

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00017

See Block 16C

HRS310675

PRB184 C 3611

6. ISSUED BY

CODE OAMP

7. ADMINISTERED BY (If other than Item 6)

CODE OAMP

HHS/HRSA/OO/OAMP

HHS/HRSA/OO/OAMP

Office of Acquisition

Office of Acquisition

Management and Policy

Management and Policy

5600 Fishers Lane, Rm 14W26B

5600 Fishers Lane, Room 14W26B

Rockville MD 20857

Rockville MD 20857

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

(x) 9A. AMENDMENT OF SOLICITATION NO.

OPTUMSERVE TECHNOLOGY SERVICES INC 118763

9B. DATED (SEE ITEM 11)

Attn: DEREK DELA NOCHE

OPTUMSERVE TECHNOLOGY SERVICES, INC

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

10480 LITTLE PATUXENT PKWY SUITE 31

COLUMBIA MD 210443575

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:

\$245,533.40

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 FAR 52.243-1 Changes

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not x 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: (b) (4), (b) (3) (A)

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 and 2) Revise Section B - Supplies or Services and Prices/Costs.

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

03/30/2023

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR  
 OPTUMSERVE TECHNOLOGY SERVICES INC 118763

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
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1. The PWS is hereby revised. See attached Revised PWS (Attachment A).

2. Section B, B.2 - Consideration and Payment, CLIN 1001 - Management and Administration Fees for Option Period One is hereby revised. See attached Revised Section B.

As a result of these changes;

The total Value of Option Period One is increased by \$245,533.40 from \$29,463,016.00 to \$29,708,549.40.

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 \$32,861,844.40 for the period of April 17, 2022 to April 16, 2023.

Payment:

FISCAL  
 U.S. Department of Health and Human  
 Program Support Center  
 7700 Wisconsin Ave; Suite 9000  
 BETHESDA MD 20814

Appr. Yr.: 2023 CAN: 370CO4A Object Class: 25235  
 Period of Performance: 04/17/2022 to 04/16/2023

Add Item 54 as follows:

54	Additional Funding to CLIN 1001 - Management and Administration Fees Obligated Amount: \$245,533.40			245,533.40
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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

**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>(b) (4)</b>	<b>(4)</b>
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		
<b>Total Value Base Period (Not to Exceed):</b>					

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 7 1	Month Month Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each	(b)	(4)
1003	Fee per paid claim	3,000,000	Each	(b)	(4)
<b>Total Value Option Period One (Not to Exceed):</b>					<b>(b) (4)</b>

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	(b)	(4)
2003	Fee per paid claim	1,000,000	Each	(b)	(4)
<b>Total Value Option Period Two (Not to Exceed):</b>					<b>(b) (4)</b>

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		
<b>Total Value Base Period Optional Item and Quantities (Not to Exceed):</b>					

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				
<b>Total Value Option Period Optional Item and Quantities (Not to Exceed):</b>						<b>(b) (4)</b>	

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	Eac h	(b) (4)
2008	TIN Investigation	60	Each	
<b>Total Value Option Period Optional Item and Quantities (Not to Exceed):</b>				(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: March 30, 2023**

## **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 \$24.5 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, with the coordination of HRSA program team and Contractor, and with the approval of the HRSA Contracting Officer, 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

- The contractor will evaluate claims data for claims paid over \$50 and selected suspected overpaid claims will be reviewed by the auditors to determine if an overpayment was made.
- 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 Electronic Claims Gateway (ECG), secured-email, via Secure File Transfer Protocol (SFTP) or Snowflake, 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 and unsolicited return 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 (excluding data for the A-123 and OIG audits and Improper Payment assessment).
  - No more than 30 unsolicited return checks will be included as part of the weekly requests, regardless of the number of TINs involved with the unsolicited return data requests.
- 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.

- The Contractor will support the FY 2022 and FY 2023 Improper Payment Assessments in OY1. This includes participating in up to ten (10) meetings up to two (2) hours each meeting with the COR, HHS/HRSA representatives, and the improper payment assessment contractor. These meetings will take place March 27-31, 2023. The outcome of the meetings will be the approach, including a list of all the specific documents, information, and/or data needed for the following:
  - a. Timestamp for TIN administrator attestation;
  - b. Timestamp for patient roster attestation associated with the patient;
  - c. Information or explanation regarding how payments were calculated. For example, when a facility claim has no procedure code and bills with revenue codes, provide the revenue codes and information used in the payment methodology.
  - d. Documentation including copy of check related to any returns;
  - e. Documentation and/or information related to denials and adjustments, including providing explanations and supporting documentation for claims resulting in negative or zero amounts;
  - f. Data and documentation for corrected claims, claim already processed and duplicate claims (i.e. provide original claim data and documentation);
  - g. Other supporting documentation deemed necessary.

The list of all specific documents, information, and/or data will be provided no later than April 7, 2023 to the COR. An estimate to the number of claims numbers to which this documentation, information and/or data can be provided on a two week cadence starting May 16, 2023 and ending August 1, 2023 will also be provided no later than April 7, 2023 to the COR.

#### 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/2022recordsmanagement/01\\_index.html](https://humancapital.learning.hhs.gov/courses/2022recordsmanagement/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 including geographical details (i.e., city, state and zip

- code).
- 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 requests related to unsolicited returns (one request is for one TIN/provider).
    - Option year 1: up to 150 requests
  - 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 payment accuracy validation and recoupment of funds over \$50) 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](mailto: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](http://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).

2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS310828	5. PROJECT NO. (If applicable) PRB184 C 3611
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6. ISSUED BY 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) HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857
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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.  9B. DATED (SEE ITEM 11)  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) 2023.370C04A.25235	Net Increase:	\$35,029,727.00
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**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: (b) (4), (b) (3) (A)

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 Option Period 2 and CLIN 2004 - Transition Out Plan.

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	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)	 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 04/06/2023

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>Option Period Two and CLIN 2004 - Transition Out Plan are hereby exercised.</p> <p>1. Pursuant to the option clause set forth in the above numbered contract, the Government hereby exercises Optional Period Two and CLIN 2004 - Transition Out Plan for the period of April 17, 2023 to April 16, 2024.</p> <p>2. The total obligated amount for this contract is increased by the sum of \$35,029,727.00 from \$119,439,260.61 to \$154,468,987.61.</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; \$32,861,844.40 for the period of April 17, 2022 to April 16, 2023; and \$35,029,727.00 for the period of April 17, 2023 to April 16, 2024.</p> <p>4. The period of performance is remains April 17, 2021 to April 16, 2024.</p> <p>Payment: FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814 Appr. Yr.: 2023 CAN: 370C04A Object Class: 25235 Period of Performance: 04/17/2022 to 04/16/2024</p> <p>Change Item 18 to read as follows (amount shown is the obligated amount):</p>				
18	<p>CLIN 2001 in Section B of Contract - Management and Administration Fees. Option Period Two. Obligated Amount: (b) (4)</p> <p>Change Item 19 to read as follows (amount shown is the obligated amount):</p>				(b) (4)
19	<p>CLIN 2002 in Section B of Contract - Fee per submitted (billed) claim. Option Period Two. Obligated Amount: (b) (4)</p> <p>Change Item 20 to read as follows (amount shown is Continued ...</p>				(b) (4)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
75R60221C00004/P00018

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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)
	the obligated amount):				
20	CLIN 2003 in Section B of Contract - Fee per paid claim. Option Period Two. Obligated Amount: (b) (4)				(b) (4)
	Change Item 21 to read as follows (amount shown is the obligated amount):				
21	CLIN 2004 in Section B of Contract - Optional Task 1 - Transition Out Plan. Option Period Two. Obligated Amount: (b) (4)				(b) (4)
	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				

2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. HRS311990	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
CODE 118763 FACILITY CODE		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 Decrease: -\$1,764,528.08  
2023.370C04A.25235

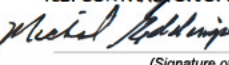
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes
	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: (b) (4), (b) (3) (A)  
 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) un-exercise and de-obligate Optional Task, CLIN 2004, Transition Out Period, 2) Revise the PWS and 3) Revise Section B - Supplies or Services and Prices/Costs.

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  (Signature of person authorized to sign)	15C. DATE SIGNED 05/01/2023
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 05/01/2023

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. Optional Task, CLIN 2004, Transition Out Period is hereby unexercised and the funds are de-obligated in the amount of \$4,586,047.00. This un-exercising of this Optional Task, CLIN 2004, Transition out does not cancel the Optional Task. The Optional Task is still available to exercise at a later date if needed.</p> <p>2. The PWS is hereby revised. See attached Revised PWS (Attachment A).</p> <p>3. Section B is hereby revised, as detailed below (See Revised Section B):</p> <ul style="list-style-type: none"> <li>- B.2 - Consideration and Payment, CLIN 2001 - Management and Administration Fees for Option Period Two is hereby revised.</li> <li>- B.3 - Optional Item and Quantity Pricing, CLIN 2009 - Reprocessing G2023 claims is hereby added.</li> <li>- B.3 - Optional Item and Quantity Pricing, CLINS 2010 - 2014 - Requested related to Unsolicited Returns are hereby added.</li> </ul> <p>4. As a result of the revisions to the PWS (#2) and Section B (#3) an additional \$2,821,518.92 is obligated.</p> <p>As a result of these changes the total value of Option Period Two is decreased by \$1,764,528.08 from \$35,029,727.00 to \$33,265,198.92.</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; \$32,861,844.40 for the period of April 17, 2022 to April 16, 2023; and \$33,265,198.92 for the period of April 17, 2023 to April 16, 2024.</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: 370C04A Object Class: 25235                      Period of Performance: 05/01/2023 to 04/16/2024</p> <p>Cancel Item 21 in its entirety.                      Continued ...</p>				

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)
	Add Item 55 as follows:				
55	Additional Funding CLIN 2001 in Section B of Contract - Management and Administration Fees. Option Period Two. Obligated Amount: \$2,030,668.92 Award Type: Firm-fixed-price				(b) (4)
	Add Item 56 as follows:				
56	CLIN 2009 - Reprocessing G2023 Claims Obligated Amount: \$790,850.00 Award Type: Firm-fixed-price				(b) (4)
	Add Item 57 as follows:				
57	CLIN 2010 - Request Related to Unsolicited Returns Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) 1 Days After Award				0.00
	Add Item 58 as follows:				
58	CLIN 2011 - Request Related to Unsolicited Returns Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) 1 Days After Award				0.00
	Add Item 59 as follows:				
59	CLIN 2012 - Request Related to Unsolicited Returns Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) 1 Days After Award				0.00
	Add Item 60 as follows:				
60	CLIN 2013 - Request Related to Unsolicited Returns Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) 1 Days After Award				0.00
	Add Item 61 as follows: Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
75R60221C00004/P00019

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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)
61	CLIN 2014 - Request Related to Unsolicited Returns Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) 1 Days After Award  Add Item 62 as follows:				0.00
62	CLIN 2004 in Section B of Contract - Optional Task 1 - Transition Out Plan. Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) 1 Days After Award 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		
<b>Total Value Base Period (Not to Exceed):</b>					

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 7 1	Month Month Month	(b)	(4)
1002	Fee per submitted (billed) claim	7,000,000	Each		
1003	Fee per paid claim	3,000,000	Each		
<b>Total Value Option Period One (Not to Exceed):</b>					

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		
<b>Total Value Option Period Two (Not to Exceed):</b>					(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
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0004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (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)	
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		
<b>Total Value Base Period Optional Item and Quantities (Not to Exceed):</b>					(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 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>(b) (4)</b>	<b>(4)</b>		
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				
<b>Total Value Option Period Optional Item and Quantities (Not to Exceed):</b>						<b>(b) (4)</b>	

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 2009 may be exercised for up to 15,817,000 units in the Option Period Two.  
 CLIN 2010 may be exercised for up to 200 units in the Option Period Two.  
 CLIN 2011 may be exercised for up to 200 units in the Option Period Two.  
 CLIN 2012 may be exercised for up to 200 units in the Option Period Two.  
 CLIN 2013 may be exercised for up to 200 units in the Option Period Two.  
 CLIN 2014 may be exercised for up to 200 units in the Option Period Two.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
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2004	Optional Task 1 – Transition Out Plan	1	Lot	(b) (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		
2009	Reprocessing G2023 claims	15,817,000	Each		
2010	Request related to Unsolicited Returns	200	Each		
2011	Request related to Unsolicited Returns	200	Each		
2012	Request related to Unsolicited Returns	200	Each		
2013	Request related to Unsolicited Returns	200	Each		
2014	Request related to Unsolicited Returns	200	Each		
<b>Total Value Option Period Optional Item and Quantities (Not to Exceed):</b>					(b) (4)

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

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