a monthly basis:
 - a. Operating system, database, Web application, and network vulnerability scan results.
 - b. Updated POA&Ms.
 - c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the HRSA System Owner or AO.
 - d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

W. Configuration Baseline

1. The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/HRSA configuration baseline.
2. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

X. Media Transport

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported

outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).

2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

Y. Boundary Protection, Trusted Internet Connections (TIC)

1. The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
2. The contractor shall route all external connections through a TIC.
3. Non-Repudiation. The contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

Optional Tasks – Not funded unless exercised.

Optional Task 1 – Transition Out Plan

The Contractor shall:

- Develop and implement a 120-day transition-out plan. The plan shall include:
 - Methodologies and procedures for minimizing disruption of service to qualified eligible providers and major milestones at 30, 60, 90, and 120 days post contract end date (for a 120 day transition).
 - Support phases to allow collaboration with the outgoing contractor.
 - Ensure transition of all provider documentation about eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption.
 - Include the transition of the documentation, operating procedures and other resources, including, all data generated as a result of this contract.
 - Develop a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees. The plan shall be inclusive of the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems. Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion, the format to deliver the data shall be decided during the performance period. However, the transition materials will not include Contractor proprietary or competitively sensitive information regarding its information, data, systems and processes used to execute this contract.

- This transition plan is predicated on the incoming contractor being available on day one to shadow Contractor staff, be available for all knowledge transfer meetings, and ensure that their staffing is complete at the end of the transition period. The Contractor is not responsible for the incoming contractor's performance during transition.
- Work with any future contractor(s) and HHS/HRSA to facilitate complete operational transition, and this must be addressed in the transition plan.
- Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion; the format to deliver the data shall be decided during the performance period.

Optional Task 2 – Fraud Detection

- Implement fraud detection processes equivalent to commercial standards for processing claims. Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim. Payments shall not be issued to an entity in the event that fraudulent activity is detected and/or the entity is under investigation by any other Federal Government unless approval is given by the COR.

Optional Quantities

1. Optional Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period).

The Government reserves the right to exercise additional quantities of Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period). The Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews, TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period) are divided into multiple distributions, as determined by HHS/HRSA (See Task 4, 7 and 8 of the PWS). See price schedule under Section B.3.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 3
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS296821	5. PROJECT NO. (If applicable) PRB184 C 3611
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 118763 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
			10B. DATED (SEE ITEM 13) 04/16/2021
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.370C04A.25235		Net Increase:	\$2,213,915.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes-Fixed Price (Aug 1987)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292

DUNS Number: 022016765

UEI: T2SDN8AHFSY6

Title: Claims Reimbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured.

Unique ID#: PRB184 C 3611

Award Type: Firm Fixed Price

The purpose of this modification is to 1) add CLINs 1009 and 1010 to increase quantities for Fee per paid claim and 2) exercise CLINs 1006, 1009, and 1010.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Eddings, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL	
15B. CONTRACTOR/OFFEROR /s/	15C. DATE SIGNED 6/15/2022	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 06/15/2022
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>MODIFICATION DETAILS:</p> <p>1) CLINs 1009 and 1010 are added to Section B.3 Optional Item and Quantity Pricing of the Contract for quantities and pricing for Fee per paid claims.</p> <p>2) Optional Item CLINs 1006, 1009, and 1010 are hereby exercised.</p> <p>a) Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Optional Item CLIN 1006, 1009, and 1010 for the period of April 17, 2022 to April 16, 2023.</p> <p>b) The total obligated amount for this contract is increased by the sum of \$2,213,915.00 from \$111,890,088.21.00 to \$114,104,003.21.</p> <p>c) The total funds currently available for payment and allotted to this contract are \$86,577,416.21 for the period of April 17, 2021 to April 16, 2022, and \$27,526,587.00 for the period of April 17, 2022 to April 16, 2023.</p> <p>d) The period of performance remains April 17, 2021 to April 16, 2023.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Appr. Yr.: 2022 CAN: 370C04A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023</p> <p>Change Item 15 to read as follows (amount shown is the obligated amount):</p>				
15	<p>CLIN 1006 in Section B of Contract - Optional Item - Fee per paid claim. Option Period One. Obligated Amount: (b) (4)</p>				(b) (4)
	<p>Add Item 42 as follows:</p>				
42	<p>CLIN 1009 in Section B of Contract - Optional Item - Fee per paid claim. Option Period One. Continued ...</p>				(b) (4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00011

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
43	<p>Obligated Amount: (b) (4)</p> <p>Add Item 43 as follows:</p> <p>CLIN 1010 in Section B of Contract - Optional Item - Fee per paid claim. Option Period One. Obligated Amount: (b) (4)</p> <p>Contract Specialist (CS):</p> <p>Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR):</p> <p>Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 submitted (billed) claims, 29,488,437 paid claims, 90,137,072 submitted (billed) claims, 85,511,563 paid claims, 45,000,000 submitted (billed) claims, and 51,000,000 paid claims for CLINs 0002, 0003, 0010, 0011, 0014, and 0015, respectively.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	11-months Last month	Months Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each		
0003	Fee per paid claim	29,488,437	Each		
0010	Add-on to Fee per Submitted (billed) claim.	90,137,072	Each		
0011	Add-on to Fee per Paid Claim	85,511,563	Each		
0014	Additional Fee per Submitted (billed) claim	45,000,000	Each		
0015	Additional Fee per Paid Claim	51,000,000	Each		
Total Value Base Period (Not to Exceed):					(b) (4)

Note: The pricing for CLINs 0001, 0002, and 0003 reflects an overall (b) (4)

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	12	Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each		
2003	Fee per paid claim	1,000,000	Each		
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk:

- a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
- b. Any rental agreement for real or personal property, or any term contract for maintenance;
- c. Travel for general scientific meetings; and
- d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government's Obligation

1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

2. The Government's payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

1. During the base period of performance, CLIN 0009 may be exercised once.
2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0007 may be exercised for up to 25 units in the Base Period.
 CLIN 0008 may be exercised for up to 70 units in the Base Period.
 CLIN 0012 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0013 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0016 may be exercised for up to 15,000,000 units in the Base Period.
 CLIN 0017 may be exercised for up to 12,000,000 units in the Base Period.
 CLIN 0018 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0019 may be exercised for up to 8,000,000 units in the Base Period.
 CLIN 0020 may be exercised for up to 5,000,000 units in the Base Period.
 CLIN 0021 may be exercised for up to 4,000,000 units in the Base Period.
 CLIN 0022 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0023 may be exercised for up to 13,812,469 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot	Negotiated Prior To Exercising	Negotiated Prior To Exercising
0012	Fee per submitted (billed) claim	9,000,000	Each	(b) (4)	(4)
0013	Fee per paid claim	3,000,000	Each		
0016	Fee per submitted (billed) claim	15,000,000	Each		
0017	Fee per paid claim	12,000,000	Each		
0018	Fee per submitted (billed) claim	10,000,000	Each		
0019	Fee per paid claim	8,000,000	Each		
0020	Fee per submitted (billed) claim	5,000,000	Each		
0021	Fee per paid claim	4,000,000	Each		
0022	Fee per submitted (billed) claim	10,000,000	Each		
0023	Reprocessing Claims	13,812,469	Each		
Total Value Base Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing for CLINs 0004, 0005, 0006, 0007, and 0008 reflects an overall (b) (4)

(b) (4)

Option Period One

CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.
 CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.
 CLIN 1007 may be exercised for up to 25 units in the Option Period One.
 CLIN 1008 may be exercised for up to 60 units in the Option Period One.
 CLIN 1009 may be exercised for up to 23,000,000 units in Option Period One.
 CLIN 1010 may be exercised for up to 13,000,000 units in Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		
1008	TIN Investigation	60	Each		
1009	Fee per paid claim	23,000,000	Each		
1010	Fee per paid claim	13,000,000	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing for CLINs 1004, 1005, 1006, 1007, and 1008 reflects an overall (b) (4)

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.

CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.

CLIN 2007 may be exercised for up to 25 units in the Option Period Two.

CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		
2008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing above reflects an overall (b) (4)

B.4 Total Estimated Contract Value is: (b) (4)

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS296976	5. PROJECT NO. (If applicable) PRB184 C 3611
---	------------------------------------	---	---

6. ISSUED BY CODE HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	7. ADMINISTERED BY (If other than Item 6) CODE HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
		10B. DATED (SEE ITEM 13) 04/16/2021
CODE 118763	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.370CO4A.25235	Net Increase:	\$43,000.00
---	---------------	-------------

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes-Fixed Price (Aug 1987)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 52-2016292
 DUNS Number: 022016765
 UEI: T2SDN8AHFSY6
 Title: Claims Reimbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured.
 Unique ID#: PRB184 C 3611
 Award Type: Firm Fixed Price

The purpose of this modification is to 1) add CLINs 1011 and 1012 to increase quantities for Fee per Reprocessing Claims, 2) exercise CLIN 1011, and 3) update PWS.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Eddings, CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL
15B. CONTRACTOR/OFFEROR <u>/s/</u> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 7/1/2022
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 07/06/2022 <small>(Signature of Contracting Officer)</small>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00012

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Modification Details:</p> <p>1) CLINs 1011 and 1012 are added to Section B.3 Optional Item and Quantity Pricing of the Contract for quantities and pricing for Fee per Reprocessing Claims.</p> <p>2) Optional Item CLIN 1011 is hereby exercised.</p> <p>a) Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Optional Item CLIN 1011 for the period of April 17, 2022 to April 16, 2023.</p> <p>b) The total obligated amount for this contract is increased by the sum of \$43,000.00 from \$114,104,003.21 to \$114,147,003.21.</p> <p>c) The total funds currently available for payment and allotted to this contract are \$86,577,416.21 for the period of April 17, 2021 to April 16, 2022, and \$27,569,587.00 for the period of April 17, 2022 to April 16, 2023.</p> <p>d) The period of performance remains April 17, 2021 to April 16, 2023.</p> <p>3) The "Optional Quantities" section of the PWS has been updated.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Appr. Yr.: 2022 CAN: 370C04A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023</p>				
44	<p>CLIN 1011 in Section B of Contract - Optional Item - Fee per Reprocessing Claims. Option Period One. Obligated Amount: \$43,000.00</p>				43,000.00
45	<p>CLIN 1012 in Section B of Contract - Optional Item - Fee per Reprocessing Claims. Option Period One. Amount: \$7,000.00 (Option Line Item) Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00012

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>04/16/2023 Contract Specialist (CS): Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov Contracting Officer Representative (COR): Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 submitted (billed) claims, 29,488,437 paid claims, 90,137,072 submitted (billed) claims, 85,511,563 paid claims, 45,000,000 submitted (billed) claims, and 51,000,000 paid claims for CLINs 0002, 0003, 0010, 0011, 0014, and 0015, respectively.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	11-months Last month	Months Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each		
0003	Fee per paid claim	29,488,437	Each		
0010	Add-on to Fee per Submitted (billed) claim.	90,137,072	Each		
0011	Add-on to Fee per Paid Claim	85,511,563	Each		
0014	Additional Fee per Submitted (billed) claim	45,000,000	Each		
0015	Additional Fee per Paid Claim	51,000,000	Each		
Total Value Base Period (Not to Exceed):					(b) (4)

Note: The pricing for CLINs 0001, 0002, and 0003 reflects an overall (b) (4)

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	12	Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each		
2003	Fee per paid claim	1,000,000	Each		
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk:

- a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
- b. Any rental agreement for real or personal property, or any term contract for maintenance;
- c. Travel for general scientific meetings; and
- d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government's Obligation

1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

2. The Government's payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

1. During the base period of performance, CLIN 0009 may be exercised once.
2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0007 may be exercised for up to 25 units in the Base Period.
 CLIN 0008 may be exercised for up to 70 units in the Base Period.
 CLIN 0012 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0013 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0016 may be exercised for up to 15,000,000 units in the Base Period.
 CLIN 0017 may be exercised for up to 12,000,000 units in the Base Period.
 CLIN 0018 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0019 may be exercised for up to 8,000,000 units in the Base Period.
 CLIN 0020 may be exercised for up to 5,000,000 units in the Base Period.
 CLIN 0021 may be exercised for up to 4,000,000 units in the Base Period.
 CLIN 0022 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0023 may be exercised for up to 13,812,469 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot	To Be Negotiated Prior To Exercising	To Be Negotiated Prior To Exercising
0012	Fee per submitted (billed) claim	9,000,000	Each	(b) (4)	(4)
0013	Fee per paid claim	3,000,000	Each		
0016	Fee per submitted (billed) claim	15,000,000	Each		
0017	Fee per paid claim	12,000,000	Each		
0018	Fee per submitted (billed) claim	10,000,000	Each		
0019	Fee per paid claim	8,000,000	Each		
0020	Fee per submitted (billed) claim	5,000,000	Each		
0021	Fee per paid claim	4,000,000	Each		
0022	Fee per submitted (billed) claim	10,000,000	Each		
0023	Reprocessing Claims	13,812,469	Each		
Total Value Base Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing for CLINs 0004, 0005, 0006, 0007, and 0008 reflects an overall (b) (4)

(b) (4)

Option Period One

CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.
 CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.
 CLIN 1007 may be exercised for up to 25 units in the Option Period One.
 CLIN 1008 may be exercised for up to 60 units in the Option Period One.
 CLIN 1009 may be exercised for up to 23,000,000 units in Option Period One.
 CLIN 1010 may be exercised for up to 13,000,000 units in Option Period One.
 CLIN 1011 may be exercised for up to 430,000 units in Option Period One.
 CLIN 1012 may be exercised for up to 70,000 units in Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		
1008	TIN Investigation	60	Each		
1009	Fee per paid claim	23,000,000	Each		
1010	Fee per paid claim	13,000,000	Each		
1011	Reprocessing claim	430,000	Each		
1012	Reprocessing claim	70,000	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing for CLINs 1004, 1005, 1006, 1007, and 1008 reflects an overall (b) (4)

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.

CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.

CLIN 2007 may be exercised for up to 25 units in the Option Period Two.

CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		
2008	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.4 Total Estimated Contract Value is (b) (4)

Performance Work Statement (PWS)
COVID-19 Claims Reimbursement to Health Care Providers and Facilities For Testing,
Treatment and Vaccine Administration for the Uninsured
Modified Dated: June 16, 2022

I. Background

In December 2019, a novel (new) coronavirus known as SARS-CoV-2-) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of U.S. Department of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories.

On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States. On March 13, 2020, President Donald J. Trump announced and proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency. On January 7, 2021, the Secretary of Health and Human Services renewed the determination that a public health emergency still exists.

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) (P.L. 116 - 127) became law. The FFCRA responds to the coronavirus outbreak by providing paid sick leave and free coronavirus testing, expanding food assistance and unemployment benefits, and requiring employers to provide additional protections for health care workers, including \$1 billion dollars to be used for testing for the uninsured. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116 – 136) became law and amended the FFCRA, specifying coverage of diagnostic COVID testing and treatment.

On April 24, 2020, the Paycheck Protection Program and Health Care Enhancement Act (PPHCEA) was signed into law. This provides additional funding for COVID-19 testing and related expenses and specifies that up to \$1 billion dollars may be used to cover costs of testing for the uninsured.

In summary, “the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured” Program is authorized and appropriated by the following:

- Families First Coronavirus Response Act or FFCRA (P.L. 116-127) and the Paycheck Protection Program and Health Care Enhancement Act or PPHCEA (P.L. 116-139), which each appropriated \$1 billion to reimburse providers for conducting COVID-19

testing for the uninsured; and the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which provided \$100 billion in relief funds, including to hospitals and other health care providers on the front lines of the COVID-19 response, the PPPHCEA, which appropriated an additional \$75 billion in relief funds, and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, which appropriated an additional \$3 billion (Provider Relief Fund). Within the Provider Relief Fund, a portion of the funding will be used to support healthcare-related expenses attributable to the COVID-19 testing of the uninsured, treatment of uninsured individuals with COVID-19, and COVID-19 vaccine administration to the uninsured.

As part of the PPPHCEA, CARES Act, and CRRSA Act, HHS, HRSA will award a contract to a vendor to provide end-to-end claims reimbursement directly to eligible health care providers, generally at Medicare rates, for testing uninsured individuals for COVID-19, for treating uninsured individuals with a COVID-19 diagnosis, and administering FDA-licensed or authorized COVID-19 vaccines to uninsured individuals. Applicants will agree to accept reimbursement from the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured as payment in full and not subsequently balance bill patients. Applicants will attest/certify to eligibility, allowable costs, and availability of records. HRSA will reimburse claims under the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured until all funds are expended.

Funding for claims reimbursement to health care providers will be limited to approximately \$10 Billion. The original FFCRA and PPPHCEA appropriations for testing related claims have been disbursed.

II. Purpose / General Description

The purpose of this contract is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

A. The general scope of the contract includes:

1. Project Management
2. Provider Education and Outreach
 - a. Microsite
3. Eligibility and Provider Reimbursement Terms and Conditions Attestations
 - a. Provider Portal
 - b. Patient Eligibility Verification
4. Electronic Claims Intake

- a. Electronic Data Interchange
5. Claim Adjudication
 - a. General Claims Processing
 - b. Back-End Processing
 - c. Remittance Advice
6. Financial Management and Claims Reimbursements
 - a. Reimbursement System
 - b. Approved Bank Account
 - c. Financial Management and Reporting
 - d. Payment Returns and Recovery
 - e. Remittance Support
7. Provider Call Support
 - a. Call Center
8. IT Services
 - a. Software Quality Control and Systems Development Management Plan
 - b. Secure Data Transfer
9. Support for Program Operations
 - a. Compliance
 - b. Research, and Data Support
 - c. Records Management
 - d. Training
10. Security Requirements

B. Assumptions:

1. The contract shall have the following technical assumptions when developing the Claims Processing Services for COVID-19 Testing and Treatment and Vaccine Administration related services for the Uninsured Patients.
 - This is a National contract for providers to submit and receive payment on COVID-19 visits (Evaluation/Management codes-ICD-10 codes), lab tests for the virus, and vaccine administration for the uninsured patients. Contractor will validate providers.
 - Systems leveraged for this program are hosted by the contractor.
 - The payment for the in vitro diagnostic product as well as lab processing cost related to the provision of any FDA approved coronavirus testing will be covered and paid at generally Medicare National Rates with no adjustments based on locality. Exceptions may occur when Medicare does not publish a national rate and the contractor will utilize regional rates set by Medicare Administrative Contractors. Healthcare

- Common Procedure Coding System (HCPCS) shall be used to determine fee for covered services.
- The payment for testing costs related to COVID-19 will be covered, regardless of the result, and generally paid at Medicare National Rates using the following CMS codes:
 - Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
 - For antibody testing and testing-related services to be eligible for reimbursement, claims submitted for testing-related visits rendered in an office, urgent care or emergency room or via telehealth setting must include one of the following procedure codes:
 - 86318 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip).
 - 86328 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip); severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
 - 86769 – Antibody; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
2. Testing Codes Independent Labs. For testing to be eligible for reimbursement billed by an independent lab, claims submitted must include one of the following diagnosis codes:
- Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
3. In addition, single line item claims for the following procedure codes with any diagnosis will also be eligible for reimbursement:
- COVID-19 tests: U0001, U0002, U0003, U0004, 87635, 87426.

- Antibody tests: 86318, 86328, 86769.
 - Specimen collection: G2023, G2024.
4. For services related to treatment to be eligible for reimbursement, claims submitted must meet the following criteria:
- The COVID-19 diagnosis code must be the primary diagnosis code submitted. The only exception is for pregnancy (O98.5-), when the COVID-19 code may be listed as secondary.
 - COVID-19 diagnosis code for dates of service or dates of discharge prior to April 1, 2020 (see recent guidance (<https://www.cms.gov/files/document/MM11764.pdf>) for additional information):
 - B97.29 – Other coronavirus as the cause of diseases classified elsewhere COVID-19 diagnosis codes.
 - COVID-19 diagnosis code for dates of service or dates of discharge on or after April 1, 2020:
 - U07.1 – 2019-nCoV acute respiratory disease.
 - Additional codes may be added for reimbursement after discussion and approval by HRSA policy team. Contractor will not be validating that an order for or administration of an in vitro diagnostic product was made in order to process the claim for the health care provider office visit, urgent care center visit, or emergency room visit.
 - For Office visits (in-person and telehealth), emergency room, urgent care visits, payments will be made to providers based on the Medicare Physician Fee Schedule National Medicare amount for Evaluation and Management Healthcare Common Procedure Coding System (HCPCS) codes, with no adjustments based on locality.
5. Vaccine administration fees will be priced based on Medicare rates, including if Medicare raises the rate. Current reimbursement rates are outlined below:
- Administration of a single-dose COVID-19 vaccine (0031A) - \$28.39.
 - Administration of the first dose of a COVID-19 vaccine requiring a series of two or more doses (0001A, 0011A, 0021A) - \$16.94.
 - Administration of the final dose of a COVID-19 vaccine requiring a series of two or more doses (0002A, 0012A, 0022A) - \$28.39.
 - There may be no numeric patient identifier submitted therefore, insurance status (uninsured) will not be validated or verified. But provider attestation will be required.
 - An overpayment recovery process that will begin 1 year after the contract begins.
 - Utilization thresholds shall be discussed with HRSA to identify potential outliers for the number of services per provider per day through a post-payment analytics.

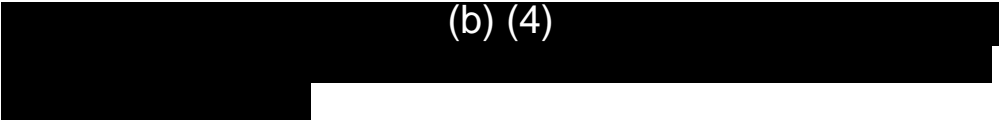
- Patient Verification Assumptions for Claims.
- Required fields for electronic data interchange (EDI) and Paper claims (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Required fields for electronic data interchange (EDI) and Paper claims (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Health care provider attestation.
 - Name (First & Last).
 - Date of Birth.
 - Gender.
 - Patient Account Number.
 - Date of Service.
 - The providers shall also provide in the claims submission.
 - Last 4 digits of the patient’s SSN if the provider has it.
 - Middle Initial/Name.
 - Address.
 - Patient date of birth.
 - Provider Verification Assumptions Contact center will ask for the following to validate providers who call into the call center.
 - Name (First & Last).
 - NPI.
 - TIN.
- Contractor shall not make payments directly to patients.
- Contractor shall perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance before payment.
- Contractor shall not be handling any special claims processing (e.g. adjustments, reconsiderations).
- Handwritten claims will not be accepted for processing.
- EDI files will only receive an Electronic Data Interchange 999 acknowledgement transaction, the Electronic Data Interchange 277CA (claims acknowledgment) shall be generated (Not required by HIPAA).
- One contract ID code will be used for uninsured COVID-19 claims.

- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- Leverage clearinghouses that contract may have existing relationships with to accept electronic data interchange claims, rather than requiring each individual provider to enroll in electronic data interchange directly with contractor.
- Contractor will use contractor bank as the banking entity.

6. Claims Processing

- The microsite is the source of truth for all detail and guidance related to the testing, treatment, and vaccine administration for the Uninsured Program, including applicable coding and fee schedules for claims processing.
- If the contractor denies the claims after pre-processing, the provider should not resubmit the claim because all claim decisions are final; however, corrected claim submissions are not rejected from processing.
- A claim may be adjusted if it is determined that the claim was originally processed incorrectly, or Medicare has issued a retro-active change.
- Perform prepayment verification of patients' insurance status when a valid social security number is provided, to determine their eligibility by checking if the patient has healthcare coverage during the date(s) of service. The contractor will not issue a temporary member ID if valid health insurance coverage is found for the patient during the date(s) of service. The contractor completes an eligibility verification check of patient(s) to identify changes in eligibility that occurred after the request for payment was processed.

7. Payment Integrity

-  (b) (4)
- The contractor shall initiate discovery and requirements gathering, post-award, to conduct a feasibility assessment, develop a solution and propose a schedule and a price to implement and operationalize fraud detection for claims processing.
- To support patient verification using deceased patient information at the time of service, the contractor will be provided a file containing the deceased patients, including agreed upon identifiers, and corresponding date of death at a to be determined cadence. This file will be utilized to compare the date of service (DOS) and the date of death (DOD) upon receipt of patient roster upload via the portal and during the retrospective eligibility check process.
- If the requirement to have a valid social security number to determine patient

eligibility the contractor would incorporate that requirement into its existing processes. The contractor would conduct requirement gathering meetings with HRSA and develop a project plan with a timeline to implement the process.

8. Provider Communications

- Updates or content posted on the contractor-maintained education portal may also need to be published to the government website. Those changes, such as FAQs, on the government site are the responsibility of government marketing and communications team.
- Deployment of any social media content developed by the contractor, in collaboration with government will be executed by the government marketing and communications team.
- The contractor will leverage existing capabilities of the currently developed educational and testimonial videos when developing any new videos per the government's request. The contractor will work with the COR to assess feasibility, schedule, cost and impact if new capabilities are required for developing videos that COR requests.

9. Reporting:

- All reports and data-files will be delivered through (b) (4), secured-email or via Secure File Transfer Protocol (SFTP).
- No significant changes will be made to the layout, format, or cadence of the daily and weekly reports.
- Support for up to one (1) ad hoc report each month for the period of performance (POP).
- The contractor will work with the COR on developing and scheduling the change to add race/ethnicity to the weekly data files. This information is not currently being collected for uninsured patients, the updated weekly data files will include this information only for new patients after this change is implemented.

10. Audit Requests:

- Support for up to four (4) audit/data requests per month in the Base Period and up to three (3) audit/data requests per month in Option Period One and Two, each requesting data for up to ten (10) providers.
- COR and OIG will utilize the reports delivered to first to obtain the necessary information before submitting an audit/data request to the contractor.
- Turn-around time to fulfill each audit/data request can be up to three (3) weeks.
- Support up to one (1) Office of Management and Budget (OMB) A-123 audit per year.
- Contractor will support up to one data-pull, development of one report and attend one meeting for up to two (2) hours for each TIN investigation. If more than one data-pull, report or meeting is required for the same TIN investigation, subsequent requests will be counted as additional TIN investigations towards the total number of TIN

- investigations conducted by the contractor during each contract period.
- The Contractor will support OIG interview requests by participating in one (1) meeting up to two (2) hours. If more than one meeting is required for the same OIG request. Additional number of units may be exercised as needed. Subsequent research and data requests resulting from the OIG interview will count towards the total number of TIN investigations conducted by the contractor during each contract period.

11. 1099 Processing

- Contractor will not support Puerto Rico reporting (Form 4806-SP/Form 1042-S).
- If a provider has previously established an account with the contractor and elected to receive electronic copies only, they will not receive a mailed copy.

III. Tasks

Task 1 – Records Management

The contractor shall:

Manage and maintain Federal records, including electronic records, ensuing from this contract in accordance with all applicable records management laws and regulations, including but not limited to:

- The Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33); 36 CFR,
- 1236.20 “What are appropriate recordkeeping systems for electronic records?”, and
- 1236.22 “What are the additional requirements for managing electronic mail records?”

(<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=36:3.0.10.2.25>);

- NARA Bulletin 2013-02, August 29, 2013, “Guidance on a New Approach to Managing Email Records”

(<https://www.archives.gov/records-mgmt/bulletins/2013/2013-02.html>); and

- NARA Bulletin 2010-05 September 08, 2010, “Guidance on Managing Records in Cloud Computing Environments”

(<http://www.archives.gov/records-mgmt/bulletins/2010/2010-05.html>).

Managing the records includes, maintaining records to retain functionality and integrity throughout the records’ full lifecycle including: (1) maintenance of links between records and metadata, and (2) categorization of records to manage retention and disposal, either through

transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Task 2 – Records Management Training

The contractor (and/or subcontractor) shall ensure that all employees having access to (1) Federal information or a Federal information system, or (2) personally identifiable information (PII), complete the HHS Records Management Training before performing work under this contract, and thereafter completing the annual refresher course during the life of the contract.

The training is located at

https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html. At the end of the Records Management training, the “Congratulations” slide is considered your certificate of completion. Please send the completion certificates to the Contracting Officer Representative (COR) of the contract. The listing of completed training shall be included in the first progress report. Any revisions to this listing as a result of staffing changes shall be submitted with next required progress report.

Task 3 – Contract Administration

This task details the contractor’s responsibilities for managing the overall contract performance, personnel, project planning, and project scheduling.

Task 3.1 – Program and Project Management

The contractor shall:

- Be responsible for efficient and effective Uninsured Program and Project Management.
- Establish and maintain program and project objectives and priorities consistent with overall program guidance and direction provided by HRSA. Responsibility for overall direction and administrative support for execution of HRSA program guidance for program project work will fall under the direction of the contractor’s Project Manager. Submit Program/Project Management Plan to COR.
- Establish and maintain the process for the claims reimbursement workflow with an end-to-end process.
- Meet Reporting and analytics requirements for claims processing.
- Program Management activities include:
 - Management of personnel.
 - Establishment of processes and procedures for effective operations and contract management.
 - Management of subcontractors as appropriate.
 - Establishment of effective communications and reporting procedures with HRSA.

- Financial management of the contract.
- Provision of full systems life cycle project management support for new and existing system functionality.
- Overall scheduling and resource management to minimize the risk of scheduling conflicts.
- Management of system testing.
- Risk management; document control.
- Other project management tasks necessary to successfully meet or exceed the requirements of this contract.

Task 3.2 – Single Point of Contact

The Contractor shall:

- Provide a single point of contact for the management of all aspects of this contract to the Contracting Officer Representative (COR). The point of contact shall be responsible for ensuring that the services and deliverables required by HHS/HRSA are provided in accordance with the contract.

Task 3.3 – Kickoff Meeting

The Contractor shall:

- Meet with the COR and other HHS/HRSA representatives within ten (10) business days of the effective date of the contract (EDOC) to discuss all current activities and the scope of work. One (1) day prior to the kickoff meeting, the contractor shall provide an agenda for the meeting. At the kickoff meeting, the contractor shall discuss project timeline, review scope and assumptions, projects guiding principles, contact information of key personnel, and proposed communication schedule/plan.
- Submit detailed minutes of the meeting to the COR within one (1) week.
- The objectives of the kickoff meeting are to:
 1. Initiate the communication process between HHS/HRSA and the contractor.
 2. Review scope and assumptions as outlined in the proposal to ensure alignment on the work, deliverables, and outcomes and ensure the contractor understands the expectations of key stakeholders regarding the scope of work and the effort.
 3. Review communication approach and ground rules.

Task 3.4 – Update Meetings

The Contractor shall:

- Chair semi-weekly conference calls with the COR and HHS/HRSA representatives, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda

with action items and any corrections within 24 hours of the meeting.

- Provide project updates at these semi-weekly conference call meetings, and as requested by the COR. Up to four Ad hoc meetings will be scheduled per month as necessary. This is a total of twelve (12) meetings per month.
- Attend biweekly conference calls with the COR to discuss contract management and operations, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda with action items and any corrections within 24 hours of the meeting.

Task 3.5 – Reports

This section identifies the reports the contractor shall provide to meet the performance requirements. The report formats will be agreed upon between the contractor and the COR.

Task 3.5.1 – Monthly Status Reports

The Contractor shall:

- Provide the COR, PPM and other stakeholders a Monthly Status Report for each monthly reporting period, due on or before the 17th of each month. This report shall contain, as applicable, the following sections:
 - Project description.
 - Activities planned for the upcoming reporting period.
 - Activities performed during the prior reporting period.
 - Progress on deliverables as stated in the Project Management Plan.
 - Project issues and risks that may impact schedule, budget, and/or quality.
 - Provide financial management and reporting, including cost management.
 - Funding status.
 - Performance Metrics.
 - Number of claims reimbursed.
 - The number of attestations and claims reimbursements completed. This list must include information on Provider types and the geographic distribution.
 - The breakdown of testing versus treatment reimbursements.

The contractor will work with the COR on developing and scheduling the addition of the following information to the monthly report:

- The number of attestations and claims reimbursements completed. This list will include information on Provider types and the geographic distribution.

Task 3.5.2 – Weekly Reports

The Contractor shall:

- Provide a weekly report to the COR due on each Wednesday by 6:00 PM (Eastern Time). The Weekly Status Report shall be cumulative and contain key data, such as customer service summary statistics, and reimbursement and return details. The COR may request changes in the data on the weekly report.

Identified Weekly Report Titles:

- Frequency and dollar amount of Testing, Treatment, and Vaccine Administration Found on Claims-Weekly File rolling up Treatment, Testing, and Vaccine Administration by Codes found on Claims.
- Member Rollup-Provider, Member, Treatment, Testing, and Vaccine Administration totals by week.
- Provider Demographic Data-Weekly file for providers, by specialty type) who have submitted claims that week showing their demographics as defined by HRSA.
- Public File Report-Cumulative Report showing all data for Billing Provider at Treatment and Testing Total.
- White House Report-Cumulative Provider, Member, Treatment, Testing, Vaccine Administration and claim roll- up, to ensure the performance of the Uninsured Program.
- Report on types of visits (for example, hospital, inpatient, etc.) broken down by treatment and testing.
- Report on Coverage types. This shall include carriers and be cumulative.
- A Histogram depicting the number of claims submitted. This shall be cumulative.
- Report on uninsured patient demographics, including age, race/ethnicity, gender, and state of residence.

Task 3.5.3 – Daily Reports

The Contractor shall:

- Provide daily status reports to the COR and Uninsured on claims reimbursement as determined by the COR and outlined in the schedule of deliverables.

Identified Daily Reports:

- Daily Executive Email. This shall provide cumulative daily metrics showing:
 - 1) The status and health of the program.
 - 2) Projected and actual reimbursements for testing, treating, and vaccinating the uninsured.
 - 3) The number of claims rejected.
 - 4) The number and dollar amount of payment errors.
 - 5) Payment returns.
 - 6) Possible testing, treatment, and vaccine administration requests in the pipeline (10-14 days out).
 - 7) Number of distinct members (patients) served.

- 8) Number of distinct providers with claims.
 - 9) Number of validated TINS.
 - 10) Number of completed ACH enrollments.
 - 11) Number of submissions without member IDs.
 - 12) Number of members with existing coverage.
 - 13) Heat maps showing providers paid by city, state, and zip code.
 - 14) Heat maps showing claims reimbursed by Provider state.
 - 15) Heat map showing uninsured patients for whom claims were submitted.
 - 16) Heat maps showing uninsured patients' submitted/state population.
- Daily Financial Report. This shall provide a daily payment reconciliation report to the COR and the Chief, Budget Execution and Management Branch that includes cumulative reimbursements to providers for “testing” “treatment” and “vaccine administration” to facilitate the ability of HHS/HRSA to maintain financial control and stay within funding limitations for this program.

Task 3.5.4 – Ad hoc Reports

The Contractor shall:

- Provide twelve ad hoc reports as requested by the COR per year, to ensure the performance of the Uninsured Program.

Task 3.5.5 – Final Reports

The Contractor shall:

- Submit a final report to the COR 30 days prior to the end of the period of performance memorializing the contractor's scope, role, duties, key challenges, risks, decisions, and solutions, and timeline of events. The timeline of events shall be written as a narrative. This report may be a compendium of other deliverables. Submit a final claims reimbursement reconciliation report to the COR.

Task 3.6 – Risk Management

The Contractor shall:

- Create, maintain and submit to the COR a Risk Management Plan by identifying, documenting, analyzing, and prioritizing risks associated with the Uninsured Program. Manage and develop strategies to handle identified risks, and monitor the health of the program throughout its life cycle.

Task 3.7 – Communication and Correspondence

The Contractor shall:

- Include the COR on all correspondence with the Government.
- Send all reports and deliverables to the COR and/or CO and designee.
- Include the COR in all teleconferences/meetings with the Government.
- Send any and all requests for changes, such as modifications to the COR and/or CO.

Task 3.8 – Documents

The Contractor shall:

- Develop and submit the following project management documents to the COR:
 - Visual business workflows for the overall process.
 - Claims reimbursement methodology.
 - Provider support (call center) plan.
 - Systems security and privacy artifacts.

Task 3.9 – Performance and Quality Metrics

The Contractor shall:

Develop and implement contractor performance and quality metrics in the QASP. The COR will evaluate the contractor using these metrics on a weekly basis. HHS/HRSA will require frequent updates on total claims reimbursements to ensure that the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured stays within statutory funding limits.

Task 4 – Provider and Consumer Outreach and Education (POE)

Task 4.1 – Provider Outreach and Education

The Contractor shall:

- Conduct webinars for Outreach and Education up to:
 - Base year: 2 webinars
 - Option year 1: 2 webinars
 - Option year 2: 1 webinar
- Develop testimonial videos up to:
 - Base year: 3 videos
 - Option year 1: 2 videos
 - Option year 2: 1 video
- Support email communications up to
 - Base year: 3.9 million
 - Option year 1: 636,000
 - Option year 2: 363,000

- Deliver education to groups or individuals through the most appropriate media channel such as website materials, emails, teleconferences, etc. All communications materials shall be reviewed and approved by the COR and the HRSA Office of Communications (OC). Materials shall display HHS and HRSA branding. Contractor logo may not be included on these materials.
- Leverage HRSA's existing social media channels: Facebook, Instagram, LinkedIn and Twitter. Videos developed by the contractor shall be provided to HRSA to be placed on existing channels. The contractor shall coordinate with COR and OC on information and education that may need to be disseminated nationally through channels other than the contractor's website. Support up to:
 - Base year: Three testimonial videos
 - Option year 1: Two testimonial videos
 - Option year 2: One testimonial videos
- Teleconference or webinars shall be made available on the contractor's website, or conducted using the contractor's available technology or in collaboration with HRSA Office of Information Technology. Source files for video and graphic shall be provided to HRSA at the end of the contract. Support up to:
 - Base year: Two webinars
 - Option year 1: Two webinars
 - Option year 2: One webinar

Update content on the educational microsite once per week to stay current with changes and updates to the program, including FAQs updates based on feedback being provided by the participants in the program.

- Contractor will ensure HRSA and HHS logos/branding are prominent on all materials developed under the contract. Contractor shall not use its own branding.
- Coordinate with staff within the contractor's other business areas (Electronic Data Interchange and the contact center) to promote internal communication and development of provider education needs, including preventing common billing errors.
- Partner with HRSA on how to respond to inquiries received outside of the contact center.

Task 4.2 – Microsite

The Contractor shall:

- Provide input into the development of a landing page on its website to communicate overall program, FAQ's and provide key links for Health Care Providers to input data necessary for reimbursement of eligible COVID-19 testing, treatment, and vaccine administration claims.

- Develop content to support a provider educational website. The primary audience of the website will be the provider community serving the uninsured across the country.
- Provide up-to-date information on provider billing for COVID-19 related claims for the uninsured and include links to the CDC and other responsible sources for public health updates on this website. Site content shall follow Federal plain language guidelines at <https://plainlanguage.gov/guidelines/>.

Task 4.3 – Stakeholder Communications

The Contractor shall:

- Coordinate external communications related to the work contained in this PWS with Federal stakeholders and professional associations, which includes targeted email messages, promotional toolkits, fact sheets, and videos/graphics, etc.
- Create social media plans and content to address eligible provider concerns in coordination with HRSA and subject to HHS approval.
- Develop and maintain social media outreach plan with accompanying graphic images and messages to help inform eligible providers about the program in coordination with the COR and communications branch and subject to HRSA OC and HHS ASPA approval.

Task 4.3.1 – Respond to Data Requests from Within Federal Government

The Contractor shall:

- Provide data reports (through the designated POC and the COR) to components within Federal Government.
 - Respond to TIN investigation requests:
 - Base year: up to 140 individual TIN investigations
 - Option year 1: up to 120 individual TIN investigations
 - Option year 2: up to 120 individual TIN investigations
 - Respond to A-123 audits.
 - Base year: up to 1 A-123 audit
 - Option year 1: up to 1 A-123 audit
 - Option year 2: up to 1 A-123 audit
 - Respond to OIG interview requests.
 - Base year: 25 interviews
 - Option year 1: 25 interviews
 - Option year 2: 25 interviews
 - Data requests shall be fulfilled within 3 business days of request from the COR. Where circumstances make meeting that deadline unfeasible, notify COR within 2

- business days with the reason(s) for the delay and request new data submission date.
- Urgent data reports shall be fulfilled within 1 business days of request.
 - Written extension is requested and approved by the designated POC and the COR.
 - Some requests may involve data that may be withheld under the terms of the Privacy Act of 1974, as amended (5 U.S.C. ' 552a), the Trade Secrets Act (18 U.S.C. ' 1905), the Freedom of Information Act (FOIA) (5 U.S.C. ' 552), or other applicable laws. For example, any personally-identified or personally identifiable data maintained in the OPTN/SRTR/HRSA Data System of Records, HHS/HRSA/HSB/DoT, No. 09-15-0055, including data maintained electronically, must be disclosed consistent with the Privacy Act and the Systems Routine Uses, outlined in the applicable System of Records Notice (73 Fed. Reg. 19519, as amended).
- Notify through the designated POC and the COR within 3 days of the request if: (1) the data are not collected and/or available; (2) release of the data violates the Privacy Act or applicable laws; (3) the use of the data is not sufficiently valuable to warrant a large scale expenditure of time and effort; or (4) the data and information are otherwise exempted from disclosure under the FOIA, when applicable.
 - Data requests from within the Federal government shall be given the highest priority of all data requests.
 - Track the number of routine and complex data requests from inside the Government and report this information in the quarterly progress report.

Task 5 – Eligibility and Provider Reimbursement Terms and Conditions Attestations

Task 5.1 – Provider Portal

The Contractor shall:

- Per HRSA guidance and direction, develop, implement and maintain a portal based on program requirements to allow healthcare providers to confirm and/or submit data required for ACH transactions, attest to the terms and conditions of the Uninsured Program and submit provider and patient rosters for validation to program guidelines.
- Configure the portal so that it can be closed, once funding thresholds are met.
- Retain all data and provide reports with specific factors as determined by the COR including cross referencing providers attestations and submissions with claims reimbursement data. Perform retrospective review of claims reimbursements to ensure that Providers' attestations were compliant with their patients' defined uninsured status.
- Maintain the integrity of the original provider records.
- Establish and maintain the process for providers not currently enrolled with contractor to register on the contractor's program portal.

- Establish and maintain process for providers to set up a bank account with contractor's designated bank for electronic reimbursement of claims submissions. Maintain a list of the providers that have been required to register with such bank.

Task 5.2 – Patient Eligibility Verification

The Contractor shall:

- Review Provider Attestation Documents to determine whether the provider submitted the required information. NOTE: The parties agree that the provider and not the contractor is responsible for the accuracy of the information provided.
- Perform prepayment verifications of patients' insurance status.
- For individual(s) (patient(s)) where eligibility is determined, issue temporary member IDs for the use of claims submissions and processing.
- Establish and manage a process for reconsideration of eligibility for providers who have received a denial of eligibility based on insurance coverage found for submitted individual(s) (patient(s)).

Task 6 – Electronic Claims Intake and Data Interchange

The Contractor shall:

- Set up an electronic system for eligible providers to submit COVID-19 837 claims for testing and treating uninsured individuals.
- Implement a system of edits at the EDI gateway or where applicable to identify claims not meeting program eligibility or reimbursement guidelines resulting in rejection of non-compliant claims.
- Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim
- Be able to mask the data extract file to avoid PII intake.
- Establish a reimbursement management system.
- Establish and control reimbursement requests, chain of custody, and money transfer workflow.
- Implement controls to ensure reimbursement transfer accuracy.

- Recommend and establish processes to ensure reimbursement integrity and improve efficiencies.
- Provide a reimbursement system that manages all financial transactions, such as:
 - Interface with the bank.
 - Accept wire transfers.
 - Return any returned funds to HHS on a weekly basis.
- Disburse claims reimbursements daily, Monday through Friday, with the exception of any Federal Reserve Bank holidays.

Task 7 – Claim Processing

The Contractor shall:

- Process claims billed
 - Base year: Up to 42,862,928
 - Option year 1: Up to 7,000,000
 - Option year 2: Up to 4,000,000
- Auto-adjudication rate of claims
 - Base year: 98%
 - Option year 1: 98%
 - Option year 2: 98%

Task 7.1 – Claim Adjudication

The Contractor shall:

- Send provider (including billing agents or clearing houses, acting on behalf of the provider) claims to a collection point that houses preprocessing functionality before entry into the adjudication systems.
- Accept claims that meet eligibility requirements (are for covered services, during established dates of service submitted by eligible provider(s) contain patients that have been submitted via the attestation process and are not reimbursable by other insurance).
- Perform a coordination of benefits for individuals with limited or supplemental Medicaid coverage.
- Perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance
- Provide HRSA with adjudicated claims upon request.

Task 7.2 – General Claims Processing

The Contractor shall:

- Establish and maintain written process that will be shared with the COR that outlines the contractors claims verification process to ensure that claims are accurate and meet all eligibility requirements as indicated in HHS policies and regulations. To include verification of the following:
 - Appropriate Diagnosis/Code (a COVID-19 diagnosis).
 - Provider Eligibility.
 - Verify the Providers status using the following lists (and other identified sources):
 - Office of Inspector General's List of Excluded Individuals/Entities (LEIE).
 - CMS Medicare Revocation List.
 - CMS Medicaid Termination List.
 - CMS Compliance Holds.
 - Notify the COR and appropriate HRSA Team in writing immediately, in the event that a provider that is on either of the above lists has been reimbursed.
 - Submit monthly report to COR that includes providers with claims held due to OIG concerns.
 - Establish and maintain a written retroactive claim verification process that will be used to validate the above information.
 - Patient Eligibility.
 - Verification of Patients Insurance Status.

See price schedule under Section B.2 for payment quantities.

Task 7.3 – Back-End Processing

The Contractor shall:

- Perform a back-end processing to close out and verify claims payments. Reconfirmation of each claim's eligibility after 30-days, 60-days, and 90-day to review for improper payments.
- Provide a report to HRSA every two weeks identifying overpayments or improper payments.
- For claim overpayments the contractor shall off set future claims to correct the overpayments.

Task 7.4 – Remittance Advice

The Contractor shall:

- Generate timely and accurate payment and delivery of Electronic Remittance Advices (ERAs) and make ERAs available to providers.

Task 8 – Financial Management and Claims Reimbursements

The Contractor shall:

- Process claims paid
 - Base year: Up to 29,488,437
 - Option year 1: Up to 3,000,000
 - Option year 1: Up to 1,000,000

Task 8.1 – Claims Reimbursement

The Contractor shall:

- Distribute claim reimbursements to eligible providers based on verified and adjudicated testing and treatment claims submitted through contractor’s EDI gateway.
 - The reimbursements shall be based on required diagnoses, coding, dates of service, provider and patient information, providers are required to enable an ACH Account as part of the Uninsured project to facilitate payment.
 - The contractor’s Bank shall use this information to make ACH payments to providers who have performed COVID-19 testing, treatment, or vaccine administration on behalf of uninsured patients.
- Use the approved Wire Transfer Instructions and execute the Wire Transfer Instructions using an FDIC-protected Bank Account (“Bank Account”) as described in the Tripartite Agreement among the parties.
- Validate that the funds have been received in the contractor’s bank account.
- Maintain a record of the claims reimbursed to eligible providers, broken down by testing, treatment, and vaccine administration and submit this “FedFile” on a daily basis to the HRSA finance team as coordinated by the COR.

Task 8.2 – Reimbursement System

The Contractor shall:

- Establish and maintain a reimbursement system that shall distribute reimbursements to

Healthcare Providers serving the uninsured using its existing systems.

- Send a funding request to the COR and the HRSA Office of Budget and Finance for approval and funds certification daily. The funding requests shall be for the total funds required for claims reimbursement payments pending distribution to providers.
- After receiving confirmation from HRSA’s Administrator, HRSA Office of Budget and Finance will review and approve the funding request. HRSA Office of Budget and Finance will process the funding request through UFMS to the Treasury.
- The Treasury will deposit the funds into the bank account per the payment date on the HHS calendar.
- Funding requests shall include the gross payment total for the program, the contractor EIN associated with the program bank account, the contractor’s legal business name, and the date of the request.
- Identify the reimbursements as “testing”, “treatment”, or “vaccine administration” within 24 hours of the request so that those specific funds, CANs, and appropriations will be tracked and expended.
- After reimbursements are sent via electronic funds transfer to Healthcare Providers, process any rejections, failed transactions and payment errors arising from the reimbursements and provide this data to the COR within 72 hours, or as soon as possible given the nature of the rejection.
- As determined by the COR or designee, the contractor’s Provider Services team shall contact providers to obtain corrected ACH information.

Task 8.3 –Return Payments

The Contractor shall:

- Establish and maintain a process for return of over-payment and other forms of non-acceptance or return by the Providers and submit this process to the COR.
 - Implement the agreed upon process.
- Return overpayments returned by healthcare providers to HRSA per Treasury instructions.
- Manage, maintain and report reimbursement over-payments and status of returns through weekly file submission to Uninsured Program Team and COR. Review with Uninsured Program team twice monthly.
- Maintain an auditable system of records for all claims reimbursements.

- Maintain auditable funds control and management of all deposits and transactions.
- Have quality assurance and payment integrity capabilities and use Contractor defined processes to ensure reimbursements are processed accurately and without duplication. Submit the process to the COR.
- Have reporting capability consistent with Reporting requirements of this program for claims reimbursement transactions and audits, and shall comply with all HHS/HRSA Security requirements.

Task 8.4 – Approved Bank Account

The Contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions in accordance with the Tripartite Agreement.
- Establish and Maintain bank account for the Testing and Treatment for the Uninsured Program (the “Bank Account”) with accounting and reporting to reflect the actual testing vs treatment reimbursements.
 - Return any and all interest gained on net balances in the account to HRSA via wire transfer on a monthly basis.
 - Provide account safeguards, monitoring and access controls to Unrelated Testing and Treatment related financial transactions.
- Use the Bank Account to process and make claims payments.
- Submit a monthly utilization report to the COR to validate the total monthly utilization for the account.
- Coordinate with contractor affiliates to maintain a lockbox to receive payments from providers, if needed.
- Complete, sign, and send a form to HRSA’s Office of Budget and Finance (OBF) and HHS’s Program Support Center (PSC) to establish and maintain a vendor account (also known as supplier site) in the UFMS system that identifies contractor’s bank account. Treasury shall deposit funds into the bank account during each payment cycle.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance. Non-zero balances may be necessary for managing obligated funds to cover electronic funds payments in process.
- Return surplus funds received from providers to HHS on a daily basis or otherwise

determined by the COR. Returned funds shall include the principal, interest, total amount, total count and allowance.

- Submit a final claims reimbursement reconciliation report to the COR within 2 weeks of the contract close out and return any unobligated funds

Task 8.5 – Financial Management and Reporting

The Contractor shall:

- Provide documentation annually to the HRSA’s Office of Provider Support (OPS)/Division of Data Analytics and Program Integrity for A-123 assessment demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.
- Have the required accounting, logical partitions, firewalls, and funds control capabilities to ensure that all Treasury deposits and financial transactions are managed, maintained, and reported separately in a bank account.
- Establish and maintain payment integrity plan that ensures internal contractor controls comply with the A-123 assessment to implement appropriate cost-effective management controls for results-oriented management; assess the adequacy of management controls; identify deficiencies; take corresponding corrective action, and report on management of those controls.

Task 8.5.1 – Financial Accounting System

The Contractor shall:

- Host the financial accounting systems responsible for processing and reimbursing claims.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of millions of claims reimbursement records.
- Secure reporting and file transfer capabilities.
- Secure interface with other HHS/HRSA internal systems and external systems such as US Treasury.
- Ensure disaster recovery capabilities.
- Operate and maintain the financial accounting system.
- Secure routine execution of claims reimbursement files.

- Secure processing and storage of payment records per HHS/HRSA records retention requirements.
- Secure reporting and file transfer capabilities.
- Secure interface with other internal systems and external systems such as US Treasury; and Disaster recovery capabilities.
 - Provide HRSA's Director, Division of Financial Policy and analysis and contract COR with a daily extract of financial data from contractor's financial accounting system.
 - Provide a scheduled banking data file(s) as necessary from the financial accounting system that provides details of all financial transactions, commitments, obligations, returns, and originated ACH, re-issued, flagged for stop payment, cashed, etc. with the fields and columns determined by HRSA financial oversight designee.
 - Provide a secure file transfer process.
 - Coordinate with and provide the approved file structure, data elements, data dictionary, etc. to the HRSA financial oversight designee.
- Reconcile the reimbursement files with the actual reimbursements made for testing and for treatment to ensure the reimbursements can be tied back to the initial funding request and the appropriate Legislation and accounting CANS.

Task 8.5.2 – Accounting System Database

The Contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine execution of payment files.
 - Secure processing and storage of millions of payment records.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HHS internal systems and external systems such as US Treasury.
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine execution of payment files.
 - Secure processing and storage of payment records per HHS records retention requirements.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other CMS internal systems and external systems such as US Treasury.
 - Disaster recovery capabilities.

- Participate in workgroup sessions facilitated by HRSA and collaborate with Integrated Resources Management System (IRMS) vendor to document the technical and business requirements for the IRMS system's connectivity with contractor accounting system.
- Provide a daily incremental extract file from the banking system to HRSA's Director, Division of Financial Policy and Analysis by 1:00 PM (ET) that provides details of all financial reimbursement transactions, including payment date, amount, TIN, customer name, testing amount, treatment amount, and total amount.
 - Establish and maintain a trusted and secure file exchange process between UHG and HRSA's IRMS.
 - Specifics of the file structure, data elements, data dictionary, etc., to be provided to COR and financial oversight designee after initial kickoff meeting with contractor.

Note: IRMS is financial data warehouse managed by HRSA to collect and store financial commitments, obligations and disbursements, and is used by Agency staff to verify the status and availability of funds, support internal controls testing, and other enterprise risk management activities.

Task 8.5.3 – Claims Reimbursement Files

The Contractor shall:

- Work with COR and HRSA project staff to establish and maintain a standardized reimbursement file format.
- Ensure each claims reimbursement file has an ACH as necessary.
- Track each claims reimbursement file distribution amount, ACH addenda record.
- Review the claims reimbursement file for quality controls.
 - Ensure each provider payment has a TIN.

Task 8.5.4 – Reimbursement Requests

The Contractor shall:

- Process ACH transactions for TINs/Providers registered in UHG/Optum Pay system or HHS wire through Optum Bank ACH, up to:
 - Base year: 636,000 ACH transactions
 - Option year 1: 64,000 ACH transactions
 - Option year 2: 21,000 ACH transactions
- Send a reimbursement request to the COR for approval and funds certification prior to the

initiation of a transfer to the contractor's Bank Account.

- The reimbursement requests shall provide the total funds requested. Funds are to initiate transfers to contractor's designated bank account for HRSA's Uninsured Program. Upon receipt, contractor's bank will release the corresponding ACH reimbursements to health care providers serving the uninsured for COVID-19 claims for testing, treatment, and vaccine administration services.
- The reimbursement request shall include, the contract number associated with the program, the contractor's legal business name, and the date of the request. Additional documentation to support the claims reimbursement may be requested by the COR

Task 8.5.5 – Patient Verification

The Contractor shall:

- Review Provider Attestation Documents.
- Perform prepayment verifications of patients' insurance status.
- Use other health information and deceased patient information at the time of service.
- Implement retrospective verification of patients' insurance status 90 days after claim payment to confirm eligibility at the time of claims submission.

Task 8.6 – Payment Returns and Recovery

The Contractor shall:

- Provide post-pay support for Payment Integrity (includes (b) (4) (b) (4) for up to:
 - Base year: 222,000 claims
 - Option year 1: 22,000 claims
 - Option year 2: 7,000 claims
- Develop and maintain a process to handle funds returned by providers. The contractor will receive the returned funds from the provider, reconcile the funds returned between the treatment and testing funds, and allocate funds back to the source account(s), as appropriate.
- Develop and maintain a process to identify an overpayment to a provider, offset the overpayment against a future claim by the provider of the overpayment, reconcile the recovered overpayment against the treatment and testing funding, and allocate funds back to the treatment or test funding, as appropriate.
- Provide HRSA with aggregate list of providers with over payment who stopped billing

for a period of 30-days after being identified as having received overpayments. Submit this process to the COR.

- If funds are exhausted, contractor will identify and send a report of all open overpayment inventory to the COR. HRSA will direct contractor to pursue collection of the overpayment from the eligible provider and return recovered overpayments to HRSA.
- Assist HHS/HRSA in recovering funds from identified providers via offset against future program payments or repayments.
- Develop a methodology or procedure to recover claims reimbursements, including: contacting the provider, bank returns, letter of identification, issuing demand letters, etc.
- Include an adjustment flag within the daily incremental extract file that identifies the provider, TIN, amount, etc., for all return transactions,

Task 8.7 – FPLP Withholding to Payments

The Contractor shall:

- Ensure that all payments are subjected to FPLP or non-tax debt withholding in accordance with Treasury policy and procedure.
- Construct an extract file of the reimbursement information file including legal business name and TIN.
- Send the extract file to the Treasury to match against the debt database.
- Receive a match file from to the Treasury for any payee with outstanding tax or non-tax debt.
- Offset payment to the payee in accordance with the Treasury withholding requirements and send offset file to the Treasury with the debt amounts withheld.
- Receive an acknowledgement file from the Treasury.
- Forward all FPLP withholdings to the Treasury within 10 business days.
- Ensure that the payment remittance advice is designated with the appropriate reason code for the FPLP withholding.

Task 8.8 – IRS 1099s to Payees

The Contractor shall:

- Process unique 1099s up to:
 - Base year: 225,000
 - Option year 1: 22,000
 - Option year 2: 7,000
- Prepare and send IRS 1099-MISC, in accordance with IRS regulations (<https://www.irs.gov/newsroom/frequently-asked-questions-about-taxation-of-provider-relief-payments>), no later than January 31st to all payees that received payments during the prior calendar year.
- Send the electronic 1099 file with this information to the IRS in accordance with the IRS reporting deadline.

Task 9 – Provider Call Support

Task 9.1 – Customer Service

The Contractor shall:

- Establish a Customer Service Program to respond to provider inquiries and educate providers about the Uninsured Program. The contractor’s Customer Service Center serves as the primary point of contact with the providers needing Uninsured program support on a day to day basis.
- Provide customer service:
 - Provide Call Center Services from 8:00am to 8:00pm ET to respond to provider telephone inquiries.
 - Establish the infrastructure to adequately support call volume. Support up to:
 - Base year: 204,000 calls
 - Option year 1: 34,000 calls
 - Option year 2: 19,000 calls
 - Respond to provider telephone and email (for off hour inquiries) inquiries promptly, clearly, and accurately.
 - Coordinate HHS/HRSA on response plans for external correspondence.
 - Maintain a high level of provider service and satisfaction through good communication and relationships with providers.
 - Train and prepare call center staff to receive and respond to calls from health care providers regarding testing, treating, and vaccinating the uninsured.
 - Define FAQ scripts using the available information including talking points and manager talking points, Q&A, train call center staff, and develop a plan to train to interface with the Providers.
 - Monitor provider contact centers as needed to ensure satisfactory quality and performance standards are met for all PCC telephone inquiries.
 - Provide Federal Telecommunications Services (FTS) lines for toll-free access to the

- customer support service.
- Meet the requirements for the Americans with Disabilities Act (ADA).
 - Develop and update efficient protocols, SOPs, and training manuals for referring, tracking and monitoring user requests. Protocols, SOPs, and training manuals shall be made available to the COR anytime upon request.
 - Support eligible provider inquiries related to technical issues, such as Attestation and accessing microsite/portal.
 - Establish and maintain a defined internal escalation and issue tracking process with input from HRSA to review and respond to questions and to transfer escalated issue to HRSA to support resolution. Submit this defined process to the COR within 30 days of EDOC.

Task 9.2 – Email

The Contractor shall:

The Uninsured Program receives a variety of documents via email. All emails must comply with the HHS Visual Style Guide and HHS logo policy.

- Establish, operate and maintain email operations.
- Manage the inventory of all the forms and templates incoming and outgoing correspondence.
- Track and electronically store any and all information related to outgoing and returned email correspondence.

Task 10 – IT Services

Task 10.1 – Software

The Contractor shall:

- Manage contractor provided software resources and for coordinating with other program systems (e.g. JIRA, etc.) to perform the activities of the COVID-19 Uninsured Program.
- Provide resources to support operations and corrective maintenance of supporting software.
- Provide a demo and screenshots of each provider facing system after each system change to the COR.
- Provide both emergency and routine system support as needed.
- Ensure all contractor owned contractor operated (COCO) and commercial off the shelf software (COTS) software is maintained, patched, and updated to maintain the security baseline.

Task 10.2 – Software Quality Control and Systems Development Management Plan

The Contractor shall:

- Use its existing systems and processes regarding maintenance and changes to its Software and Systems including processes consistent with FDIC regulations.

Task 10.3 – Secure Data Transfer

The Contractor shall:

- Provide a secure method to send and receive sensitive data files, the point of contact for sending and receiving all sensitive files is the COR or COR designee.

Task 11 – Support for Program Operations

Task 11.1 – Compliance

The Contractor shall:

- Adhere to the contractor's code of conduct, as a guide to principles of ethics and integrity, directing acceptable and appropriate business conduct by the company's employees and contractors. The code of conduct establishes expectations of organizational culture that encourages ethical conduct and a commitment to compliance. The code of conduct also establishes the importance for all employees to understand their role in achieving compliance; all employees are accountable to understand the laws, regulations, contractual obligations, and company policies that apply to their specific area.

All contractor employees are required to report suspected or known non-compliance in accordance with company policies and procedures. Contractor employees are required to attest to the code of conduct upon hire and annually thereafter.

- Establish and maintain strategies to ensure that healthcare providers receiving reimbursements submit all required information and complete all attestation actions as required by law and policy per HRSA guidance and direction.
- Provide user and technical support services related to attestation compliance.
- Provide support to evaluate cases involving complex policy questions or business rules.
- Obtain additional information, as necessary, from appropriate providers to assist in resolving compliance, policy, and program integrity issues.

Task 11.2 – Research and Data Support

The Contractor shall:

- Maintain and improve the integrity and accuracy of the data reported to the Uninsured program. The contractor shall use a secure method to send and receive data.
- Coordinate all reporting, research, data support and data requests through the contractor single point of contact and COR.
- Assist with agreed upon specific projects related to preparation of data files, statistical analysis of research data, and other projects related to research efforts. Assist with agreed upon specific projects related to ad-hoc data requests, data integrity efforts, data extracts, and other data-related projects that support the Uninsured Program.
- Maintain a log of all reports and Ad hoc data requests. The log shall include the requestor, report purpose, request date, delivery date, and any relevant comments/notes. Provide this log electronically to the COR once per month.
- Retain records and documentation of all authorized changes to the data including the HHS/HRSA official who authorized the change, the dates and the details of the data before and after the changes were made for each payment file.
- Proactively identify data anomalies and work to help HRSA improve the reliability and integrity of the data:
 - Identify and reduce duplicate reports and improper report types (e.g., corrections vs. revisions).
 - Identify and consolidate multiple reports for the same action.

Task 12 – Baseline Security Requirements

A. Applicability. The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

1. Access (Physical or Logical) to Government Information: A contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
2. Operate a Federal System Containing Information: A contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

3. Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

Protect government information and information systems in order to ensure:

- Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - Availability, which means ensuring timely and reliable access to and use of information.
4. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location per FAR clause 52.239-1, Privacy or Security Safeguards. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.
5. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
6. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

B. Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C, at <https://csrc.nist.gov/publications/detail/sp/800-60/vol-2-rev-1/final> and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality: Low Moderate High
 Integrity: Low Moderate High
 Availability: Low Moderate High
 Overall Risk Level: Low Moderate High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

No PII Yes PII

C. Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

D. Controlled Unclassified Information (CUI). CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

1. Marked appropriately;
2. Disclosed to authorized personnel on a Need-To-Know basis;
3. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
4. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

E. Protection of Sensitive Information. For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.

F. Confidentiality and Nondisclosure of Information. Any information provided to the contractor

(and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor officer or employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and HRSA policies. Unauthorized disclosure of information will be subject to the HHS/HRSA sanction policies and/or governed by the following laws and regulations:

1. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
2. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
3. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

G. Internet Protocol Version 6 (IPv6). All acquisitions using Internet Protocol shall comply with FAR sections: FAR 7.105(b) (5), FAR 11.002(g), and FAR 12.202(e).

H. Government Websites. All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

I. Contract Documentation. The Contractor shall use HRSA-provided templates, policies, forms and other documents to comply with contract deliverables as appropriate.

J. Standard for Encryption. The Contractor (and/or any subcontractor) shall:

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and HRSA-specific encryption standard requirements. Maintain a complete and current inventory of all laptop

computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).

4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2 at <https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>. The Contractor shall provide a written copy of the validation documentation to the COR prior to the EPLC Design Readiness Review (DRR).
5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

K. Contractor Non-Disclosure Agreement (NDA). Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the HRSA non-disclosure agreement (Attachment F), as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

L. Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA) – The Contractor shall assist the HRSA Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.

1. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the HRSA SOP or designee with completing a PIA for the system or information within 60 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
2. The Contractor shall assist the HRSA SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

M. Training.

1. Mandatory Training for All Contractor Staff. All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/HRSA Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/HRSA Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.

2. **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.
3. **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

N. Rules of Behavior

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, the HRSA Information Technology Rules of Behavior (included in the HRSA Information Security and Privacy Awareness Training), and any applicable system-level rules of behavior.
2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual HRSA Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable.

O. Incident Response

1. FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.
2. A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII”.
3. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any

subcontractor), the Contractor (and/or any subcontractor) shall:

- a. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- b. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).
- c. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - i. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - ii. Not include any sensitive information in the subject or body of any reporting e-mail; and
 - iii. Encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, HHS, and HRSA incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

P. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for

Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

Roster. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR within 14 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 14 days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

Q. Contract Initiation and Expiration

1. **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HRSA EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).
2. **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within two weeks before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the

Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or HRSA policies.

6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HRSA Clearance Form for Separating Employees and Contractors (Form-419) when an employee terminates work under this contract within two weeks days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

R. Contractor Owned Contractor Operated System Security Requirements.

1. **Federal Policies.** The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
2. **Security Assessment and Authorization (SA&A).** A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO 30 days prior to the EPLC Operational Readiness Review (ORR). The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

HRSA's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- a. **SA&A Package Deliverables -** The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days prior to the ORR to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package:
 - System Security Plan (SSP) – Initial draft version due within 30 days of the EPLC Performance Baseline Review. Final draft due 120 days prior to the Operational Readiness Review. Final version due 30 days prior to the Operational Readiness Review.
 - The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing

Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and HRSA policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- Security Assessment Plan/Report (SAP/SAR) – due 30 days prior to the Operational Readiness Review. The security assessment shall be conducted by HRSA's Security Assessment Team and be consistent with NIST SP 800-53A, NIST SP 800-30, latest revisions, and HHS and HRSA policies. The assessor will document the assessment results in the SAR.

Thereafter, the Contractor, in coordination with HRSA shall assist in the assessment of the security controls annually and update the SAR at least annually.

- Plan of Action and Milestones (POA&M) – due within 7 days after the Security Control Assessment Report is delivered. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and HRSA policies. All high-risk weaknesses must be mitigated within 30 days and all moderate weaknesses must be mitigated within 180 days from the date weaknesses are formally identified, and documented. HRSA will determine the risk rating of vulnerabilities.
- Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, HRSA may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.
- Contingency Plan – due within 120 days prior to the Operational Readiness Review. The Contingency Plan must be developed in accordance with NIST SP 800-34, latest revision, and be consistent with HHS and HRSA policies. The Contractor shall review/update the Contingency Plan at least annually thereafter.
- Contingency Plan Test – due within 60 days of acceptance of the Contingency Plan by the System Owner. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency

Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. The Contractor shall conduct a Contingency Plan Test at least annually thereafter.

- E-Authentication Questionnaire – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

- b. Information Security Continuous Monitoring. Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, and HHS IS2P. The following are the minimum requirements for ISCM:

- Annual Assessment/Review - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by the agreed upon Authorization to Operate (ATO) date.
- Asset Management - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. The inventory information is required to be produced within 30 days of the EPLC Performance Baseline Review. Final version due within 30 days prior to the Operational Readiness Review and reviewed and updated on a monthly basis thereafter. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
- Configuration Management - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security

configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines prior to the EPLC Operational Readiness Review. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.

- Vulnerability Management - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. If externally-hosted and HRSA is unable to directly scan the system/application, the contractor (and/or any subcontractor) shall provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency prior to the EPLC ORR and at least monthly thereafter and upon request.
 - Patching and Vulnerability Remediation - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes:
 - 30 days for Critical and High risk vulnerabilities
 - Critical and High vulnerabilities identified by an application scan are required to be remediated prior to the EPLC ORR.
 - 90 days for Moderate risk vulnerabilities.
 - 180 days for Low risk vulnerabilities.
 - Secure Coding - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
3. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:

- a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
 - b. The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.
 - c. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
 - d. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
 - e. Cooperate with inspections, audits, investigations, and reviews.
4. End of Life Compliance. The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
 5. Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor.

The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:

- a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
- b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS Minimum Security Configuration Standards;
- c. Maintain the latest operating system patch release and anti-virus software definitions;
- d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
- e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
- f. Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

S. HHS FedRAMP Privacy and Security Requirements

The Contractor (and/or any subcontractor) shall be responsible for the following privacy and security requirements:

1. FedRAMP Compliant ATO. Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.
 - a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline at www.FedRAMP.gov. The HHS Information Security and Privacy Policy (IS2P) and HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance further define the baseline policies as well as roles

- and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
- b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
 2. Data Jurisdiction. The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
 3. Service Level Agreements. The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with HRSA to develop and maintain an SLA.
 4. Interconnection Agreement / Memorandum of Agreements. The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements / Understanding in accordance with HHS / HRSA policies.

T. Protection of Information in a Cloud Environment

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/HRSA policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of

- permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.
5. The disposition of all HHS data shall be at the written direction of HHS/HRSA. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
 6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements. It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

A SORN is in development by Program.

U. Security Assessment and Authorization (SA&A) Process

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/HRSA security policies.
 - a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the HRSA authorizing official (AO) prior to implementation of system and/or service being acquired.
 - b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
 - c. For all acquired cloud services, the SA&A package must contain the following documentation:
 - 1) Privacy Impact Assessment (PIA).
 - 2) FedRAMP Test Procedures and Results.
 - 3) Security Assessment Plan (SAP).
 - 4) Security Assessment Report (SAR).
 - 5) System Security Plan (SSP).
 - 6) IT System Contingency Plan (CP).
 - 7) IT System CP Test Results.
 - 8) Plan of Action and Milestones (POA&M).

- 9) Continuous Monitoring Plan (CMP).
 - 10) FedRAMP Control Tailoring Workbook.
 - 11) Control Implementation Summary Table.
 - 12) Results of Penetration Testing.
 - 13) Software Code Review.
 - 14) E-Authentication Questionnaire.
 - 15) System of Record Notice (SORN).
 - 16) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
- d. Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/HRSA policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.
 3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
 4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All high risk vulnerabilities must be remediated no later than thirty (30) days from discovery. All moderate risk vulnerabilities must be remediated no later than ninety (90) days from discovery. All low risk vulnerabilities must be remediated no later than one hundred and eighty (180) days from discovery. HRSA will determine the risk rating of vulnerabilities using FedRAMP baselines.
 5. Revocation of a Cloud Service. HHS/HRSA have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or HRSA may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may

include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

V. Reporting and Continuous Monitoring

1. Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.
2. At a minimum, the Contractor must provide the following artifacts/deliverables on a monthly basis:
 - a. Operating system, database, Web application, and network vulnerability scan results.
 - b. Updated POA&Ms.
 - c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the HRSA System Owner or AO.
 - d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

W. Configuration Baseline

1. The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/HRSA configuration baseline.
2. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

X. Media Transport

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported

outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).

2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

Y. Boundary Protection, Trusted Internet Connections (TIC)

1. The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
2. The contractor shall route all external connections through a TIC.
3. Non-Repudiation. The contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

Optional Tasks – Not funded unless exercised.

Optional Task 1 – Transition Out Plan

The Contractor shall:

- Develop and implement a 120-day transition-out plan. The plan shall include:
 - Methodologies and procedures for minimizing disruption of service to qualified eligible providers and major milestones at 30, 60, 90, and 120 days post contract end date (for a 120 day transition).
 - Support phases to allow collaboration with the outgoing contractor.
 - Ensure transition of all provider documentation about eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption.
 - Include the transition of the documentation, operating procedures and other resources, including, all data generated as a result of this contract.
 - Develop a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees. The plan shall be inclusive of the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems. Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion, the format to deliver the data shall be decided during the performance period. However, the transition materials will not include Contractor proprietary or competitively sensitive information regarding its information, data, systems and processes used to execute this contract.

- This transition plan is predicated on the incoming contractor being available on day one to shadow Contractor staff, be available for all knowledge transfer meetings, and ensure that their staffing is complete at the end of the transition period. The Contractor is not responsible for the incoming contractor's performance during transition.
- Work with any future contractor(s) and HHS/HRSA to facilitate complete operational transition, and this must be addressed in the transition plan.
- Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion; the format to deliver the data shall be decided during the performance period.

Optional Task 2 – Fraud Detection

- Implement fraud detection processes equivalent to commercial standards for processing claims. Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim. Payments shall not be issued to an entity in the event that fraudulent activity is detected and/or the entity is under investigation by any other Federal Government unless approval is given by the COR.

Optional Quantities

1. Optional Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period and Option Period One).

The Government reserves the right to exercise additional quantities of Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period and Option Period One). The Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews, TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period and Option Period One) are divided into multiple distributions, as determined by HHS/HRSA (See Task 4, 7 and 8 of the PWS). See price schedule under Section B.3.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 2

2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. HRS297625		5. PROJECT NO. (If applicable) PRB184 C 3611	
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857		CODE OAMP		7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857		CODE OAMP	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 118763			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
			10B. DATED (SEE ITEM 13) 04/16/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2022.370C04A.25235 Net Increase: \$889,380.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: 52-2016292
DUNS Number: 022016765
UEI: T2SDN8AHFSY6
The purpose of this modification is to exercise Optional Item CLIN 1008 - TIN Investigation.

1. Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Optional Item CLIN 1008 - TIN Investigation for the period of April 17, 2022 to April 16, 2023.

2. The total obligated amount for this contract is increased by the sum of \$889,380.00 from \$114,147,003.21 to \$115,036,383.21.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ (Signature of Contracting Officer)	16C. DATE SIGNED 07/21/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00013

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
17	<p>3. The total funds currently available for payment and allotted to this contract are \$86,577,416.21 for the period of April 17, 2021 to April 16, 2022, and \$28,485,967.00 for the period of April 17, 2022 to April 16, 2023.</p> <p>4. The period of performance is remains April 17, 2021 to April 16, 2023.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Appr. Yr.: 2022 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023</p> <p>Change Item 17 to read as follows (amount shown is the obligated amount):</p> <p>CLIN 1008 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Obligated Amount: \$889,380.00</p> <p>Contract Specialist (CS): Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR): Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				889,380.00

2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS300636	5. PROJECT NO. (If applicable) PRB184 C 3611
---	------------------------------------	---	---

6. ISSUED BY CODE OAMP HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	7. ADMINISTERED BY (If other than Item 6) CODE OAMP HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
		10B. DATED (SEE ITEM 13) 04/16/2021
CODE 118763	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 2022.370CO4A.25235	Net Increase:	\$4,150,344.00
---	---------------	----------------

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed Price (AUG 1987)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292
DUNS Number: 022016765
UEI: T2SDN8AHFSY6
Title: Claims Reimbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured.
Unique ID#: PRB184 C 3611
Award Type: Firm Fixed Price

The purpose of this modification is to 1) Revise the PWS, 2) Revise Section B - Supplies or Services and Prices/Costs, and 3) Revise Section G - Key Personnel.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Eddings, CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL
15B. CONTRACTOR/OFFEROR <u>/s/</u> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 8/23/2022
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 08/23/2022 <small>(Signature of Contracting Officer)</small>

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Modification Details:</p> <p>1) The PWS is hereby revised. See attached Revised Attachment A - PWS Testing and Treatment dated 08/22/2022.</p> <p>2) Section B - Supplies or Services and Prices/Costs is revised. See attached Revised Section B.</p> <p>a) Section B.2 - Consideration and Payment, CLIN 1001 - Management and Administration Fees for Option Period One is revised.</p> <p>b) Additional funding is provided for CLIN 1001.</p> <p>c) Section B.2 - Consideration and Payment, CLIN 2001 - Management and Administration Fees for Option Period Two is revised.</p> <p>d) Section B.3 - Optional Item and Quantity Pricing, Optional CLINs 1013, 1014, 1015, 1016, 1017, 1018, and 1019 for TIN Investigation for Option Period One are added.</p> <p>3) Section G.4 - Key Personnel is revised. See attached Revised Section G.</p> <p>4) The total obligated amount for this contract is increased by the sum of \$4,150,344.00 from \$115,036,383.21 to \$119,186,727.21.</p> <p>The total funds currently available for payment and allotted to this contract are \$86,577,416.21 for the period of April 17, 2021 to April 16, 2022, and \$32,609,311.00 for the period of April 17, 2022 to April 16, 2023.</p> <p>The period of performance is remains April 17, 2021 to April 16, 2023.</p> <p>List of Attachments:</p> <p>-Revised Attachment A - PWS Testing and Treatment dated 08/22/2022</p> <p>-Revised Section B</p> <p>-Revised Section G</p> <p>Payment:</p> <p>FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00014

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Appr. Yr.: 2022 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023 Change Item 18 to read as follows (amount shown is the obligated amount):				
18	CLIN 2001 in Section B of Contract - Management and Administration Fees. Option Period Two. Amount: \$30,013,680.00 (Option Line Item) 04/16/2023 Add Item 46 as follows:				0.00
46	Additional Funding CLIN 1001 in Section B of Contract - Management and Administration Fees - Option Period 01 Obligated Amount: \$4,150,344.00 Add Item 47 as follows:				4,150,344.00
47	CLIN 1013 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Add Item 48 as follows:				0.00
48	CLIN 1014 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Add Item 49 as follows:				0.00
49	CLIN 1015 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Add Item 50 as follows:				0.00
50	CLIN 1016 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Add Item 51 as follows: Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00014

PAGE OF
4 4

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
51	CLIN 1017 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Add Item 52 as follows:				0.00
52	CLIN 1018 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Add Item 53 as follows:				0.00
53	CLIN 1019 in Section B of Contract - Optional Item - TIN Investigation. Option Period One. Amount: \$889,380.00 (Option Line Item) 04/16/2023 Contract Specialist (CS): Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov Contracting Officer Representative (COR): Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov				0.00

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

The purpose of this requirement is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

B.2 Consideration and Payment

This is a Firm Fixed Price (FFP) contract. In consideration for satisfactory performance of the services outlined in the Performance Work Statement located at Section J (Attachment A), the following payment schedule will be utilized.

Base Period

The maximum reimbursement that may be dispersed during the Base Period is 42,862,928 submitted (billed) claims, 29,488,437 paid claims, 90,137,072 submitted (billed) claims, 85,511,563 paid claims, 45,000,000 submitted (billed) claims, and 51,000,000 paid claims for CLINs 0002, 0003, 0010, 0011, 0014, and 0015, respectively.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0001	Management and Administration Fees	11-months Last month	Months Month	(b) (4)	(4)
0002	Fee per submitted (billed) claim	42,862,928	Each		
0003	Fee per paid claim	29,488,437	Each		
0010	Add-on to Fee per Submitted (billed) claim.	90,137,072	Each		
0011	Add-on to Fee per Paid Claim	85,511,563	Each		
0014	Additional Fee per Submitted (billed) claim	45,000,000	Each		
0015	Additional Fee per Paid Claim	51,000,000	Each		
Total Value Base Period (Not to Exceed):					

Note: The pricing for CLINs 0001, 0002, and 0003 reflects an overall (b) (4)

Option Period One

The maximum reimbursement that may be dispersed during the Option Period One is 7,000,000 for submitted (billed) claims and 3,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1001	Management and Administration Fees	4 8	Month Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
Total Value Option Period One (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

Option Period Two

The maximum reimbursement that may be dispersed during the Option Period Two is 4,000,000 for submitted (billed) claims and 1,000,000 for paid claims.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2001	Management and Administration Fees	12	Month	(b)	(4)
2002	Fee per submitted (billed) claim	4,000,000	Each		
2003	Fee per paid claim	1,000,000	Each		
Total Value Option Period Two (Not to Exceed):					(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.2.1 Allowable Costs

Costs shall be determined by the Contracting Officer to be allowable in accordance with FAR Subpart 31 in effect on the date of this Contract and the terms of this Contract.

B.2.2 Prior Authorization of Certain Direct Costs

1. Requirements for purchase orders and subcontracts are governed by FAR 52.244-2, Subcontracts (JUN 2020) of the General Provisions except as may be indicated herein.
2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk:

- a. Purchase of any item of equipment, including furniture or office equipment, regardless of cost;
- b. Any rental agreement for real or personal property, or any term contract for maintenance;
- c. Travel for general scientific meetings; and
- d. Rearrangement, alternation or relocation of facilities.

B.2.3 Requirement to notify Government and Limitation of Government's Obligation

1. By the 15th day of each month, the Contractor shall advise the Government of the number of reimbursement.

If the number of reimbursement is likely to exceed the maximum specified in B.2 for the applicable contract period, the contractor shall notify the Government as soon as practicable. The notification shall advise the Contracting Officer of the estimated increase in number of reimbursement.

2. The Government's payment obligation under the per claim is limited to payment for the actual number of claims, up to the maximum number of claims specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of claims.

B.3 Optional Item and Quantity Pricing

1. During the base period of performance, CLIN 0009 may be exercised once.
2. During the respective period of performance, each of these CLIN 0004, 1004 and 2004 may be exercised once per period.
3. The unit pricing for the Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews and TIN Investigations CLINs will be determined by the number of reimbursements dispersed during each period of performance, as set forth below.

Base Period

CLIN 0005 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0006 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0007 may be exercised for up to 25 units in the Base Period.
 CLIN 0008 may be exercised for up to 70 units in the Base Period.
 CLIN 0012 may be exercised for up to 9,000,000 units in the Base Period.
 CLIN 0013 may be exercised for up to 3,000,000 units in the Base Period.
 CLIN 0016 may be exercised for up to 15,000,000 units in the Base Period.
 CLIN 0017 may be exercised for up to 12,000,000 units in the Base Period.
 CLIN 0018 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0019 may be exercised for up to 8,000,000 units in the Base Period.
 CLIN 0020 may be exercised for up to 5,000,000 units in the Base Period.
 CLIN 0021 may be exercised for up to 4,000,000 units in the Base Period.
 CLIN 0022 may be exercised for up to 10,000,000 units in the Base Period.
 CLIN 0023 may be exercised for up to 13,812,469 units in the Base Period.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
0005	Fee per submitted (billed) claim	9,000,000	Each		
0006	Fee per paid claim	3,000,000	Each		
0007	OIG Interview	25	Each		
0008	TIN Investigation	70	Each		
0009	Optional Task 2 – Fraud Detection	1	Lot	To Be Negotiated Prior To Exercising	To Be Negotiated Prior To Exercising
0012	Fee per submitted (billed) claim	9,000,000	Each	(b) (4)	(4)
0013	Fee per paid claim	3,000,000	Each		
0016	Fee per submitted (billed) claim	15,000,000	Each		
0017	Fee per paid claim	12,000,000	Each		
0018	Fee per submitted (billed) claim	10,000,000	Each		
0019	Fee per paid claim	8,000,000	Each		
0020	Fee per submitted (billed) claim	5,000,000	Each		
0021	Fee per paid claim	4,000,000	Each		
0022	Fee per submitted (billed) claim	10,000,000	Each		
0023	Reprocessing Claims	13,812,469	Each		
Total Value Base Period Optional Item and Quantities (Not to Exceed):					

Note: The pricing for CLINs 0004, 0005, 0006, 0007, and 0008 reflects an overall (b) (4) (b) (4)

Option Period One

- CLIN 1005 may be exercised for up to 4,000,000 units in Option Period One.
- CLIN 1006 may be exercised for up to 1,000,000 units in Option Period One.
- CLIN 1007 may be exercised for up to 25 units in the Option Period One.
- CLIN 1008 may be exercised for up to 60 units in the Option Period One.
- CLIN 1009 may be exercised for up to 23,000,000 units in Option Period One.
- CLIN 1010 may be exercised for up to 13,000,000 units in Option Period One.
- CLIN 1011 may be exercised for up to 430,000 units in Option Period One.
- CLIN 1012 may be exercised for up to 70,000 units in Option Period One.
- CLIN 1013 may be exercised for up to 60 units in the Option Period One.
- CLIN 1014 may be exercised for up to 60 units in the Option Period One.

CLIN 1015 may be exercised for up to 60 units in the Option Period One.
 CLIN 1016 may be exercised for up to 60 units in the Option Period One.
 CLIN 1017 may be exercised for up to 60 units in the Option Period One.
 CLIN 1018 may be exercised for up to 60 units in the Option Period One.
 CLIN 1019 may be exercised for up to 60 units in the Option Period One.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
1004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
1005	Fee per submitted (billed) claim	4,000,000	Each		
1006	Fee per paid claim	1,000,000	Each		
1007	OIG Interview	25	Each		
1008	TIN Investigation	60	Each		
1009	Fee per paid claim	23,000,000	Each		
1010	Fee per paid claim	13,000,000	Each		
1011	Reprocessing claim	430,000	Each		
1012	Reprocessing claim	70,000	Each		
1013	TIN Investigation	60	Each		
1014	TIN Investigation	60	Each		
1015	TIN Investigation	60	Each		
1016	TIN Investigation	60	Each		
1017	TIN Investigation	60	Each		
1018	TIN Investigation	60	Each		
1019	TIN Investigation	60	Each		
Total Value Option Period Optional Item and Quantities (Not to Exceed):					(b) (4)

Note: The pricing for CLINs 1004, 1005, 1006, 1007, and 1008 reflects an overall

(b) (4)

Option Period Two

CLIN 2005 may be exercised for up to 3,000,000 units in Option Period Two.
 CLIN 2006 may be exercised for up to 1,000,000 units in Option Period Two.
 CLIN 2007 may be exercised for up to 25 units in the Option Period Two.
 CLIN 2008 may be exercised for up to 60 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (4)	(4)
2005	Fee per submitted (billed) claim	3,000,000	Each		
2006	Fee per paid claim	1,000,000	Each		
2007	OIG Interview	25	Each		

2008	TIN Investigation	60	Each	(b) (4)
Total Value Option Period Optional Item and Quantities (Not to Exceed):				(b) (4)

Note: The pricing above reflects an overall (b) (4)

B.4 Total Estimated Contract Value is: (b) (4)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

The person identified below is hereby designated as the Contracting Officer Representative (COR) for this contract. The responsibility of the COR is to assist in the technical monitoring and administration of the contract. To this end, the COR may provide technical direction to the contractor as described in Sections G.2 and G.3.

Lisa Park
5600 Fishers Lane
Rockville, MD. 20857
Phone: 301-443-3513
Email: LPark@hrsa.gov

G.2 Contracting Officer's Representative's Authority

Technical Direction – The COR is authorized to provide the contractor with information, direction, and coordination within the confines of the contractual work description.

This includes providing technical direction to the Contractor to guide the contract effort in order to accomplish the contractual performance work statement. This may include the interpretation of specifications or technical portions of the work description, and where required by the contract, review and approval of product deliverables of the Contractor to the Government under the contract.

G.3 Restrictions on the Contracting Officer's Representative's Authority

The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

The COR is not authorized to provide technical direction outside the parameters of the performance work statement as stated in the Contract.

The COR may not issue any direction to the Contractor that:

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g., changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

If the contractor is unclear whether a technical direction is within the parameters of the performance work statement, then the contractor must contact the Contracting Officer, who is the only individual authorized to determine whether a technical direction is within the parameters of the performance work statement.

G.4 Key Personnel

Pursuant to the Key Personnel clause (HHSAR 352.242-70) referenced in Section I of this contract, the following individual(s) is (are) designated as Key Personnel and considered to be essential to the work being performed under this contract:

Program Manager
Avro Deb
Phone: 763-361-0514
Email: avro.deb@optum.com
10480 Little Patuxent Pkwy
Columbia, MD 21044

The person identified as the Program Manager shall direct the necessary work and services toward fulfillment of the contractual requirements. Prior to removing, replacing, or diverting the specified individual(s), the Contractor shall notify the Contracting Officer in writing and reasonably in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing changes made due to events beyond the control of the Contractor, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Examples of events beyond the control of the Contractor are: (1) prolonged sickness, (2) termination of employment, and (3) death. Key personnel, with the consent of the Contracting Officer, may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.

4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.
5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

The Contractor shall designate a financial institution for receipt of electronic funds transfer payments. Contractors are encouraged to periodically review their file for accuracy and are required to re-register before their expiration date, which is the same date as their CCR expiration date. SAM will notify users by e-mail that their file is due to expire beginning 60 days prior to expiration, then 30 days and finally 15 days before expiration.

G.7 Evaluation of Contractor's Performance

Interim and final evaluation of Contractor performance (including options) on this contract shall be conducted in accordance with FAR Subpart 42.15 and HHSAR 342.7001(d) and entered into the Contractors Performance Assessment Reporting System (CPARS) (located at Section J (Attachment B)).

The Government will conduct an evaluation of Contractor's performance based on the completion of the tasks stated in the PWS. HRSA documents contractor performance using the Contractor Performance Assessment Rating System (CPARS) (www.cpars.gov). The evaluation shall be conducted by the COR and be comprised of an evaluation of contractor performance completed by the Contractor and Federal staff, and a review of progress reports and financial reports.

G.8 Billing Instructions

Located at Section J (Attachment C).

G.9 Subcontracting Plan Provisions (Applies to Large Businesses)

1. Small Business and Small Disadvantaged Business Subcontracting Plan
 - a. The Small Business and Small Disadvantaged Business Subcontracting Plan, dated is attached hereto and made a part of this contract.
 - b. The failure of any contractor or subcontractor to comply in good faith with the Clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such Contract or Subcontract.

2. Small Disadvantaged Business (SDB) Participation Plan

- a. The Small Disadvantaged Business (SDB) Participation Plan, dated [Insert Date] is attached hereto and made a part of this contract.
- b. In compliance with FAR 19, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
- c. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 19, entitled "Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting" incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

3. Subcontracting Reports

- a. The Contractor shall submit the Individual Subcontract Report and the Summary Subcontract Report using the web-based Electronic Subcontracting Reporting System (eSRS at <http://www.esrs.gov>) following the instructions in eSRS as supplemented by agency regulations;
 - 1) Ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report and/or the Summary Subcontract Report using eSRS;
 - 2) Provide the prime contract number, the order number, if applicable, and the prime contractor's DUNS number to all first-tier subcontractors with subcontracting plans so they can enter this information into eSRS with their reports; and
 - 3) Ensure that all subcontractors with subcontracting plans under the flow-down requirements of subparagraph (a)(9) above, at every tier, provide the prime contract number, the order number, if applicable and their own DUNS number to all of their subcontractors with subcontracting plans.
- b. Regardless of the effective date of this contract, the report shall be submitted on the following dates for the entire life of this contract:

April 25th and October 25th.

G.10 Limitation on Subcontracting (Applies to Small Businesses)

FAR 52.219-14 Limitations of Subcontracting (MAR 2020) is applicable to this contract and stated below in full text:

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for –
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Performance Work Statement (PWS)
COVID-19 Claims Reimbursement to Health Care Providers and Facilities For Testing,
Treatment and Vaccine Administration for the Uninsured
Modified Dated: August 22, 2022

I. Background

In December 2019, a novel (new) coronavirus known as SARS-CoV-2-) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of U.S. Department of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories.

On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States. On March 13, 2020, President Donald J. Trump announced and proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency. On January 7, 2021, the Secretary of Health and Human Services renewed the determination that a public health emergency still exists.

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) (P.L. 116 - 127) became law. The FFCRA responds to the coronavirus outbreak by providing paid sick leave and free coronavirus testing, expanding food assistance and unemployment benefits, and requiring employers to provide additional protections for health care workers, including \$1 billion dollars to be used for testing for the uninsured. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116 – 136) became law and amended the FFCRA, specifying coverage of diagnostic COVID testing and treatment.

On April 24, 2020, the Paycheck Protection Program and Health Care Enhancement Act (PPHCEA) was signed into law. This provides additional funding for COVID-19 testing and related expenses and specifies that up to \$1 billion dollars may be used to cover costs of testing for the uninsured.

On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) (P.L. 117-2) was signed into law, which appropriated \$48.7 billion to HHS for COVID-19 testing; HRSA’s Uninsured Program was allocated \$4.8 billion of this funding to reimburse providers for COVID-19 testing of the uninsured.

In summary, “the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured” Program is authorized and

appropriated by the following:

- Families First Coronavirus Response Act or FFCRA (P.L. 116-127) and the Paycheck Protection Program and Health Care Enhancement Act or PPPHCEA (P.L. 116-139), which each appropriated \$1 billion to reimburse providers for conducting COVID-19 testing for the uninsured;
- The Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which provided \$100 billion in relief funds, including to hospitals and other health care providers on the front lines of the COVID-19 response, the PPPHCEA, which appropriated an additional \$75 billion in relief funds, and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, which appropriated an additional \$3 billion (Provider Relief Fund).
- Within the Provider Relief Fund, a portion of the funding will be used to support healthcare-related expenses attributable to the COVID-19 testing of the uninsured, treatment of uninsured individuals with COVID-19, and COVID-19 vaccine administration of Food and Drug Administration (FDA) authorized or licensed COVID-19 vaccines to the uninsured.
- The American Rescue Plan Act of 2021 (ARPA) (P.L. 117-2) allocated funding to reimburse providers for COVID-19 testing of the uninsured.

As part of the FFCRA, PPPHCEA, CARES Act, CRRSA Act and ARPA, HHS, HRSA will award a contract to a vendor to provide end-to-end claims reimbursement directly to eligible health care providers, generally at Medicare rates, for testing uninsured individuals for COVID-19, for treating uninsured individuals with a COVID-19 diagnosis, and administering FDA-licensed or authorized COVID-19 vaccines to uninsured individuals. Applicants will agree to accept reimbursement from the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured as payment in full and not subsequently balance bill patients. Applicants will attest/certify to eligibility, allowable costs, and availability of records. HRSA will reimburse claims under the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured until all funds are expended.

Funding for claims reimbursement to health care providers will be limited to approximately \$23.8 billion. The original FFCRA and PPPHCEA appropriations for testing related claims have been disbursed.

II. Purpose / General Description

The purpose of this contract is to process and distribute claims reimbursement, provide customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support for the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (Uninsured Program).

A. The general scope of the contract includes:

1. Project Management
2. Provider Education and Outreach
 - a. Microsite
3. Eligibility and Provider Reimbursement Terms and Conditions Attestations
 - a. Provider Portal
 - b. Patient Eligibility Verification
4. Electronic Claims Intake
 - a. Electronic Data Interchange
5. Claim Adjudication
 - a. General Claims Processing
 - b. Back-End Processing
 - c. Remittance Advice
6. Financial Management and Claims Reimbursements
 - a. Reimbursement System
 - b. Approved Bank Account
 - c. Financial Management and Reporting
 - d. Payment Returns and Recovery
 - e. Remittance Support
7. Provider Call Support
 - a. Call Center
8. IT Services
 - a. Software Quality Control and Systems Development Management Plan
 - b. Secure Data Transfer
9. Support for Program Operations
 - a. Compliance
 - b. Research, and Data Support
 - c. Records Management
 - d. Training
10. Security Requirements

B. Assumptions:

1. The contract shall have the following technical assumptions when developing the Claims Processing Services for COVID-19 Testing, Treatment, and Vaccine Administration related services for the Uninsured Patients.
 - This is a National contract for providers to submit and receive payment on COVID-

- 19 services for uninsured patients including testing, treatment, and vaccine administration, leveraging ICD-10 codes and billing guidance provided by the program.
- Contractor will validate providers.
 - Systems leveraged for this program are hosted by the contractor.
 - The payment for testing costs related to COVID-19 will be covered, regardless of the result, using the following CMS codes:
 - Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.
 - For antibody testing and testing-related services to be eligible for reimbursement, claims submitted for testing-related visits rendered in an office, urgent care or emergency room or via telehealth setting must include one of the following procedure codes:
 - 86318 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip).
 - 86328 – Immunoassay for infectious agent antibody, qualitative or semi-quantitative, single step method (e.g., reagent strip); severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
 - 86769 – Antibody; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (coronavirus disease [COVID-19]).
 - Testing Codes Independent Labs. For testing to be eligible for reimbursement billed by an independent lab, claims submitted must include one of the following diagnosis codes:
 - Z03.818 – Encounter for observation for suspected exposure to other biological agents ruled out (possible exposure to COVID-19).
 - Z20.828 – Contact with and (suspected) exposure to other viral communicable (confirmed exposure to COVID-19).
 - Z11.59 – Encounter for screening for other viral diseases (asymptomatic).
 - Z11.52 – Encounter for screening for COVID-19 (asymptomatic).
 - Z20.822 – Contact with and (suspected) exposure to COVID-19.
 - Z86.16 – Personal history of COVID-19.

- Contractor will not be validating that an order for or administration of an in vitro diagnostic product was made in order to process the claim for the health care provider office visit, urgent care center visit, or emergency room visit.
- In addition, single line item claims for the following procedure codes with any diagnosis will also be eligible for reimbursement:
 - COVID-19 tests: U0001, U0002, U0003, U0004, 87635, 87426.
 - Antibody tests: 86318, 86328, 86769.
 - Specimen collection: G2023, G2024.
- For services related to treatment to be eligible for reimbursement, claims submitted must meet the following criteria:
- The COVID-19 diagnosis code must be the primary diagnosis code submitted. The only exception is for pregnancy (O98.5-), when the COVID-19 code may be listed as secondary.
- COVID-19 diagnosis code for dates of service or dates of discharge prior to April 1, 2020 (see recent guidance (<https://www.cms.gov/files/document/MM11764.pdf>) for additional information):
 - B97.29 – Other coronavirus as the cause of diseases classified elsewhere COVID-19 diagnosis codes.
 - COVID-19 diagnosis code for dates of service or dates of discharge on or after April 1, 2020:
 - U07.1 – 2019-nCoV acute respiratory disease.
- Additional codes may be added for reimbursement after discussion and approval by the Contracting Officer's Representative (COR) and HRSA Uninsured Program (UIP) team.
- The microsite is the source of truth for all detail and guidance related to the testing, treatment, and vaccine administration for the Uninsured Program, including applicable coding and fee schedules for claims processing.
- Patient Verification Assumptions for Claims. Required fields for electronic data interchange (EDI) (claims will be rejected/returned without these fields populated) – will be used for patient verification demographics.
 - Health care provider attestation.
 - Name (First & Last).
 - Date of Birth.
 - Gender.
 - Patient Account Number.
 - Date of Service.

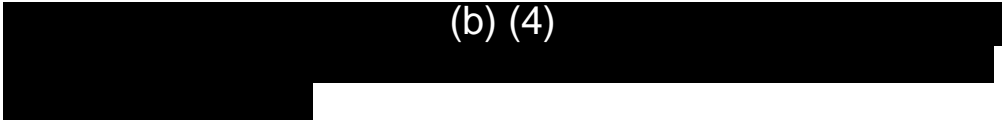
- The providers shall also provide in the claims submission.
 - o Last 4 digits of the patient's SSN if the provider has it.
 - o Middle Initial/Name.
 - o Address.
 - o Patient date of birth.
- Provider Verification Assumptions
 - Contact center will ask for the following to validate providers who call into the call center.
 - o Name (First & Last).
 - o NPI.
 - o TIN.
- Contractor shall not make payments directly to patients.
- Contractor shall perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance before payment.
- Contractor will conduct claim reprocessing at the direction of HRSA COR, within the volumes provided by the reprocessing claims CLIN(s) included in Section B – SUPPLIES OR SERVICES AND PRICES/COSTS.
- Handwritten claims will not be accepted for processing.
- EDI files will only receive an Electronic Data Interchange 999 acknowledgement transaction, the Electronic Data Interchange 277CA (claims acknowledgment) shall be generated (Not required by HIPAA).
- One contract ID code will be used for uninsured COVID-19 claims.
- The Electronic Data Interchange 837 Professional transaction will be used to submit EDI claims.
- Leverage clearinghouses that contract may have existing relationships with to accept electronic data interchange claims, rather than requiring each individual provider to enroll in electronic data interchange directly with contractor.
- The Contractor shall hold claims of providers on hold and unregistered TINs, which HRSA placed on hold on or before May 16, 2022. HRSA will inform the Contractor if and when these claims should be released from hold.
- New edits at ACE can only be made when the program is accepting new claims

- Contractor will use contractor bank as the banking entity.

2. Claims Processing

- The microsite is the source of truth for all detail and guidance related to the testing, treatment, and vaccine administration for the Uninsured Program, including applicable coding and fee schedules for claims processing.
- If the contractor denies the claims after pre-processing, the provider should not resubmit the claim because all claim decisions are final; however, corrected claim submissions are not rejected from processing.
- A claim may be adjusted/reprocessed if it is determined that the claim was originally processed incorrectly, Medicare has issued a retro-active change or if an error has occurred at no fault to the provider (e.g., provider incorrectly placed on an exclusion list or was successfully removed from an exclusion list).
 - Reprocessed claims are considered special claim processing, and will be invoiced in accordance with CLIN(s) in Section B– SUPPLIES OR SERVICES AND PRICES/COSTS.
- Perform prepayment verification of patients’ insurance status when a valid social security number is provided, to determine their eligibility by checking if the patient has healthcare coverage during the date(s) of service. The contractor will not issue a temporary member ID if valid health insurance coverage is found for the patient during the date(s) of service. The contractor completes an eligibility verification check of patient(s) to identify changes in eligibility that occurred after the request for payment was processed.

3. Payment Integrity

-  (b) (4)
- The contractor shall initiate discovery and requirements gathering, post-award, to conduct a feasibility assessment, develop a solution and propose a schedule and a price to implement and operationalize fraud detection for claims processing.
- If the requirement to have a valid social security number to determine patient eligibility the contractor would incorporate that requirement into its existing processes. The contractor would conduct requirement gathering meetings with HRSA and develop a project plan with a timeline to implement the process.

4. Provider Communications

- Updates or content posted on the contractor-maintained education portal may also need to be published to the government website. Those changes, such as FAQs, on the government site are the responsibility of government marketing and communications team.
- Deployment of any social media content developed by the contractor, in collaboration

with government will be executed by the government marketing and communications team.

- The contractor will leverage existing capabilities of the currently developed educational and testimonial videos when developing any new videos per the government's request. The contractor will work with the COR to assess feasibility, schedule, cost and impact if new capabilities are required for developing videos that COR requests.

5. Reporting:

- All reports and data-files will be delivered through (b) (4), secured-email or via Secure File Transfer Protocol (SFTP), and all initial and reformatted data files will be accompanied with a data dictionary.
- No significant changes will be made to the layout, format, or cadence of the daily and weekly reports. The contractor will work with the COR on developing and scheduling the change to add race/ethnicity to the weekly data files. This information is not currently being collected for uninsured patients, the updated weekly data files will include this information only for new patients after this change is implemented.
- HRSA will provide detailed requirements for new data reports. These requirements will be mutually agreed upon in advance and then utilized to develop and standardize ongoing reports.
- All requests should be completed in the order in which they are received. If an urgent request is received, this request takes priority over all other requests. Urgent responses could delay the ability to provide a timely response to other data requests. This impact will be shared with the COR when urgent data requests are needed.
- Data requests will not exceed 20 requests per week. Data requests include ad hoc reports (Task 3.5.4) and responses and/or data requests listed in Task 4.3.1.
- One data request shall be sent to the Contractor for one provider/TIN and may include data pulls from multiple systems including but not limited to the UIP Portal, Gateway, adjudication system, and Optum Pay/Bank. If a subsequent request for the same provider/TIN is sent to the Contractor on another occasion, this request will count as a separate request.

6. Requests:

- COR and OIG/DOJ will utilize the reports delivered to obtain the necessary information before submitting an audit/data request to the contractor.
- Support up to one (1) Office of Management and Budget (OMB) A-123 audit per year.
- The Contractor will support one (1) OIG audit of the UIP program. This includes participating in one (1) meeting up to two (2) hours. This also includes up to ten subsequent research and data requests directly related to the OIG audit of the UIP program. If the number of research and data requests exceeds ten, these requests will be fulfilled as part of Task 4.3.1. If OIG starts a new audit, additional quantities may be exercised as needed.

7. 1099 Processing

- Contractor will not support Puerto Rico reporting (Form 4806-SP/Form 1042-S).
- If a provider has previously established an account with the contractor and elected to receive electronic copies only, they will not receive a mailed copy.

III. Tasks

Task 1 – Records Management

The contractor shall:

Manage and maintain Federal records, including electronic records, ensuing from this contract in accordance with all applicable records management laws and regulations, including but not limited to:

- The Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33); 36 CFR,
 - 1236.20 “What are appropriate recordkeeping systems for electronic records?”, and
 - 1236.22 “What are the additional requirements for managing electronic mail records?”

(<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=36:3.0.10.2.25>);

- NARA Bulletin 2013-02, August 29, 2013, “Guidance on a New Approach to Managing Email Records”

(<https://www.archives.gov/records-mgmt/bulletins/2013/2013-02.html>); and

- NARA Bulletin 2010-05 September 08, 2010, “Guidance on Managing Records in Cloud Computing Environments”

(<http://www.archives.gov/records-mgmt/bulletins/2010/2010-05.html>).

Managing the records includes, maintaining records to retain functionality and integrity throughout the records’ full lifecycle including: (1) maintenance of links between records and metadata, and (2) categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Task 2 – Records Management Training

The contractor (and/or subcontractor) shall ensure that all employees having access to (1) Federal information or a Federal information system, or (2) personally identifiable information (PII), complete the HHS Records Management Training before performing work under this

contract, and thereafter completing the annual refresher course during the life of the contract.

The training is located at

https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html. At the end of the Records Management training, the “Congratulations” slide is considered your certificate of completion. Please send the completion certificates to the Contracting Officer Representative (COR) of the contract. The listing of completed training shall be included in the first progress report. Any revisions to this listing as a result of staffing changes shall be submitted with next required progress report.

Task 3 – Contract Administration

This task details the contractor’s responsibilities for managing the overall contract performance, personnel, project planning, and project scheduling.

Task 3.1 – Program and Project Management

The contractor shall:

- Be responsible for efficient and effective Uninsured Program and Project Management.
- Establish and maintain program and project objectives and priorities consistent with overall program guidance and direction provided by the COR and HRSA UIP Team. Responsibility for overall direction and administrative support for execution of HRSA program guidance for program project work will fall under the direction of the contractor’s Project Manager. Submit Program/Project Management Plan to COR.
- Establish and maintain the process for the claims reimbursement workflow with an end-to-end process.
- Meet Reporting and analytics requirements for claims processing.
- Program Management activities include:
 - Management of personnel.
 - Establishment of processes and procedures for effective operations and contract management.
 - Management of subcontractors as appropriate.
 - Establishment of effective communications and reporting procedures with HRSA.
 - Financial management of the contract.
 - Provision of full systems life cycle project management support for new and existing system functionality.
 - Overall scheduling and resource management to minimize the risk of scheduling conflicts.
 - Management of system testing.
 - Risk management; document control.
 - Other project management tasks necessary to successfully meet or exceed the

requirements of this contract.

Task 3.2 – Single Point of Contact

The Contractor shall:

- Provide a single point of contact for the management of all aspects of this contract to the COR. The point of contact shall be responsible for ensuring that the services and deliverables required by HHS/HRSA are provided in accordance with the contract.

Task 3.3 – Kickoff Meeting

The Contractor shall:

- Meet with the COR and other HHS/HRSA representatives within ten (10) business days of the effective date of the contract (EDOC) to discuss all current activities and the scope of work. One (1) day prior to the kickoff meeting, the contractor shall provide an agenda for the meeting. At the kickoff meeting, the contractor shall discuss project timeline, review scope and assumptions, projects guiding principles, contact information of key personnel, and proposed communication schedule/plan.
- Submit detailed minutes of the meeting to the COR within one (1) week.
- The objectives of the kickoff meeting are to:
 1. Initiate the communication process between HHS/HRSA and the contractor.
 2. Review scope and assumptions as outlined in the proposal to ensure alignment on the work, deliverables, and outcomes and ensure the contractor understands the expectations of key stakeholders regarding the scope of work and the effort.
 3. Review communication approach and ground rules.

Task 3.4 – Update Meetings

The Contractor shall:

- Chair semi-weekly conference calls with the COR and HHS/HRSA representatives, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda with action items and any corrections within 24 hours of the meeting.
- Provide project updates at these semi-weekly conference call meetings, and as requested by the COR. Up to four Ad hoc meetings will be scheduled per month as necessary; some meeting requests may be late minute/urgent. This is a total of twelve (12) meetings per month.
- Attend biweekly conference calls with the COR to discuss contract management and operations, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the

agenda with action items and any corrections within 24 hours of the meeting.

Task 3.5 – Reports

This section identifies the reports the contractor shall provide to meet the performance requirements. The report formats will be agreed upon between the contractor and the COR.

Task 3.5.1 – Monthly Status Reports

The Contractor shall:

- Provide the COR and HRSA UIP Team, a Monthly Status Report for each monthly reporting period, due on or before the 17th of each month. This report shall contain, as applicable, the following sections:
 - Project description.
 - Activities planned for the upcoming reporting period.
 - Activities performed during the prior reporting period.
 - Progress on deliverables as stated in the Project Management Plan.
 - Project issues and risks that may impact schedule, budget, and/or quality.
 - Provide financial management and reporting, including cost management.
 - Funding status.
 - Performance Metrics.
 - Number of claims reimbursed.
 - The number of attestations and claims reimbursements completed. This list must include information on Provider types and the geographic distribution.
 - The breakdown of testing versus treatment reimbursements.
 - Include monthly report that includes providers with claims held due to law enforcement concerns
 - Include monthly report of recovered funds including voluntary payments and offsets.
 - Include monthly report of open overpayments inventory and list of providers with a balance after offsets.

The contractor will work with the COR on developing and scheduling the addition of the following information to the monthly report:

- The number of attestations and claims reimbursements completed. This list will include information on Provider types and the geographic distribution.

Task 3.5.2 – Weekly Reports

The Contractor shall:

- Provide a weekly report to the COR due on each Wednesday by 6:00 PM (Eastern Time). The Weekly Status Report shall be cumulative and contain key data, such as customer

service summary statistics, and reimbursement and return details. The COR may request changes in the data on the weekly report.

Identified Weekly Report Titles:

- Frequency and dollar amount of Testing, Treatment, and Vaccine Administration Found on Claims-Weekly File rolling up Treatment, Testing, and Vaccine Administration by Codes found on Claims.
- Member Rollup-Provider, Member, Treatment, Testing, and Vaccine Administration totals by week.
- Provider Demographic Data-Weekly file for providers, by specialty type) who have submitted claims that week showing their demographics as defined by HRSA.
- Public File Report-Cumulative Report showing all data for Billing Provider at Treatment and Testing Total.
- White House Report-Cumulative Provider, Member, Treatment, Testing, Vaccine Administration and claim roll- up, to ensure the performance of the Uninsured Program.
- Report on types of visits (for example, hospital, inpatient, etc.) broken down by treatment and testing.
- Report on Coverage types. This shall include carriers and be cumulative.
- A Histogram depicting the number of claims submitted. This shall be cumulative.
- Report on uninsured patient demographics, including age, race/ethnicity, gender, and state of residence.

Task 3.5.3 – Daily Reports

The Contractor shall:

- Provide daily status reports to the COR and HRSA UIP Team on claims reimbursement as determined by the COR and outlined in the schedule of deliverables.

Identified Daily Reports:

- Daily Executive Email. This shall provide cumulative daily metrics showing:
 - 1) The status and health of the program.
 - 2) Projected and actual reimbursements for testing, treating, and vaccinating the uninsured.
 - 3) The number of claims rejected.
 - 4) The number and dollar amount of payment errors.
 - 5) Payment returns.
 - 6) Possible testing, treatment, and vaccine administration requests in the pipeline (10-14 days out).
 - 7) Number of distinct members (patients) served.
 - 8) Number of distinct providers with claims.
 - 9) Number of validated TINS.

- 10) Number of completed ACH enrollments.
 - 11) Number of submissions without member IDs.
 - 12) Number of members with existing coverage.
 - 13) Heat maps showing providers paid by city, state, and zip code.
 - 14) Heat maps showing claims reimbursed by Provider state.
 - 15) Heat map showing uninsured patients for whom claims were submitted.
 - 16) Heat maps showing uninsured patients' submitted/state population.
- Daily Financial Report. This shall provide a daily payment reconciliation report to the COR and HRSA's Office of Budget and Finance (OBF) that includes cumulative reimbursements to providers for "testing" "treatment" and "vaccine administration" to facilitate the ability of HHS/HRSA to maintain financial control and stay within funding limitations for this program.
 - Maintain a record of the claims reimbursed to eligible providers, broken down by testing, treatment, and vaccine administration and submit this "FedFile" on a daily basis to the HRSA finance team as coordinated by the COR.

Task 3.5.4 – Ad hoc Reports

The Contractor shall:

- Provide 24 ad hoc reports as requested by the COR per year, to ensure the performance of the Uninsured Program. Of the 24 ad hoc reports, 12 are for the OIG/DOJ monthly files and 12 are for the Program Integrity Assessment files.

Task 3.5.5 – Final Reports

The Contractor shall:

- Submit a final report to the COR 30 days prior to the end of each period of performance memorializing the contractor's scope, role, duties, key challenges, risks, decisions, and solutions, and timeline of events. The timeline of events shall be written as a narrative. This report may be a compendium of other deliverables. Submit a final claims reimbursement reconciliation report to the COR.
- The Base Year Final Report will be submitted no later than the OY1 Final Report.

Task 3.6 – Risk Management

The Contractor shall:

- Create, maintain and submit to the COR a Risk Management Plan by identifying, documenting, analyzing, and prioritizing risks associated with the Uninsured Program. Manage and develop strategies to handle identified risks, and monitor the health of the program throughout its life cycle.

Task 3.7 – Communication and Correspondence

The Contractor shall:

- Include the COR on all correspondence with the Government.
- Send all reports and deliverables to the COR and/or CO and designee.
- Include the COR in all teleconferences/meetings with the Government.
- Send any and all requests for changes, such as modifications to the COR and/or CO.

Task 3.8 – Documents

The Contractor shall:

- Develop and submit the following project management documents to the COR:
 - Visual business workflows for the overall process.
 - Claims reimbursement methodology.
 - Provider support (call center) plan.
 - Systems security and privacy artifacts.

Task 3.9 – Performance and Quality Metrics

The Contractor shall:

Develop and implement contractor performance and quality metrics in the QASP. The COR will evaluate the contractor using these metrics on a weekly basis. HHS/HRSA will require frequent updates on total claims reimbursements to ensure that the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured stays within statutory funding limits.

Task 4 – Provider and Consumer Outreach and Education (POE)

Task 4.1 – Provider Outreach and Education

The Contractor shall:

- Conduct webinars for Outreach and Education up to:
 - Base year: 2 webinars
 - Option year 1: 2 webinars
 - Option year 2: 1 webinar
- Develop testimonial videos up to:
 - Base year: 3 videos
 - Option year 1: 2 videos
 - Option year 2: 1 video

- Support email communications up to
 - Base year: 3.9 million
 - Option year 1: 636,000 (up to 100 Provider Outreach and Education may be supported through follow up phone calls)
 - Option year 2: 363,000
 - Deliver education to groups or individuals through the most appropriate media channel such as website materials, emails, teleconferences, etc. All communications materials shall be reviewed and approved by the COR and the HRSA Office of Communications (OC). Materials shall display HHS and HRSA branding. Contractor logo may not be included on these materials.
 - Leverage HRSA's existing social media channels: Facebook, Instagram, LinkedIn and Twitter. Videos developed by the contractor shall be provided to HRSA to be placed on existing channels. The contractor shall coordinate with COR and OC on information and education that may need to be disseminated nationally through channels other than the contractor's website. Support up to:
 - Base year: Three testimonial videos
 - Option year 1: Two testimonial videos
 - Option year 2: One testimonial videos
 - Teleconference or webinars shall be made available on the contractor's website, or conducted using the contractor's available technology or in collaboration with HRSA Office of Information Technology. Source files for video and graphic shall be provided to HRSA at the end of the contract. Support up to:
 - Base year: Two webinars
 - Option year 1: Two webinars
 - Option year 2: One webinar
- Update content on the educational microsite once per week to stay current with changes and updates to the program, including FAQs updates based on feedback being provided by the participants in the program.
- Contractor will ensure HRSA and HHS logos/branding are prominent on all materials developed under the contract. Contractor shall not use its own branding.
 - Coordinate with staff within the contractor's other business areas (Electronic Data Interchange and the contact center) to promote internal communication and development of provider education needs, including preventing common billing errors.
 - Partner with HRSA on how to respond to inquiries received outside of the contact center.

Task 4.2 – Microsite

The Contractor shall:

- Provide input into the development of a landing page on its website to communicate overall program, FAQ's and provide key links for Health Care Providers to input data necessary for reimbursement of eligible COVID-19 testing, treatment, and vaccine administration claims. The Contractor shall use the same domain (Linkhealth.com) for the length of the contract.
- Develop content to support a provider educational website. The primary audience of the website will be the provider community serving the uninsured across the country.
- Provide up-to-date information on provider billing for COVID-19 related claims for the uninsured and include links to the CDC and other responsible sources for public health updates on this website. Site content shall follow Federal plain language guidelines at <https://plainlanguage.gov/guidelines/>.

Task 4.3 – Stakeholder Communications

The Contractor shall:

- Coordinate external communications related to the work contained in this PWS with Federal stakeholders and professional associations, which includes targeted email messages, promotional toolkits, fact sheets, and videos/graphics, etc.
- Create social media plans and content to address eligible provider concerns in coordination with HRSA and subject to HHS approval.
- Develop and maintain social media outreach plan with accompanying graphic images and messages to help inform eligible providers about the program in coordination with the COR and communications branch and subject to HRSA OC and HHS ASPA approval.

Task 4.3.1 – Respond to Questions/Data Requests and Request for Analysis

The Contractor shall:

- Provide responses and/or data (through the designated POC and the COR) for questions/data requests from components within Federal Government and external stakeholders.
 - Respond to law enforcement TIN investigation requests (one request is for one TIN/provider):
 - Base year: up to 140 individual TIN investigations
 - Option year 1: up to 240 individual TIN investigations
 - Option year 2: up to 240 individual TIN investigations
 - Respond to A-123 audits.

- Base year: up to 1 A-123 audit
- Option year 1: up to 1 A-123 audit
- Option year 2: up to 1 A-123 audit
- Respond to OIG audit of UIP program.
 - Option year 1: up to 1 OIG audit
 - Option year 2: up to 1 OIG audit
- Respond to Congressional/OMB/FOIA/media requests (one request is for one TIN/provider).
 - Base year: 25 interviews
 - Option year 1: up to 240 requests
 - Option year 2: up to 240 requests
 -
- Respond to HRSA requests (one request is either for one TIN/provider or one question set).
 - Option year 1: up to 120 requests
 - Option year 2: up to 120 requests

All data requests shall be fulfilled within 3 business days of request from the COR but at times, an urgent response may be needed within 12-24 hours. Where circumstances make meeting that deadline unfeasible, notify COR as soon as possible but no later than 1 business day, with contractors reason for the delay and contractor's proposed new data submission date.

- Some requests may involve data that may be withheld under the terms of the Privacy Act of 1974, as amended (5 U.S.C. ' 552a), the Trade Secrets Act (18 U.S.C. ' 1905), the Freedom of Information Act (FOIA) (5 U.S.C. ' 552), or other applicable laws. For example, any personally-identified or personally identifiable data maintained in the OPTN/SRTR/HRSA Data System of Records, HHS/HRSA/HSB/DoT, No. 09-15-0055, including data maintained electronically, must be disclosed consistent with the Privacy Act and the Systems Routine Uses, outlined in the applicable System of Records Notice (73 Fed. Reg. 19519, as amended).
- Notify through the COR within 3 days of the request if: (1) the data are not collected and/or available; (2) release of the data violates the Privacy Act or applicable laws; (3) the use of the data is not sufficiently valuable to warrant a large scale expenditure of time and effort; or (4) the data and information are otherwise exempted from disclosure under the FOIA, when applicable.
- Data requests from within the Federal government shall be given the highest priority of all data requests.
- Track the number of routine and complex data requests from inside the Government and report this information in the monthly progress report.

Task 5 – Eligibility and Provider Reimbursement Terms and Conditions Attestations

Task 5.1 – Provider Portal

The Contractor shall:

- Per HRSA guidance and direction, develop, implement and maintain a portal based on program requirements to allow healthcare providers to confirm and/or submit data required for ACH transactions, attest to the terms and conditions of the Uninsured Program and submit provider and patient rosters for validation to program guidelines.
- Use the same domain (Linkhealth.com) for the length of the contract.
- Configure the portal so that it can be closed, once funding thresholds are met.
- Retain all data and provide reports with specific factors as determined by the COR including cross referencing providers attestations and submissions with claims reimbursement data. Perform retrospective review of claims reimbursements to ensure that Providers' attestations were compliant with their patients' defined uninsured status.
- Maintain the integrity of the original provider records.
- Establish and maintain the process for providers not currently enrolled with contractor to register on the contractor's program portal.
- Establish and maintain process for providers to set up a bank account with contractor's designated bank for electronic reimbursement of claims submissions. Maintain a list of the providers that have been required to register with such bank.

Task 5.2 – Patient Eligibility Verification

The Contractor shall:

- Review Provider Attestation Documents to determine whether the provider submitted the required information. NOTE: The parties agree that the provider and not the contractor is responsible for the accuracy of the information provided.
- Perform prepayment verifications of patients' insurance status.
- For individual(s) (patient(s)) where eligibility is determined, issue temporary member IDs for the use of claims submissions and processing.
- Establish and manage a process for reconsideration of eligibility for providers who have received a denial of eligibility based on insurance coverage found for submitted individual(s) (patient(s)).

Task 6 – Electronic Claims Intake and Data Interchange

The Contractor shall:

- Set up an electronic system for eligible providers to submit COVID-19 837 claims for testing, treating, and vaccine administration of uninsured individuals.
- Implement a system of edits at the EDI gateway or where applicable to identify claims not meeting program eligibility or reimbursement guidelines resulting in rejection of non-compliant claims.
- Detect and notify the COR within one (1) calendar day from when fraudulent activity is detected and/or when an entity that is under investigation by any other Federal Government agency that submits a claim
- Be able to mask the data extract file to avoid PII intake.
- Establish a reimbursement management system.
- Establish and control reimbursement requests, chain of custody, and money transfer workflow.
- Implement controls to ensure reimbursement transfer accuracy.
- Recommend and establish processes to ensure reimbursement integrity and improve efficiencies.
- Provide a reimbursement system that manages all financial transactions, such as:
 - Interface with the bank.
 - Accept wire transfers.
 - Return any returned funds to HHS on a weekly basis.
- Disburse claims reimbursements daily, Monday through Friday, with the exception of any Federal Reserve Bank holidays.

Task 7 – Claim Processing

The Contractor shall:

- Process claims billed
 - Base year: Up to 42,862,928
 - Option year 1: Up to 7,000,000
 - Option year 2: Up to 4,000,000
- Auto-adjudication rate of claims
 - Base year: 98%

- Option year 1: 98%
- Option year 2: 98%

Task 7.1 – Claim Adjudication

The Contractor shall:

- Send provider (including billing agents or clearing houses, acting on behalf of the provider) claims to a collection point that houses preprocessing functionality before entry into the adjudication systems.
- Accept claims that meet eligibility requirements (are for covered services, during established dates of service submitted by eligible provider(s) contain patients that have been submitted via the attestation process and are not reimbursable by other insurance).
- Hold claims already submitted by providers that HRSA has placed on hold in the adjudication platform. As requested, provide the universe of claims for providers on hold.
- Perform a coordination of benefits for individuals with limited or supplemental Medicaid coverage.
- Perform an eligibility verification to ensure that the patient on the claim is not eligible for other insurance
- Provide HRSA with adjudicated claims upon request.

Task 7.2 – General Claims Processing

The Contractor shall:

- Establish and maintain written process that will be shared with the COR that outlines the contractors claims verification process to ensure that claims are accurate, meet all eligibility requirements as indicated in HHS policies and regulations, and are paid at the correct amount. To include verification of the following:
 - Appropriate Diagnosis/Code (a COVID-19 diagnosis).
 - Provider Eligibility.
 - Verify the Providers status using the following lists (and other identified sources including the Providers on Hold list):
 - Office of Inspector General's List of Excluded Individuals/Entities (LEIE).
 - CMS Medicare Revocation List.
 - CMS Medicaid Termination List.

- CMS Compliance Holds.
- Notify the COR and HRSA UIP Team in writing immediately, in the event that a provider that is on either of the above lists has been reimbursed.
- Establish and maintain a written retroactive claim verification process that will be used to validate the above information.
- Patient Eligibility.
- Verification of Patients Insurance Status.
 - Review this written process document with the COR on a monthly basis to verify that these validations are occurring as documented, update as appropriate, and ensure alignment with program policy.

See price schedule under Section B.2 for payment quantities.

Task 7.3 – Back-End Processing

The Contractor shall:

- Document the detailed criteria used during review of identified overpayments and offsets. The Contractor shall periodically review overpayment validations with the COR to verify that they are being identified as documented, update as appropriate, and that provider accounts are offset in alignment with program guidelines.
- Perform a back-end processing to close out and verify claims payments. Reconfirmation of each claim's eligibility after 30-days, 60-days, and 90-day to review for improper payments.
- Provide a report to HRSA every two weeks identifying excluded provider payments. If the payment amount is greater than \$10,000, the Contractor shall notify the COR within 2 business days with this information.
- For claim overpayments the contractor shall off set future claims to correct the overpayments.

Task 7.4 – Remittance Advice

The Contractor shall:

- Generate timely and accurate payment and delivery of Electronic Remittance Advices (ERAs) and make ERAs available to providers.

Task 8 – Financial Management and Claims Reimbursements

The Contractor shall:

- Process claims paid

- Base year: Up to 29,488,437
- Option year 1: Up to 3,000,000
- Option year 1: Up to 1,000,000

Task 8.1 – Claims Reimbursement

The Contractor shall:

- Distribute claim reimbursements to eligible providers based on verified and adjudicated testing, treatment, and vaccine administration claims submitted through contractor’s EDI gateway.
 - The reimbursements shall be based on required diagnoses, coding, dates of service, provider and patient information. Providers are required to enable an ACH Account as part of the Uninsured Program to facilitate payment.
 - The contractor’s Bank shall use this information to make ACH payments to providers who have performed COVID-19 testing, treatment, or vaccine administration on behalf of uninsured patients.
- Use the approved Wire Transfer Instructions and execute the Wire Transfer Instructions using an FDIC-protected Bank Account (“Bank Account”) as described in the Tripartite Agreement among the parties.
- Validate that the funds have been received in the contractor’s bank account.

Task 8.2 – Reimbursement System

The Contractor shall:

- Establish and maintain a reimbursement system that shall distribute reimbursements to Healthcare Providers serving the uninsured using its existing systems.
- Send a funding request to the COR, HRSA/PRB’s Executive Officer and Administrative Officer, and the HRSA Office of Budget and Finance for approval and funds certification daily. The funding requests shall be for the total funds required for claims reimbursement payments pending distribution to providers. On the same day that a funding request is sent, the Contractor shall send an excel file to the COR with the TINs, provider names, payment numbers, payment amounts and payment dates of that day’s funding request.
- —
- After receiving confirmation from the HRSA/PRB’s Associate Administrator or Deputy Associate Administrator, HRSA Office of Budget and Finance will review and approve the funding request. HRSA Office of Budget and Finance will process the funding request through UFMS to the Treasury.

- The Treasury will deposit the funds into the bank account per the payment date on the HHS calendar.
- Funding requests shall include the gross payment total for the program, the contractor EIN associated with the program bank account, the contractor's legal business name, and the date of the request.
- Identify the reimbursements as "testing", "treatment", or "vaccine administration" within 24 hours of the request so that those specific funds, CANs, and appropriations will be tracked and expended.
- After reimbursements are sent via electronic funds transfer to Healthcare Providers, process any rejections, failed transactions and payment errors arising from the reimbursements and provide this data to the COR within 72 hours, or as soon as possible given the nature of the rejection.
- As determined by the COR or designee, the contractor's Provider Services team shall contact providers to obtain corrected ACH information.

Task 8.3 –Return Payments

The Contractor shall:

- Establish and maintain a process for return of over-payment and other forms of non-acceptance or return by the Providers and submit this process to the COR.
 - Implement the agreed upon process.
- Return overpayments returned by healthcare providers to HRSA per Treasury instructions.
- Manage, maintain and report reimbursement over-payments and status of returns through weekly file submission to Uninsured Program Team and COR. Review with Uninsured Program team twice monthly.
- Maintain an auditable system of records for all claims reimbursements.
- Maintain auditable funds control and management of all deposits and transactions.
- Have quality assurance and payment integrity capabilities and use Contractor defined processes to ensure reimbursements are processed accurately and without duplication. Submit the process to the COR.
- Have reporting capability consistent with Reporting requirements of this program for claims reimbursement transactions and audits, and shall comply with all HHS/HRSA

Security requirements.

Task 8.4 – Approved Bank Account

The Contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions in accordance with the Tripartite Agreement.
- Establish and Maintain bank account for the Testing, Treatment, and Vaccine Administration for the Uninsured Program (the “Bank Account”) with accounting and reporting to reflect the actual testing vs treatment vs vaccine administration reimbursements.
 - Return any and all interest gained on net balances in the account to HRSA via wire transfer on a monthly basis.
 - Provide account safeguards, monitoring and access controls to Uninsured Testing, Treatment and Vaccine Administration related financial transactions.
- Use the Bank Account to process and make claims payments.
- Submit a monthly utilization report to the COR to validate the total monthly utilization for the account.
- Coordinate with contractor affiliates to maintain a lockbox to receive payments from providers, if needed.
- Complete, sign, and send a form to HRSA’s Office of Budget and Finance (OBF) and HHS’s Program Support Center (PSC) to establish and maintain a vendor account (also known as supplier site) in the UFMS system that identifies contractor’s bank account. Treasury shall deposit funds into the bank account during each payment cycle.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance. Non-zero balances may be necessary for managing obligated funds to cover electronic funds payments in process.
- Return surplus funds received from providers to HHS on a daily basis or otherwise determined by the COR. Returned funds shall include the principal, interest, total amount, total count and allowance.
- Submit a final claims reimbursement reconciliation report to the COR within 2 weeks of the contract close out and return any unobligated funds

Task 8.5 – Financial Management and Reporting

The Contractor shall:

- Provide documentation annually to the COR and HRSA's OBF for A-123 assessment demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.
- Have the required accounting, logical partitions, firewalls, and funds control capabilities to ensure that all Treasury deposits and financial transactions are managed, maintained, and reported separately in a bank account.
- Establish and maintain payment integrity plan that ensures internal contractor controls comply with the A-123 assessment to implement appropriate cost-effective management controls for results-oriented management; assess the adequacy of management controls; identify deficiencies; take corresponding corrective action, and report on management of those controls.

Task 8.5.1 – Financial Accounting System

The Contractor shall:

- Host the financial accounting systems responsible for processing and reimbursing claims.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of millions of claims reimbursement records.
- Secure reporting and file transfer capabilities.
- Secure interface with other HHS/HRSA internal systems and external systems such as US Treasury.
- Ensure disaster recovery capabilities.
- Operate and maintain the financial accounting system.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of payment records per HHS/HRSA records retention requirements.
- Secure reporting and file transfer capabilities.
- Secure interface with other internal systems and external systems such as US Treasury; and Disaster recovery capabilities.
- Provide HRSA's OBF and COR with a daily extract of financial data from

- contractor's financial accounting system.
- Provide a scheduled banking data file(s) as necessary from the financial accounting system that provides details of all financial transactions, commitments, obligations, returns, and originated ACH, re-issued, flagged for stop payment, cashed, etc. with the fields and columns determined by HRSA OBF.
- Provide a secure file transfer process.
- Coordinate with and provide the approved file structure, data elements, data dictionary, etc. to the HRSA's OBF.
- Reconcile the reimbursement files with the actual reimbursements made for testing, treatment, and vaccine administration to ensure the reimbursements can be tied back to the initial funding request and the appropriate Legislation and accounting CANs.

Task 8.5.2 – Accounting System Database

The Contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine execution of payment files.
 - Secure processing and storage of millions of payment records.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HHS internal systems and external systems such as US Treasury.
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine execution of payment files.
 - Secure processing and storage of payment records per HHS records retention requirements.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HRSA internal systems and external systems such as US Treasury.
 - Disaster recovery capabilities.
- Participate in workgroup sessions facilitated by HRSA and collaborate with Integrated Resources Management System (IRMS) vendor to document the technical and business requirements for the IRMS system's connectivity with contractor accounting system.
- Provide a daily incremental extract file from the banking system to COR and HRSA's OBF by 1:00 PM (ET) that provides details of all financial reimbursement transactions, including payment date, amount, TIN, customer name, testing amount, treatment amount, vaccine administration amount, and total amount.

- Establish and maintain a trusted and secure file exchange process between UHG and HRSA's IRMS.
- Specifics of the file structure, data elements, data dictionary, etc., to be provided to COR and HRSA'S OBF after initial kickoff meeting with contractor.

Note: IRMS is financial data warehouse managed by HRSA to collect and store financial commitments, obligations and disbursements, and is used by Agency staff to verify the status and availability of funds, support internal controls testing, and other enterprise risk management activities.

Task 8.5.3 – Claims Reimbursement Files

The Contractor shall:

- Work with COR and HRSA project staff to establish and maintain a standardized reimbursement file format.
- Ensure each claims reimbursement file has an ACH as necessary.
- Track each claims reimbursement file distribution amount, ACH addenda record.
- Review the claims reimbursement file for quality controls.
 - Ensure each provider payment has a TIN.

Task 8.5.4 – Reimbursement Requests

The Contractor shall:

- Process ACH transactions for TINs/Providers registered in UHG/Optum Pay system or HHS wire through Optum Bank ACH, up to:
 - Base year: 636,000 ACH transactions
 - Option year 1: 64,000 ACH transactions
 - Option year 2: 21,000 ACH transactions
- Send a reimbursement request to the COR for approval and funds certification prior to the initiation of a transfer to the contractor's Bank Account.
- The reimbursement requests shall provide the total funds requested. Funds are to initiate transfers to contractor's designated bank account for HRSA's Uninsured Program. Upon receipt, contractor's bank will release the corresponding ACH reimbursements to health care providers serving the uninsured for COVID-19 claims for testing, treatment, and vaccine administration services.
- The reimbursement request shall include, the contract number associated with the program, the contractor's legal business name, and the date of the request. Additional

documentation to support the claims reimbursement may be requested by the COR

Task 8.5.5 – Patient Verification

The Contractor shall:

- Review Provider Attestation Documents.
- Perform prepayment verifications of patients’ insurance status.
- Use other health information at the time of service.
- Implement retrospective verification of patients’ insurance status 30 days, 60 days, and 90 days after claim payment to confirm eligibility at the time of claims submission.

Task 8.6 – Payment Returns and Recovery

The Contractor shall:

- Provide post-pay support for Payment Integrity (includes (b) (4) (b) (4) for up to:
 - Base year: 222,000 claims
 - Option year 1: 22,000 claims
 - Option year 2: 7,000 claims
- Develop and maintain a process to handle funds returned by providers. This includes funds returned via check. The contractor will receive the returned funds from the provider, reconcile the funds returned between the treatment, testing, and vaccine administration funds, and allocate funds back to the source account(s), as appropriate.
- Develop and maintain a process to identify an overpayment to a provider, offset the overpayment against a future claim by the provider of the overpayment, reconcile the recovered overpayment against the treatment and testing funding, and allocate funds back to the treatment or test funding, as appropriate.
- Provide HRSA with aggregate list of providers with over payment who stopped billing for a period of 30-days after being identified as having received overpayments. Submit this process to the COR.
 - If funds are exhausted, contractor will identify and send a report of all open overpayment inventory to the COR.
- Assist HHS/HRSA in recovering funds from identified providers via offset against future program payments or repayments.
- Include an adjustment flag within the daily incremental extract file that identifies the provider, TIN, amount, etc., for all return transactions,

Task 8.7 – FPLP Withholding to Payments

The Contractor shall:

- Ensure that all payments are subjected to FPLP or non-tax debt withholding in accordance with Treasury policy and procedure.
- Construct an extract file of the reimbursement information file including legal business name and TIN.
- Send the extract file to the Treasury to match against the debt database.
- Receive a match file from the Treasury for any payee with outstanding tax or non-tax debt.
- Offset payment to the payee in accordance with the Treasury withholding requirements and send offset file to the Treasury with the debt amounts withheld.
- Receive an acknowledgement file from the Treasury.
- Forward all FPLP withholdings to the Treasury within 10 business days.
- Ensure that the payment remittance advice is designated with the appropriate reason code for the FPLP withholding.

Task 8.8 – IRS 1099s to Payees

The Contractor shall:

- Process unique 1099s up to:
 - Base year: 225,000
 - Option year 1: 22,000
 - Option year 2: 7,000
- Prepare and send IRS 1099-MISC, in accordance with IRS regulations (<https://www.irs.gov/newsroom/frequently-asked-questions-about-taxation-of-provider-relief-payments>), no later than January 31st to all payees that received payments during the prior calendar year.
- Send the electronic 1099 file with this information to the IRS in accordance with the IRS reporting deadline.

Task 9 – Provider Call Support**Task 9.1 – Customer Service**

The Contractor shall:

- Establish a Customer Service Program to respond to provider inquiries and educate providers about the Uninsured Program. The contractor's Customer Service Center serves as the primary point of contact with the providers needing Uninsured Program support on a day to day basis.
- Provide customer service:
 - Provide Call Center Services from 8:00am to 10:00pm Central to respond to provider telephone inquiries.
 - Establish the infrastructure to adequately support call volume. Support up to:
 - Base year: 204,000 calls
 - Option year 1: 34,000 calls
 - Option year 2: 19,000 calls
 - Respond to provider telephone and email (for off hour inquiries) inquiries promptly, clearly, and accurately.
 - Coordinate HHS/HRSA on response plans for external correspondence.
 - Maintain a high level of provider service and satisfaction through good communication and relationships with providers.
 - Train and prepare call center staff to receive and respond to calls from health care providers regarding testing, treating, and vaccinating the uninsured.
 - Define FAQ scripts using the available information including talking points and manager talking points, Q&A, train call center staff, and develop a plan to train to interface with the Providers.
 - Monitor provider contact centers as needed to ensure satisfactory quality and performance standards are met for all PCC telephone inquiries.
 - Provide Federal Telecommunications Services (FTS) lines for toll-free access to the customer support service.
 - Meet the requirements for the Americans with Disabilities Act (ADA).
 - Develop and update efficient protocols, SOPs, and training manuals for referring, tracking and monitoring user requests. Protocols, SOPs, and training manuals shall be made available to the COR anytime upon request.
 - Support eligible provider inquiries related to technical issues, such as Attestation and accessing microsite/portal.
 - Establish and maintain a defined internal escalation and issue tracking process with input from HRSA to review and respond to questions and to transfer escalated issue to HRSA to support resolution. Submit this defined process to the COR within 30 days of EDOC.

Task 9.2 – Email

The Uninsured Program receives a variety of documents via email. All emails must comply with the HHS Visual Style Guide and HHS logo policy.

The Contractor shall:

- Establish, operate and maintain email operations.
- Manage the inventory of all the forms and templates incoming and outgoing correspondence.
- Track and electronically store any and all information related to outgoing and returned email correspondence.

Task 10 – IT Services

Task 10.1 – Software

The Contractor shall:

- Manage contractor provided software resources and for coordinating with other program systems (e.g. JIRA, etc.) to perform the activities of the COVID-19 Uninsured Program.
- Provide resources to support operations and corrective maintenance of supporting software.
- Provide a demo and screenshots of each provider facing system after each system change to the COR.
- Provide both emergency and routine system support as needed.
- Ensure all contractor owned contractor operated (COCO) and commercial off the shelf software (COTS) software is maintained, patched, and updated to maintain the security baseline.

Task 10.2 – Software Quality Control and Systems Development Management Plan

The Contractor shall:

- Use its existing systems and processes regarding maintenance and changes to its Software and Systems including processes consistent with FDIC regulations.

Task 10.3 – Secure Data Transfer

The Contractor shall:

- Provide a secure method to send and receive sensitive data files, the point of contact for sending and receiving all sensitive files is the COR or COR designee.

Task 11 – Support for Program Operations

Task 11.1 – Compliance

The Contractor shall:

- Adhere to the contractor’s code of conduct, as a guide to principles of ethics and integrity, directing acceptable and appropriate business conduct by the company’s employees and contractors. The code of conduct establishes expectations of organizational culture that encourages ethical conduct and a commitment to compliance. The code of conduct also establishes the importance for all employees to understand their role in achieving compliance; all employees are accountable to understand the laws, regulations, contractual obligations, and company policies that apply to their specific area.

All contractor employees are required to report suspected or known non-compliance in accordance with company policies and procedures. Contractor employees are required to attest to the code of conduct upon hire and annually thereafter.

- Establish and maintain strategies to ensure that all healthcare providers, including providers known to the Contractor prior to the start of this contract, receiving reimbursements submit all required information and complete all attestation actions as required by law and policy per HRSA guidance and direction.
- Provide user and technical support services related to attestation compliance.
- Provide support to evaluate cases involving complex policy questions or business rules.
- Obtain additional information, as necessary, from appropriate providers to assist in resolving compliance, policy, and program integrity issues.

Task 11.2 – Research and Data Support

The Contractor shall:

- Maintain and improve the integrity and accuracy of the data reported to the Uninsured program. The contractor shall use a secure method to send and receive data.
- Coordinate all reporting, research, data support and data requests through the contractor single point of contact and COR.
- Assist with agreed upon specific projects related to preparation of data files, statistical analysis of research data, and other projects related to research efforts. Assist with agreed upon specific projects related to ad-hoc data requests, data integrity efforts, data extracts, and other data-related projects that support the Uninsured Program.
- Maintain a log of all reports and Ad hoc data requests. The log shall include the requestor, report purpose, request date, delivery date, and any relevant comments/notes.

Provide this log electronically to the COR once per month.

- Retain records and documentation of all authorized changes to the data including the HHS/HRSA official who authorized the change, the dates and the details of the data before and after the changes were made for each payment file.
- Proactively identify data anomalies and work to help HRSA improve the reliability and integrity of the data:
 - Identify and reduce duplicate reports and improper report types (e.g., corrections vs. revisions).
 - Identify and consolidate multiple reports for the same action.

Task 12 – Baseline Security Requirements

A. Applicability. The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

1. Access (Physical or Logical) to Government Information: A contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
2. Operate a Federal System Containing Information: A contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
3. Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

Protect government information and information systems in order to ensure:

- Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
- Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
- Availability, which means ensuring timely and reliable access to and use of information.

4. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location per FAR clause 52.239-1, Privacy or Security Safeguards. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.
5. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
6. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

B. Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C, at <https://csrc.nist.gov/publications/detail/sp/800-60/vol-2-rev-1/final> and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality: Low Moderate High
 Integrity: Low Moderate High
 Availability: Low Moderate High
 Overall Risk Level: Low Moderate High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

No PII Yes PII

C. Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

D. Controlled Unclassified Information (CUI). CUI is defined as “information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information.” The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term “handling” refers to “ any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information.” 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

1. Marked appropriately;
2. Disclosed to authorized personnel on a Need-To-Know basis;
3. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
4. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

E. Protection of Sensitive Information. For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.

F. Confidentiality and Nondisclosure of Information. Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor officer or employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and HRSA policies. Unauthorized disclosure of information will be subject to the HHS/HRSA sanction policies and/or governed by the following laws and regulations:

1. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
2. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
3. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

G. Internet Protocol Version 6 (IPv6). All acquisitions using Internet Protocol shall comply with FAR sections: FAR 7.105(b) (5), FAR 11.002(g), and FAR 12.202(e).

H. Government Websites. All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

I. Contract Documentation. The Contractor shall use HRSA-provided templates, policies, forms and other documents to comply with contract deliverables as appropriate.

J. Standard for Encryption. The Contractor (and/or any subcontractor) shall:

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and HRSA-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2 at <https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>. The Contractor shall provide a written copy of the validation documentation to the COR prior to the EPLC Design Readiness Review (DRR).
5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

K. Contractor Non-Disclosure Agreement (NDA). Each Contractor (and/or any subcontractor)

employee having access to non-public government information under this contract shall complete the HRSA non-disclosure agreement (Attachment F), as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

L. Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA) – The Contractor shall assist the HRSA Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.

1. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the HRSA SOP or designee with completing a PIA for the system or information within 60 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
2. The Contractor shall assist the HRSA SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

M. Training.

1. **Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/HRSA Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/HRSA Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
2. **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.
3. **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

N. Rules of Behavior

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior,

the HRSA Information Technology Rules of Behavior (included in the HRSA Information Security and Privacy Awareness Training), and any applicable system-level rules of behavior.

2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual HRSA Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable.

O. Incident Response

1. FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.
2. A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII”.
3. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor), the Contractor (and/or any subcontractor) shall:
 - a. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
 - b. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).
 - c. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any

- medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
- i. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - ii. Not include any sensitive information in the subject or body of any reporting e-mail; and
 - iii. Encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, HHS, and HRSA incident response policies when handling PII breaches.
 5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

P. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

Roster. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR within 14 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 14 days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

Q. Contract Initiation and Expiration

1. **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HRSA EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).
2. **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within two weeks before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or HRSA policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HRSA Clearance Form for Separating Employees and Contractors (Form-419) when an employee terminates work under this contract within two weeks days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

R. Contractor Owned Contractor Operated System Security Requirements.

1. **Federal Policies.** The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of

2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.

2. Security Assessment and Authorization (SA&A). A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO 30 days prior to the EPLC Operational Readiness Review (ORR). The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

HRSA's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

- a. SA&A Package Deliverables - The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days prior to the ORR to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package:
 - System Security Plan (SSP) – Initial draft version due within 30 days of the EPLC Performance Baseline Review. Final draft due 120 days prior to the Operational Readiness Review. Final version due 30 days prior to the Operational Readiness Review.
 - The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and HRSA policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.
 - Security Assessment Plan/Report (SAP/SAR) – due 30 days prior to the Operational Readiness Review. The security assessment shall be conducted by

HRSA's Security Assessment Team and be consistent with NIST SP 800-53A, NIST SP 800-30, latest revisions, and HHS and HRSA policies. The assessor will document the assessment results in the SAR.

Thereafter, the Contractor, in coordination with HRSA shall assist in the assessment of the security controls annually and update the SAR at least annually.

- Plan of Action and Milestones (POA&M) – due within 7 days after the Security Control Assessment Report is delivered. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and HRSA policies. All high-risk weaknesses must be mitigated within 30 days and all moderate weaknesses must be mitigated within 180 days from the date weaknesses are formally identified, and documented. HRSA will determine the risk rating of vulnerabilities.
- Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, HRSA may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.
- Contingency Plan – due within 120 days prior to the Operational Readiness Review. The Contingency Plan must be developed in accordance with NIST SP 800-34, latest revision, and be consistent with HHS and HRSA policies. The Contractor shall review/update the Contingency Plan at least annually thereafter.
- Contingency Plan Test – due within 60 days of acceptance of the Contingency Plan by the System Owner. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. The Contractor shall conduct a Contingency Plan Test at least annually thereafter.
- E-Authentication Questionnaire – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

- b. **Information Security Continuous Monitoring.** Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, and HHS IS2P. The following are the minimum requirements for ISCM:
- **Annual Assessment/Review** - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by the agreed upon Authorization to Operate (ATO) date.
 - **Asset Management** - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. The inventory information is required to be produced within 30 days of the EPLC Performance Baseline Review. Final version due within 30 days prior to the Operational Readiness Review and reviewed and updated on a monthly basis thereafter. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
 - **Configuration Management** - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines prior to the EPLC Operational Readiness Review. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
 - **Vulnerability Management** - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for

vulnerability identification and management. If externally-hosted and HRSA is unable to directly scan the system/application, the contractor (and/or any subcontractor) shall provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency prior to the EPLC ORR and at least monthly thereafter and upon request.

- Patching and Vulnerability Remediation - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes:
 - 30 days for Critical and High risk vulnerabilities
 - Critical and High vulnerabilities identified by an application scan are required to be remediated prior to the EPLC ORR.
 - 90 days for Moderate risk vulnerabilities.
 - 180 days for Low risk vulnerabilities.
 - Secure Coding - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
3. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:
- a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
 - b. The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.

- c. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
 - d. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
 - e. Cooperate with inspections, audits, investigations, and reviews.
4. End of Life Compliance. The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
 5. Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor. The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:
 - a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
 - b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS Minimum Security Configuration Standards;
 - c. Maintain the latest operating system patch release and anti-virus software definitions;
 - d. Validate the configuration settings after hardware and software installation, operation,

- maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
- e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
 - f. Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

S. HHS FedRAMP Privacy and Security Requirements

The Contractor (and/or any subcontractor) shall be responsible for the following privacy and security requirements:

1. FedRAMP Compliant ATO. Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.
 - a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline at www.FedRAMP.gov. The HHS Information Security and Privacy Policy (IS2P) and HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance further define the baseline policies as well as roles and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
 - b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
2. Data Jurisdiction. The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
3. Service Level Agreements. The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with HRSA to develop and maintain an SLA.

4. Interconnection Agreement / Memorandum of Agreements. The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements / Understanding in accordance with HHS / HRSA policies.

T. Protection of Information in a Cloud Environment

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/HRSA policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.
5. The disposition of all HHS data shall be at the written direction of HHS/HRSA. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

A SORN is in development by Program.

U. Security Assessment and Authorization (SA&A) Process

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/HRSA security policies.
 - a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the HRSA authorizing official (AO) prior to implementation of system and/or service being acquired.
 - b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
 - c. For all acquired cloud services, the SA&A package must contain the following documentation:
 - 1) Privacy Impact Assessment (PIA).
 - 2) FedRAMP Test Procedures and Results.
 - 3) Security Assessment Plan (SAP).
 - 4) Security Assessment Report (SAR).
 - 5) System Security Plan (SSP).
 - 6) IT System Contingency Plan (CP).
 - 7) IT System CP Test Results.
 - 8) Plan of Action and Milestones (POA&M).
 - 9) Continuous Monitoring Plan (CMP).
 - 10) FedRAMP Control Tailoring Workbook.
 - 11) Control Implementation Summary Table.
 - 12) Results of Penetration Testing.
 - 13) Software Code Review.
 - 14) E-Authentication Questionnaire.
 - 15) System of Record Notice (SORN).
 - 16) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
 - d. Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/HRSA policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any

subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All high risk vulnerabilities must be remediated no later than thirty (30) days from discovery. All moderate risk vulnerabilities must be remediated no later than ninety (90) days from discovery. All low risk vulnerabilities must be remediated no later than one hundred and eighty (180) days from discovery. HRSA will determine the risk rating of vulnerabilities using FedRAMP baselines.
5. Revocation of a Cloud Service. HHS/HRSA have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or HRSA may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

V. Reporting and Continuous Monitoring

1. Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.
2. At a minimum, the Contractor must provide the following artifacts/deliverables on a

monthly basis:

- a. Operating system, database, Web application, and network vulnerability scan results.
- b. Updated POA&Ms.
- c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the HRSA System Owner or AO.
- d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

W. Configuration Baseline

1. The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/HRSA configuration baseline.
2. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

X. Media Transport

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).
2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

Y. Boundary Protection, Trusted Internet Connections (TIC)

1. The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
2. The contractor shall route all external connections through a TIC.

3. Non-Repudiation. The contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

Optional Tasks – Not funded unless exercised.

Optional Task 1 – Transition Out/UIP Sunset Plan

The Contractor shall:

- Develop and implement a 120-day transition-out/UIP sunset plan. The plan shall include:
 - Methodologies and procedures for minimizing disruption of service to qualified eligible providers and major milestones at 30, 60, 90, and 120 days post contract end date (for a 120 day transition).
 - If applicable, support phases to allow collaboration with the outgoing contractor.
 - Ensure transition of all provider documentation about eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption or to HRSA.
 - Include the transition of the documentation, operating procedures and other resources, including, all data generated as a result of this contract.
 - Develop a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees. The plan shall be inclusive of the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems. Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion, the format to deliver the data shall be decided during the performance period. However, the transition materials will not include Contractor proprietary or competitively sensitive information regarding its information, data, systems and processes used to execute this contract.
 - If applicable, this transition plan is predicated on the incoming contractor being available on day one to shadow Contractor staff, be available for all knowledge transfer meetings, and ensure that their staffing is complete at the end of the transition period. The Contractor is not responsible for the incoming contractor's performance during transition.
- Work with any future contractor(s) and HHS/HRSA to facilitate complete operational transition, and this must be addressed in the transition plan.
- Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion; the format to deliver the data shall be decided during the performance period.

Optional Quantities

1. Optional Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews, TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period and Option Periods 1 & 2).

The Government reserves the right to exercise additional quantities of Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews, TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period and Option Periods 1 & 2). The Fee per Submitted (billed) Claims, Fee per Paid Claims, OIG Interviews, TIN Investigations and Reprocessing Claims (Reprocessing Claims Base Period and Option Periods 1 & 2) are divided into multiple distributions, as determined by HHS/HRSA (See Task 4, 7 and 8 of the PWS). See price schedule under Section B.3.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00015

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

HRS303958

5. PROJECT NO. (If applicable)

PRB184 C 3611

6. ISSUED BY CODE

OAMP

7. ADMINISTERED BY (If other than Item 6) CODE

OAMP

HHS/HRSA/OO/OAMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, Rm 14W26B
Rockville MD 20857

HHS/HRSA/OO/OAMP
Office of Acquisition
Management and Policy
5600 Fishers Lane, Room 14W26B
Rockville MD 20857

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

OPTUMSERVE TECHNOLOGY SERVICES INC 118763
Attn: DEREK DELA NOCHE
OPTUMSERVE TECHNOLOGY SERVICES, INC
10480 LITTLE PATUXENT PKWY SUITE 31
COLUMBIA MD 210443575

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
75R60221C00004

10B. DATED (SEE ITEM 13)

04/16/2021

CODE 118763

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$7,000.00

2023.370C04A.25235

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292

DUNS Number: 022016765

UEI: T2SDN8AHFSY6

Title: Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured.

Unique ID# PRB184 C 3611

Award Type: Firm Fixed Price

The purpose of this modification is to exercise Optional Item CLIN 1012 Option Period One Reprocessing Claims, quantity 70,000.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

RUSSELL J. GRABILL

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

/s/

(Signature of Contracting Officer)

11/08/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00015

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
45	<p>Modification details:</p> <p>1. Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Optional Item CLIN 1012 Option Period One Reprocessing Claims, quantity 70,000.</p> <p>2. The total obligated amount for this contract is increased by the sum of \$7,000.00 from \$119,186,727.21 to \$119,193,727.21.</p> <p>3. The total funds currently available for payment and allotted to this contract are \$86,577,416.21 for the period of April 17, 2021 to April 16, 2022, and \$32,616,311.00 for the period of April 17, 2022 to April 16, 2023.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Appr. Yr.: 2023 CAN: 370CO4A Object Class: 25235 Period of Performance: 04/17/2021 to 04/16/2023</p> <p>Change Item 45 to read as follows (amount shown is the obligated amount):</p> <p>CLIN 1012 in Section B of Contract - Optional Item - Fee per Reprocessing Claims. Option Period One. Obligated Amount: \$7,000.00</p> <p>Contract Specialist (CS):</p> <p>Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR):</p> <p>Lisa Park 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov</p>				7,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) PRB184 C 3611
6. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857	CODE OAMP	7. ADMINISTERED BY (If other than Item 6) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857	CODE OAMP
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTUMSERVE TECHNOLOGY SERVICES INC 118763 Attn: DEREK DELA NOCHE OPTUMSERVE TECHNOLOGY SERVICES, INC 10480 LITTLE PATUXENT PKWY SUITE 31 COLUMBIA MD 210443575		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 118763 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75R60221C00004
			10B. DATED (SEE ITEM 13) 04/16/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 52-2016292

DUNS Number: 022016765

UEI: T2SDN8AHFSY6

The purpose of this modification is to 1) revise Attachment C - Billing Instructions and 2) add HHSAR Clause 352.232-71 Electronic Submission of Payment Requests.

1. Attachment C - Billing Instructions is hereby revised to provide instructions on how to submit an invoice through the Department of Treasury's Invoicing Processing Platform (IPP).

2. Section I - Contract Clauses is hereby revised to add the following HHSAR clause in full text:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Eddings, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RUSSELL J. GRABILL	
15B. CONTRACTOR/OFFEROR /s/	15C. DATE SIGNED 11/14/2022	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 11/15/2022
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00016

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>HHSAR 352.232-71 Electronic Submission of Payment Requests (FEB 2022)</p> <p>(a) Definitions. As used in this clause -</p> <p>(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.</p> <p>(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.</p> <p>(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.</p> <p>(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.</p> <p>Payment:</p> <p style="padding-left: 40px;">FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814</p> <p>Period of Performance: 04/17/2021 to 04/16/2023 Contract Specialist (CS):</p> <p>Helen Wesley 5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-2970 Email: hwesley@hrsa.gov</p> <p>Contracting Officer Representative (COR):</p> <p>Lisa Park Continued ...</p>				

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60221C00004/P00016PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	5600 Fishers Lane Rockville, MD. 20857 Phone: 301-443-3513 Email: LPark@hrsa.gov				

SECTION I – CONTRACT CLAUSES

I.1 Federal Acquisition Regulation (FAR) Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporated one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov>.

Clause No.	Title	Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-4	Printing/Copying Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management Maintenance	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-25	Prohibition on Contracting for Certain Telecommunications	

52.209-6	and Video Surveillance Services or Equipment Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2020 JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-12	Certification Regarding Tax Matters	(FEB 2016)
52.210-1	Market Research	JUN 2020
52.212-4	Contract Terms and Conditions-Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	JAN 2021
52.215-2	Audit and Records-Negotiation Alternate II	AUG 2016 (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reductions for Defective Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost of Pricing Data–Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Wavier of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JULY 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost of Pricing Data or Information Other Than Cost or Pricing Data – Modifications	JUN 2020
52.215-23	Limitation on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.223-6	Drug-Free Workplace	(MAY 2001)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certification	(JUN 2020)
52.232-1	Payments	(APR 1984)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)
52.233-2	Service of Protest	(SEPT 2006)

52.237-3	Continuity of Services	(JAN 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(AUG 2019)
52.245-1	Government Property	(JAN 2017)
52.246-25	Limitation of Liability-Services	(FEB 1997)
52.252-6	Authorized Deviations in Clauses	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

FAR Clauses in Full Text:

FAR 52.244-2 Subcontracts (JUN 2020).

(a) Definitions. As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to

quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

FAR 52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.2 Department of Health and Human Services Acquisition Regulation (HHSAR) Contract Clauses

Clause No.	Title	Date
HHSAR 352.203-70	Anti-Lobbying	(DEC 2015)
HHSAR 352.208-70	Printing and Duplication	(DEC 2015)
HHSAR 352.211-1	Public Accommodations and Commercial Facilities	(DEC 2015)
HHSAR 352.211-3	Paperwork Reduction Act	(DEC 2015)
HHSAR 352.219-70	Mentor Protégé Program	(DEC 2015)
HHSAR 352.219-71	Mentor Protégé Program Reporting	(JAN 2010)
HHSAR 352.224-70	Privacy Act	(DEC 2015)
HHSAR 352.227-70	Publications and Publicity	(DEC 2015)
HHSAR 352.231-70	Salary Rate Limitation	(DEC 2015)
HHSAR 352.233-71	Litigation and Claims	(DEC 2015)
HHSAR 352.239-74	Electronic and Information Technology Accessibility	(DEC 2015)

HHSAR Clauses in Full Text:

352.224-71 Confidential Information (DEC 2015)

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.

(c) Confidential Information or records shall not be disclosed by the Contractor until:

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract: personally identifiable information about patients and donors.

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: maintain patient and donor confidentiality and safety.

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

352.232-71 Electronic Submission of Payment Requests (FEB 2022)

(a) Definitions. As used in this clause -

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with HHS procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP)

- All Invoice submissions for goods and or services delivered to facilitate payments must be made electronically through the U.S. Department of Treasury’s Invoice Processing Platform System (IPP).
- Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial items contracts. The IPP website address is: <https://www.ipp.gov>.
- The Department of Treasury will enroll the Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 – 5 business days of the contract award for new contracts or date of modification for existing contracts.
 - Registration emails are sent via email from ipp.noreply@mail.eroct.wai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
 - The Contractor POC will receive two emails from **IPP Customer Support**, the first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
- If your company is already registered to use IPP, you will not be required to re-register.
- If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

Additional HRSA Invoice Requirements:

- (i) The contractor shall submit invoices under this contract once per month or as specified in the payment schedule. For indefinite delivery vehicles, separate invoices must be submitted for each order.
- (ii) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.
- (iii) Invoices must include the Unique Entity Identifier (UEI) of the Contractor.

Attachment C – Billing Instructions

(iv) 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).

(v) Invoices that include cost-reimbursement CLINs must be submitted in a format showing expenditures for that month, as well as contract cumulative amounts.

At a minimum the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred.

- Direct Labor - include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person and a total amount for this category;
- Indirect Costs (i.e., Fringe Benefits, Overhead, General and Administrative, Other Indirects)- show rate, base and total amount;
- Consultants (if applicable) - include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
- Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation shown separately and the per diem costs. Other travel costs shall also be listed;
- Subcontractors (if applicable) - include, for each subcontractor, the same data as required for the prime Contractor;
- Other Direct Costs - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, duplication, postage; and
- Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.