

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 0	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 75R60221R00012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/19/2021	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857		CODE OAMP	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1400 ET local time 04/02/2021
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME RUSSELL J GRABILL	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS rgrabill@hrsa.gov
	AREA CODE 301	NUMBER 443 1798	EXT.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 0 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offer specified above, to furnish any or all items upon which price are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) SHIRLEY KARVER		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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

I. Background

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

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

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

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

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

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

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

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

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

II. Purpose / General Description

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

A. The general scope of the contract includes:

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

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

B. Assumptions:

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

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

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

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

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

III. Tasks

Task 1 – Records Management

The contractor shall:

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

- The Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33); 36 CFR,
 - 1236.20 “What are appropriate recordkeeping systems for electronic records?”, and
 - 1236.22 “What are the additional requirements for managing electronic mail records?”
 (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=36:3.0.10.2.25>);
- NARA Bulletin 2013-02, August 29, 2013, “Guidance on a New Approach to Managing Email Records”

(<https://www.archives.gov/records-mgmt/bulletins/2013/2013-02.html>); and
- NARA Bulletin 2010-05 September 08, 2010, “Guidance on Managing Records in Cloud Computing Environments”

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

Managing the records includes, maintaining records to retain functionality and integrity throughout the records’ full lifecycle including: (1) maintenance of links between records and metadata, and (2) categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Task 2 – Records Management Training

The contractor (and/or subcontractor) shall ensure that all employees having access to (1) Federal information or a Federal information system, or (2) personally identifiable information (PII), complete the HHS Records Management Training before performing work under this contract, and thereafter completing the annual refresher course during the life of the contract.

The training is located at

https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html. At the end of the Records Management training, the “Congratulations” slide is considered your certificate of completion. Please send the completion certificates to the Contracting Officer Representative (COR) of the contract. The listing of completed training shall be included in the first progress report. Any revisions to this listing as a result of staffing changes shall be submitted with next required progress report.

Task 3 – Contract Administration

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

Task 3.1 – Program and Project Management

The contractor shall:

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

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

Task 3.2 – Single Point of Contact

The Contractor shall:

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

Task 3.3 – Kickoff Meeting

The Contractor shall:

- Meet with the COR and other HHS/HRSA representatives within two (2) 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.
 4. Define a roadmap to a successful project.
 5. Provide a live demonstration of the system.

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. Ad hoc meetings will be scheduled as necessary.
- Attend biweekly conference calls with the COR to discuss contract management and operations, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda with action items and any corrections within 24 hours of the meeting.

Task 3.5 – Reports

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

Task 3.5.1 – Monthly Status Reports

The Contractor shall:

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

Task 3.5.2 – Weekly Reports

The Contractor shall:

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

changes in the data on the weekly report.

Identified Weekly Report Titles:

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

Task 3.5.3 – Daily Reports

The Contractor shall:

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

Identified Daily Reports:

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

- 11) Number of submissions without member IDs.
- 12) Number of members with existing coverage.
- 13) Heat maps showing providers paid by city, state, and zip code.
- 14) Heat maps showing claims reimbursed by Provider state.
- 15) Heat map showing uninsured patients for whom claims were submitted.
- 16) Heat maps showing uninsured patients' submitted/state population.

- Daily Financial Report. This shall provide a daily payment reconciliation report to the COR and the Chief, Budget Execution and Management Branch that includes cumulative reimbursements to providers for “testing” “treatment” and “vaccine administration” to facilitate the ability of HHS/HRSA to maintain financial control and stay within funding limitations for this program.

Task 3.5.4 – Ad hoc Reports

The Contractor shall:

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

Task 3.5.5 – Final Reports

The Contractor shall:

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

Task 3.6 – Risk Management

The Contractor shall:

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

Task 3.7 – Communication and Correspondence

The Contractor shall:

- Include the COR on all correspondence with the Government.
- Send all reports and deliverables to the COR and/or CO and designee.
- Include the COR in all teleconferences/meetings with the Government.

- Send any and all requests for changes, such as modifications to the COR and/or CO.

Task 3.8 – Documents

The Contractor shall:

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

Task 3.9 – Performance and Quality Metrics

The Contractor shall:

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

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

Task 4.1 – Provider Outreach and Education

The Contractor shall:

- Deliver education to groups or individuals through the most appropriate media channel such as website materials, 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 captioned and posted on HRSA’s YouTube channel. 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. 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.
- 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 – Website

The Contractor shall:

- Provide input into the development of a landing page on its website to communicate overall program, FAQ’s and provide key links for Health Care Providers to input data necessary for reimbursement of eligible COVID-19 testing, treatment, and vaccine administration claims.
- Develop content as needed 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.
- Define social media plan to address eligible provider concerns in coordination with HRSA and subject to HHS approval.
- Develop and maintain social media outreach plan with accompanying graphic images and messages to help inform eligible providers about the program in coordination with the COR and communications branch and subject to HRSA OC and HHS ASPA approval.

Task 4.3.1 – Respond to Data Requests from Within Federal Government

The Contractor shall:

- Provide data reports (through the designated POC and the COR) to components within

Federal Government.

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

Task 4.3.2 – Respond to Data Requests from Outside Federal Government.

The Contractor shall:

- Respond to approximately 5 routine data requests monthly within 5 days of receipt and to three more complex requests monthly within 10 days of receipt at the direction of the COR. If a response requires more than the allotted time to either type of data request, then the requestor will be notified of the amount of time required to fulfill the data request.
- Track the number of routine and complex data requests from outside the Government and report this information in the quarterly progress report to the COR.

Task 5 – Eligibility and Provider Reimbursement Terms and Conditions Attestations

Task 5.1 – Provider Portal

The Contractor shall:

- Per HRSA guidance and direction, develop, implement and maintain a portal based on program requirements to allow healthcare providers to confirm and/or submit data required for ACH transactions, attest to the terms and conditions of the Uninsured Program and submit provider and patient rosters for validation to program guidelines.
- Configure the portal so that it can be closed, once funding thresholds are met.
- Retain all data and provide reports with specific factors as determined by the COR including cross referencing providers attestations and submissions with claims reimbursement data. Perform retrospective review of claims reimbursements to ensure that Providers' attestations were compliant with their patients' defined uninsured status.
- Maintain the integrity of the original provider records.
- Provide monthly and Ad hoc reports as requested by the COR on portal use and data submitted to the portal.
- 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.

Task 5.2 – Patient Eligibility Verification

The Contractor shall:

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

Task 6 – Electronic Claims Intake and Data Interchange

The Contractor shall:

- Set up an electronic system for eligible providers to submit COVID-19 837 claims for

testing and treating uninsured individuals.

- Implement a system of edits at the EDI gateway or where applicable to identify claims not meeting program eligibility or reimbursement guidelines resulting in rejection of non-compliant claims.
- 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.
- Maintain any and all necessary efforts, such as oversight, auditing, program integrity, etc.
- 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 daily basis.
- Disburse claims reimbursements daily, Monday through Friday.

Task 7 – Claim Processing

Task 7.1 – Claim Adjudication

The Contractor shall:

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

- Provide a capability in contractor system for HRSA to review the approved claims.
- Send encrypted email version of the approved claims file for HRSA review and approval.

Task 7.2 – General Claims Processing

The Contractor shall:

- Establish and maintain written process that will be shared with the COR that outlines the contractors claims verification process to ensure that claims are accurate and meet all eligibility requirements as indicated in HHS policies and regulations. To include but are not limited to verification of the following:
 - Appropriate Diagnosis/Code (a COVID-19 diagnosis).
 - Provider Eligibility.
 - Verify the Providers status using the following lists (and other identified sources):
 - Office of Inspector General's List of Excluded Individuals/Entities (LEIE).
 - CMS Medicare Revocation List.
 - CMS Medicaid Termination List.
 - CMS Compliance Holds.
 - Notify the COR and appropriate HRSA Team in writing immediately, in the event that a provider that is on either of the above lists has been reimbursed.
 - Submit monthly report to COR that includes providers with claims held due to OIG concerns.
 - Establish and maintain a written retroactive claim verification process that will be used to validate the above information.
 - Patient Eligibility.
 - Verification of Patients Insurance Status.

Task 7.3 – Back-End Processing

The Contractor shall:

- Perform a back-end processing to close out and verify claims payments.

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 at contractors pay EPS (Electronic Payments and Statements).

Task 8 – Financial Management and Claims Reimbursements

Task 8.1 – Claims Reimbursement

The Contractor shall:

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

Task 8.2 – Reimbursement System

The Contractor shall:

- Establish and maintain a reimbursement system that shall distribute reimbursements to Healthcare Providers serving the uninsured without undue delay.
- Send a payment request to the COR and the HRSA Office of Budget and Finance for approval and funds certification daily. The payment requests shall be for the total funds required.
- After receiving confirmation from HRSA’s Administrator, HRSA Office of Budget and Finance will review and approve the payment request. HRSA Office of Budget and Finance will process the payment request through UFMS to the Treasury.

- The Treasury will deposit the funds into the bank account per the payment date on the HHS calendar.
- Payment request 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 to ensure reimbursements are processed accurately and without duplication.
- Have reporting capability consistent with Reporting requirements of this program for claims reimbursement transactions and audits, and shall comply with all HHS/HRSA Security requirements.

Task 8.4 – Approved Bank Account

The Contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions in accordance with the Tripartite Agreement.
- Establish and Maintain bank account for the Testing and Treatment for the Uninsured Program (the “Bank Account”) with sub-accounts reflecting the actual testing vs treatment reimbursements.
 - Return any and all interest gained on net balances in the account to HRSA via wire transfer. Returns of interest gained shall occur on a monthly basis.
 - Provide account safeguards, monitoring and access controls to Unrelated Testing and Treatment related financial transactions.
- Use the Bank Account to process and make claims payments.
- Submit a monthly utilization report to the COR to validate the total monthly utilization for the account.
- Coordinate with contractor affiliates to maintain a lockbox to receive payments from providers, if needed.
- Complete, sign, and send a form to HRSA’s Office of Budget and Finance (OBF) and HHS’s Program Support Center (PSC) to establish and maintain a vendor account (also known as supplier site) in the UFMS system that identifies contractor’s bank account. Treasury shall deposit funds into the bank account during each payment cycle.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance. Non-zero balances may be necessary for managing obligated funds to cover electronic funds payments in process.
- Return surplus funds received from providers to HHS on a daily basis or otherwise determined by the COR. Returned funds shall include the principal, interest, total amount, total count and allowance.
- Submit a final claims reimbursement reconciliation report to the COR within 2 weeks of the contract close out and return any unobligated funds

Task 8.5 – Financial Management and Reporting

The Contractor shall:

- Provide documentation annually to the HRSA’s Office of Provider Support

(OPS)/Division of Data Analytics and Program Integrity for A-123 assessment demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.

- Have the required accounting, logical partitions, firewalls, and funds control capabilities to ensure that all Treasury deposits and financial transactions are managed, maintained, and reported separately in a bank account.
- Establish and maintain payment integrity plan that ensures internal contractor controls comply with the A-123 assessment to implement appropriate cost-effective management controls for results-oriented management; assess the adequacy of management controls; identify deficiencies; take corresponding corrective action, and report on management of those controls.

Task 8.5.1 – Financial Accounting System

The Contractor shall:

- Host the financial accounting systems responsible for processing and reimbursing claims.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of millions of claims reimbursement records.
- Secure reporting and file transfer capabilities.
- Secure interface with other HHS/HRSA internal systems and external systems such as US Treasury.
- Ensure disaster recovery capabilities.
- Operate and maintain the financial accounting system.
- Secure routine execution of claims reimbursement files.
- Secure processing and storage of payment records per HHS/HRSA records retention requirements.
- Secure reporting and file transfer capabilities.
- Secure interface with other internal systems and external systems such as US Treasury; and Disaster recovery capabilities.
- Provide HRSA's Director, Division of Financial Policy and analysis and contract COR with a daily extract of financial data from contractor's financial accounting system.

- Provide a scheduled banking data file(s) as necessary from the financial accounting system that provides details of all financial transactions, commitments, obligations, returns, and originating ACH, re-issued, flagged for stop payment, cashed, etc. with the fields and columns determined by HRSA financial oversight designee.
 - Provide a secure file transfer process.
 - Coordinate with and provide the file structure, data elements, data dictionary, etc. to the HRSA financial oversight designee.
- Reconcile the reimbursement files with the actual reimbursements made for testing and for treatment to ensure the reimbursements can be tied back to the initial funding request and the appropriate Legislation and accounting CANS.

Task 8.5.2 – Accounting System Database

The Contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine execution of payment files.
 - Secure processing and storage of millions of payment records.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HHS internal systems and external systems such as US Treasury.
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine execution of payment files.
 - Secure processing and storage of payment records per HHS records retention requirements.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other CMS internal systems and external systems such as US Treasury.
 - Disaster recovery capabilities.
- Participate in workgroup sessions facilitated by HRSA and collaborate with Integrated Resources Management System (IRMS) vendor to document the technical and business requirements for the IRMS system's connectivity with contractor accounting system.
- Provide a daily incremental extract file from the banking system to HRSA's Director, Division of Financial Policy and Analysis by 1PM EST that provides details of all financial reimbursement transactions, including payment date, amount, TIN, customer name, testing amount, treatment amount, and total amount.
 - Establish and maintain a trusted and secure file exchange process between UHG and

HRSA's IRMS.

- Specifics of the file structure, data elements, data dictionary, etc., to be provided to COR and financial oversight designee after initial kickoff meeting with contractor.
- Ensure compliance with all necessary FISMA security requirements such as Interconnection Security Agreements, Authority to Operate, etc.

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.
 - Identify reimbursements to providers that are over \$500,000 and perform outreach to those providers to validate ACH banking information.

Task 8.5.4 – Reimbursement Requests

The Contractor shall:

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

Task 8.5.5 – Patient Verification

The Contractor shall:

- Review Provider Attestation Documents.
- Perform prepayment verifications of patients' insurance status.
- Use other health information and deceased patient information at the time of service.
- Participate in post-pay verification of patients' insurance status at the time of claims submission.

Task 8.6 – Payment Returns and Recovery

The Contractor shall:

- Develop and maintain a process to handle funds returned by providers. The contractor will receive the returned funds from the provider, reconcile the funds returned between the treatment and testing funds, and allocate funds back to the source account(s), as appropriate.
- Develop and maintain a process to identify an overpayment to a provider, offset the overpayment against a future claim by the provider or obtain repayment from 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. Submit this process to the COR./
 - If funds are exhausted, contractor will identify and send a report of all open overpayment inventory to the COR. HRSA will direct contractor to pursue collection of the overpayment from the eligible provider and return recovered overpayments to HRSA.
- Assist HHS/HRSA in recovering funds from identified providers.
- Develop a methodology or procedure to recover claims reimbursements, including: contacting the provider, bank returns, letter of identification, issuing demand letters, etc.
- Include an adjustment flag within the daily incremental extract file that identifies the provider, TIN, amount, etc., for all return transactions,

Task 8.7 – FPLP Withholding to Payments

The Contractor shall:

- Ensure that all payments are subjected to FPLP or non-tax debt withholding in accordance with Treasury policy and procedure.

- Construct an extract file of the reimbursement information file including legal business name and TIN.
- Send the extract file to the Treasury to match against the debt database.
- Receive a match file from 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:

- 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 8.9 – IRS Backup Withholding

The Contractor shall:

- Maintain the capability to apply backup withholding to affected payments in compliance with IRS and Treasury laws and regulations.

Task 9 – Provider Call Support

Task 9.1 – Customer Service

The Contractor shall:

- Establish a Customer Service Program to respond to provider inquiries and educate providers about the Uninsured Program. The contractor's Customer Service Center serves

as the primary point of contact with the providers needing Uninsured program support on a day to day basis.

- Provide customer service:
 - Provide Call Center Services from 8:00am to 8:00pm ET to respond to provider telephone inquiries.
 - Establish the infrastructure to adequately support call volume.
 - Respond to provider telephone and email (for off hour inquiries) inquiries promptly, clearly, and accurately.
 - Coordinate HHS/HRSA on response plans for external correspondence.
 - Maintain a high level of provider service and satisfaction through good communication and relationships with providers.
 - Train and prepare call center staff to receive and respond to calls from health care providers regarding testing, treating, and vaccinating the uninsured.
 - Define FAQ scripts using the available information including talking points and manager talking points, Q&A, train call center staff, and develop a plan to train to interface with the Providers.
 - Monitor provider contact centers as needed to ensure satisfactory quality and performance standards are met for all PCC telephone inquiries.
 - Provide Federal Telecommunications Services (FTS) lines for toll-free access to the customer support service.
 - Meet the requirements for the Americans with Disabilities Act (ADA).
 - Develop and update efficient protocols, SOPs, and training manuals for referring, tracking and monitoring user requests. Protocols, SOPs, and training manuals shall be made available to the COR anytime upon request.
 - Support eligible provider inquiries related to technical issues, such as Attestation and accessing microsite/portal.
 - Establish and maintain a defined internal escalation and issue tracking process with input from HRSA to review and respond to questions and to transfer escalated issue to HRSA to support resolution. Submit this defined process to the COR within 30 days of EDOC.

Task 9.2 – Email

The Contractor shall:

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

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

Task 10 – IT Services

Task 10.1 – Software

The Contractor shall:

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

Task 10.2 – Software Quality Control and Systems Development Management Plan

The Contractor shall:

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

Task 10.3 – Secure Data Transfer

The Contractor shall:

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

Task 11 – Support for Program Operations

Task 11.1 – Compliance

The Contractor shall:

- Adhere to the contractor's code of conduct, as a guide to principles of ethics and integrity, directing acceptable and appropriate business conduct by the company's employees and contractors. The code of conduct establishes expectations of

organizational culture that encourages ethical conduct and a commitment to compliance. The code of conduct also establishes the importance for all employees to understand their role in achieving compliance; all employees are accountable to understand the laws, regulations, contractual obligations, and company policies that apply to their specific area.

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

- Establish and maintain strategies to ensure that healthcare providers receiving reimbursements submit all required information and complete all attestation actions as required by law and policy per HRSA guidance and direction.
- Provide support for compliance efforts supported by other contractors as directed by the COR.
- 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.

- Agreed upon provider ad hoc reports as requested by the COR.
- Proactively identify data anomalies and work to help HRSA improve the reliability and integrity of the data:
 - Identify and reduce duplicate reports and improper report types (e.g., corrections vs. revisions).
 - Identify and consolidate multiple reports for the same action.

Task 12 – Baseline Security Requirements

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

1. Access (Physical or Logical) to Government Information: A contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
2. Operate a Federal System Containing Information: A contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
3. Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

Protect government information and information systems in order to ensure:

- Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - Availability, which means ensuring timely and reliable access to and use of information.
4. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless

of location per FAR clause 52.239-1, Privacy or Security Safeguards. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, within one (1) hour or less, bring the situation to the attention of the other party.

5. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.
6. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

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

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

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

No PII Yes PII

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

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

D. Controlled Unclassified Information (CUI). CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls,

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

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

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

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

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

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

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

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

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

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

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and HRSA-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2 at <https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>. The Contractor shall provide a written copy of the validation documentation to the COR prior to the EPLC Design Readiness Review (DRR).
5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

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

Representative (COR) prior to performing any work under this acquisition.

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

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

M. Training.

1. Mandatory Training for All Contractor Staff. All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/HRSA Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/HRSA Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
2. Role-based Training. All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.
3. Training Records. The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

N. Rules of Behavior

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, the HRSA Information Technology Rules of Behavior (included in the HRSA Information Security and Privacy Awareness Training), and any applicable system-level rules of behavior.

2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual HRSA Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable.

O. Incident Response

1. FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.
2. A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII”.
3. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor), the Contractor (and/or any subcontractor) shall:
 - a. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
 - b. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).
 - c. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as

US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:

- i. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - ii. Not include any sensitive information in the subject or body of any reporting e-mail; and
 - iii. Encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, HHS, and HRSA incident response policies when handling PII breaches.
 5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

P. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

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

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

Q. Contract Initiation and Expiration

1. General Security Requirements. The Contractor (and/or any subcontractor) shall comply

with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HRSA EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).

2. **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within two weeks before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or HRSA policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HRSA Clearance Form for Separating Employees and Contractors (Form-419) when an employee terminates work under this contract within two weeks days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

R. Contractor Owned Contractor Operated System Security Requirements.

1. **Federal Policies.** The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing

Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.

2. Security Assessment and Authorization (SA&A). A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO 30 days prior to the EPLC Operational Readiness Review (ORR). The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

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

- a. SA&A Package Deliverables - The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days prior to the ORR to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package:
 - System Security Plan (SSP) – Initial draft version due within 30 days of the EPLC Performance Baseline Review. Final draft due 120 days prior to the Operational Readiness Review. Final version due 30 days prior to the Operational Readiness Review.
 - The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and HRSA policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.
 - Security Assessment Plan/Report (SAP/SAR) – due 30 days prior to the Operational Readiness Review. The security assessment shall be conducted by HRSA's Security Assessment Team and be consistent with NIST SP 800-53A, NIST SP 800-30, latest revisions, and HHS and HRSA policies. The assessor will document the assessment results in the SAR.

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

- Plan of Action and Milestones (POA&M) – due within 7 days after the Security Control Assessment Report is delivered. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and HRSA policies. All high-risk weaknesses must be mitigated within 30 days and all moderate weaknesses must be mitigated within 180 days from the date weaknesses are formally identified, and documented. HRSA will determine the risk rating of vulnerabilities.
- Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, HRSA may require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.
- Contingency Plan – due within 120 days prior to the Operational Readiness Review. The Contingency Plan must be developed in accordance with NIST SP 800-34, latest revision, and be consistent with HHS and HRSA policies. The Contractor shall review/update the Contingency Plan at least annually thereafter.
- Contingency Plan Test – due within 60 days of acceptance of the Contingency Plan by the System Owner. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. The Contractor shall conduct a Contingency Plan Test at least annually thereafter.
- E-Authentication Questionnaire – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

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

- b. Information Security Continuous Monitoring. Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated

systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, and HHS IS2P. The following are the minimum requirements for ISCM:

- Annual Assessment/Review - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by the agreed upon Authorization to Operate (ATO) date.
- Asset Management - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. The inventory information is required to be produced within 30 days of the EPLC Performance Baseline Review. Final version due within 30 days prior to the Operational Readiness Review and reviewed and updated on a monthly basis thereafter. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
- Configuration Management - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines prior to the EPLC Operational Readiness Review. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
- Vulnerability Management - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. If externally-hosted and HRSA is unable to directly scan the system/application, the contractor (and/or any subcontractor) shall provide security vulnerability scanning information for 100%

of IT assets using SCAP-compliant automated tools and report to the agency prior to the EPLC ORR and at least monthly thereafter and upon request.

- Patching and Vulnerability Remediation - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes:
 - 30 days for Critical and High risk vulnerabilities
 - Critical and High vulnerabilities identified by an application scan are required to be remediated prior to the EPLC ORR.
 - 90 days for Moderate risk vulnerabilities.
 - 180 days for Low risk vulnerabilities.
 - Secure Coding - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
3. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:
- a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
 - b. The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.
 - c. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements

- needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
- d. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
 - e. Cooperate with inspections, audits, investigations, and reviews.
4. End of Life Compliance. The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
 5. Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor. The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:
 - a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
 - b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS Minimum Security Configuration Standards;
 - c. Maintain the latest operating system patch release and anti-virus software definitions;
 - d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and

- e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
- f. Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

S. HHS FedRAMP Privacy and Security Requirements

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

1. FedRAMP Compliant ATO. Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.
 - a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline at www.FedRAMP.gov. The HHS Information Security and Privacy Policy (IS2P) and HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance further define the baseline policies as well as roles and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
 - b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
2. Data Jurisdiction. The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
3. Service Level Agreements. The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with HRSA to develop and maintain an SLA.
4. Interconnection Agreement / Memorandum of Agreements. The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements /

Understanding in accordance with HHS / HRSA policies.

T. Protection of Information in a Cloud Environment

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/HRSA policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.
5. The disposition of all HHS data shall be at the written direction of HHS/HRSA. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements. It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

A SORN is in development by Program.

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

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP

requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/HRSA security policies.

- a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the HRSA authorizing official (AO) prior to implementation of system and/or service being acquired.
 - b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
 - c. For all acquired cloud services, the SA&A package must contain the following documentation:
 - 1) Privacy Impact Assessment (PIA).
 - 2) FedRAMP Test Procedures and Results.
 - 3) Security Assessment Plan (SAP).
 - 4) Security Assessment Report (SAR).
 - 5) System Security Plan (SSP).
 - 6) IT System Contingency Plan (CP).
 - 7) IT System CP Test Results.
 - 8) Plan of Action and Milestones (POA&M).
 - 9) Continuous Monitoring Plan (CMP).
 - 10) FedRAMP Control Tailoring Workbook.
 - 11) Control Implementation Summary Table.
 - 12) Results of Penetration Testing.
 - 13) Software Code Review.
 - 14) E-Authentication Questionnaire.
 - 15) System of Record Notice (SORN).
 - 16) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
 - d. Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/HRSA policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating

systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All high risk vulnerabilities must be remediated no later than thirty (30) days from discovery. All moderate risk vulnerabilities must be remediated no later than ninety (90) days from discovery. All low risk vulnerabilities must be remediated no later than one hundred and eighty (180) days from discovery. HRSA will determine the risk rating of vulnerabilities using FedRAMP baselines.
5. Revocation of a Cloud Service. HHS/HRSA have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or HRSA may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

V. Reporting and Continuous Monitoring

1. Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.
2. At a minimum, the Contractor must provide the following artifacts/deliverables on a monthly basis:
 - a. Operating system, database, Web application, and network vulnerability scan results.

- b. Updated POA&Ms.
- c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the HRSA System Owner or AO.
- d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

W. Configuration Baseline

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

X. Media Transport

- 1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).
- 2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

Y. Boundary Protection, Trusted Internet Connections (TIC)

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

non-repudiation.

Optional Tasks – Not funded unless exercised.

Optional Task 1 – Transition Out Plan

The Contractor shall:

- Develop and implement a 120-day transition-out plan. The plan shall include:
 - Methodologies and procedures for minimizing disruption of service to qualified eligible providers and major milestones at 30, 60, 90, and 120 days (for a 120 day transition).
 - Support phases to allow collaboration with the outgoing contractor.
 - Ensure transition of all providers documenting eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption.
 - Include the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems.
- Develop a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees.
- 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.

CPARS Information Sheet

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



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

A. RECEIVING PAYMENT UNDER ATTACHED AWARD

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

B. SUBMITTING REQUEST FOR PAYMENT

1. The contractor **shall** submit payment requests to hirsainvoices@hrsa.gov using **Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal**. Supporting documentation necessary to substantiate your request may be submitted along with the SF 1034. Attached for your convenience is a SF 1034.
2. Submit the SF 1034 and all supporting documentation in PDF format. An electronic copy of the SF1034 in PDF format may be found at www.gsa.gov/portal/forms/download/115462.
3. Only one SF 1034 may be attached to your submission. An e-mail with more than one voucher will be returned to you.
4. Complete the SF 1034 following the directions below:
 - In block entitled, *Voucher No.*, enter the number of the voucher.
 - In block entitled, *U.S. Department, Bureau or Establishment and Location* enter:

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

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

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

5. Inquiries:

Regarding payment, contact the Accounts Payable Section:

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

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

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

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

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

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

Previous edition usable

NSN 7650-00-634-4206

PRIVACY ACT STATEMENT

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

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i>: Congressional District, <i>if known</i>: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i>: _____</p>	
<p>6. Federal Department/Agency: _____</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, <i>if known</i>: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i></p>	
<p>11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> <input type="checkbox"/> planned</p>	<p>12. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____</p>	
<p>13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, as the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entry for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

b. Enter the full names of the individual(s) performing services, and include full address, if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0046), Washington, DC 20503.

HHS SUBCONTRACTING PLAN TEMPLATE

A Subcontracting Plan is required if the estimated cost of the contract may exceed \$700,000 (\$1,500,000 for construction) Small businesses are excluded.

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by the Federal Acquisition Regulations (FAR) Subpart 19.7. The U.S. Department of Health and Human Services (HHS), Office of Small and Disadvantaged Business Utilization (OSDBU) recommends that offerors use the following format to submit proposed Individual Subcontracting Plans. It is not intended to replace any existing Corporate/Commercial Plan that is more extensive.

Questions should be forwarded to the Contracting Officer and/or Small Business Subcontracting Program Manager.

PROJECT INFORMATION													
Solicitation/Contract No.:	MOD No. (If applicable):												
Title of Acquisition:													
Contractor's Name:													
Period of Performance:	Total Contract Amount (including options, and any modifications if this submission is due to a modification): \$												
Total Modification Amount: (if applicable) \$	Base Period (if there are options): \$												
Option 1 (if applicable): \$	Option 2 (if applicable): \$												
Option 3 (if applicable): \$	Option 4 (if applicable): \$												
FAR 52.217-8 (if applicable): \$													
Contracting Officer/Specialist Name:	Tel & Fax:												
OPDIV/Division/Branch (including location):	Email:												
<p>SUBCONTRACT PLAN REQUIREMENTS- Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.</p> <p>If assistance is needed to locate small business sources, contact the Small Business Specialist (SBS) supporting the OPDIV. SBS contact information is located on the OSDBU website (http://www.hhs.gov/about/smallbusiness/osdbustaff.html) or you may contact the OSDBU headquarters at (202) 690-7300.</p> <p>HHS currently has the following subcontracting goals for Fiscal Year 2017:</p> <table border="1"> <thead> <tr> <th>Type of Concern</th> <th>Goal (%)</th> </tr> </thead> <tbody> <tr> <td>Small Business</td> <td>33.00%</td> </tr> <tr> <td>Small Disadvantaged Business, including 8(a) Program Participants, Alaska Native Corporations (ANC) and Indian Tribes</td> <td>5.00%</td> </tr> <tr> <td>Women Owned Small Business</td> <td>5.00%</td> </tr> <tr> <td>Service Disabled Veteran Owned Small Business</td> <td>3.00%</td> </tr> <tr> <td>HUBZone</td> <td>3.00%</td> </tr> </tbody> </table> <p>For this procurement, or modification, HHS expects all proposed subcontracting plans to contain at a minimum the aforementioned percentages.</p>		Type of Concern	Goal (%)	Small Business	33.00%	Small Disadvantaged Business, including 8(a) Program Participants, Alaska Native Corporations (ANC) and Indian Tribes	5.00%	Women Owned Small Business	5.00%	Service Disabled Veteran Owned Small Business	3.00%	HUBZone	3.00%
Type of Concern	Goal (%)												
Small Business	33.00%												
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Women Owned Small Business	5.00%												
Service Disabled Veteran Owned Small Business	3.00%												
HUBZone	3.00%												
1. Type of Plan (check one):	Individual <input type="checkbox"/> *Master (Addendum) <input type="checkbox"/> *Commercial <input type="checkbox"/>												

*When Master is checked, Individual must also be checked and submission must include both.
 *If Commercial is checked, please stop here and attach a copy of your commercial plan.

For Informational Purposes:

Individual plan - all elements developed specifically for this contract and applicable for the full term of this contract.

Master plan - goals developed for this contract, all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

Commercial products/service plan - goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts; this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year.

	% of Total Contract \$
<p>2. Subcontracting Goal Data: (FAR19.702(a)(1-3) & FAR 52.219-9(d)(1)) Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and "Other than Small Business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704. If any contract has more than four options, please attach additional sheets which illustrate dollar amounts and percentages.</p> <p><u>PLEASE NOTE: Zero dollars is not an acceptable goal for the SB, SDB, WOSB, HUBZone, VOSB or SDVOSB categories since this does not demonstrate a good faith effort throughout the period of performance of the contract.</u></p>	<p>If required by CO</p>
<p>For Individual Plans complete a(1): (FAR 52.219-9(d)(2)(i))</p> <p>a(1). Total dollars planned to be subcontracted under this contract is:</p> <p>\$ <input type="text"/> =2b+2h</p> <p>If your contract includes options, please include the break down here:</p> <p>Base Period: \$ <input type="text"/> Option Period 3: \$ <input type="text"/></p> <p>Option Period 1: \$ <input type="text"/> Option Period 4: \$ <input type="text"/></p> <p>Option Period 2: \$ <input type="text"/></p>	<p>For Individual Plan</p> <p><input type="text"/> %</p> <p>If options are applicable:</p> <p>Base: <input type="text"/> %</p> <p>OPT 1: <input type="text"/> %</p> <p>OPT 2: <input type="text"/> %</p> <p>OPT 3: <input type="text"/> %</p> <p>OPT 4: <input type="text"/> %</p>
<p>b. Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes)- [Percentage of 2a.]: (FAR 52.219-9(d)(2)(ii))</p> <p>\$ <input type="text"/> and <input type="text"/> %</p> <p>If your contract includes options, please include the break down here:</p> <p>Base: \$ <input type="text"/> and <input type="text"/> %</p> <p>OPT 1: \$ <input type="text"/> and <input type="text"/> %</p> <p>OPT 2: \$ <input type="text"/> and <input type="text"/> %</p> <p>OPT 3: \$ <input type="text"/> and <input type="text"/> %</p> <p>OPT 4: \$ <input type="text"/> and <input type="text"/> %</p>	<p><input type="text"/> %</p> <p>If options are applicable:</p> <p>Base: <input type="text"/> %</p> <p>OPT 1: <input type="text"/> %</p> <p>OPT 2: <input type="text"/> %</p> <p>OPT 3: <input type="text"/> %</p> <p>OPT 4: <input type="text"/> %</p>
<p>c. Total dollars planned to be subcontracted to veteran-owned small business concerns- [Percentage of 2.a.]: (FAR 52.219-9(d)(2)(iii))</p>	

<p>\$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>If your contract includes options, please include the break down here:</p> <p>Base: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p>	<p><input style="width: 50px;" type="text"/> %</p> <p>If options are applicable:</p> <p>Base: <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: <input style="width: 50px;" type="text"/> %</p>
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<p>d. Total dollars planned to be subcontracted to service-disabled veteran-owned small business - [Percentage of 2.a.]: (FAR 52.219-9(d)(2)(iv))</p>	
<p>\$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>If your contract includes options, please include the break down here:</p> <p>Base: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p>	<p><input style="width: 50px;" type="text"/> %</p> <p>If options are applicable:</p> <p>Base: <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: <input style="width: 50px;" type="text"/> %</p>

<p>e. Total dollars planned to be subcontracted to HUBZone small business concerns - [Percentage of 2.a.]: (FAR 52.219-9(d)(2)(v))</p>	
<p>\$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>If your contract includes options, please include the break down here:</p> <p>Base: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p>	<p><input style="width: 50px;" type="text"/> %</p> <p>If options are applicable:</p> <p>Base: <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: <input style="width: 50px;" type="text"/> %</p>

<p>f. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes) - [Percentage of 2.a.]: (FAR 52.219-9(d)(2)(vi))</p>	
<p>\$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>If your contract includes options, please include the break down here:</p> <p>Base: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: \$ <input style="width: 200px;" type="text"/> and <input style="width: 50px;" type="text"/> %</p>	<p><input style="width: 50px;" type="text"/> %</p> <p>If options are applicable:</p> <p>Base: <input style="width: 50px;" type="text"/> %</p> <p>OPT 1: <input style="width: 50px;" type="text"/> %</p> <p>OPT 2: <input style="width: 50px;" type="text"/> %</p> <p>OPT 3: <input style="width: 50px;" type="text"/> %</p> <p>OPT 4: <input style="width: 50px;" type="text"/> %</p>

g. Total dollars planned to be subcontracted to women-owned small business concerns- [Percentage of 2.a.]: (FAR 52.219-9(d)(2)(vii))

\$ and %

If your contract includes options, please include the break down here:

Base: \$ and %
 OPT 1: \$ and %
 OPT 2: \$ and %
 OPT 3: \$ and %
 OPT 4: \$ and %

%

If options are applicable:

Base: %
 OPT 1: %
 OPT 2: %
 OPT 3: %
 OPT 4: %

h. Total Subcontracting Dollars & Percentage with "Other" than Small Businesses (i.e., large companies, non profits, etc.) [Percentage of 2.a.]: (HHS OSD/BU)

\$ and %

If your contract includes options, please include the break down here:

Base: \$ and %
 OPT 1: \$ and %
 OPT 2: \$ and %
 OPT 3: \$ and %
 OPT 4: \$ and %

%

If options are applicable:

Base: %
 OPT 1: %
 OPT 2: %
 OPT 3: %
 OPT 4: %

i. Subcontracting Opportunities (description of all principal products/services to be subcontracted to all types of concerns listed in 2.b.-2.f.) (FAR 52.219-9(d)(3)):

Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (include all that apply):

Products and/or Services	Other	Small Business	SDB	WOSB	Hubz	VOSB	SDVOSB
1							
2							
3							
4							
5							
6							

j. Please describe the methodology used to develop goals & identify potential sources (e.g. historical trends, information on technical and competitive bidding, formula for calculating goals, etc.) (FAR 52.219-9(d)(4-5)):

k. Indirect costs have have not been included in the dollar and percentage subcontracting goals above (check one).

If indirect costs have been included in establishing subcontracting goals, please provide a description of the method used to determine the proportionate share of indirect costs to be incurred with all types of concerns listed in 2.b.-2.f. (FAR 52.219-9(d)(6)):

SUBCONTRACTING PLAN REQUIREMENTS (con't)

3. Please enter the following information for the individual who will administer your Subcontracting Program: (FAR 52.219-9(d)(7))

Name: Title:

Address:

Telephone: Email:

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? yes no

Additionally, please respond whether or not the individual who will administer your subcontracting program conducts the following:

1. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; yes no
2. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources; yes no
3. Ensuring periodic rotation of potential subcontractors on bidder's lists; yes no
4. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. yes no
5. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns. yes no
6. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation. yes no
7. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include the System for Award Management (<http://sam.gov>), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; yes no
8. Establishing and maintaining contract and subcontract award records; yes no
9. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; yes no
10. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; yes no
11. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; yes no
12. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; yes no
13. Preparing and submitting timely, required subcontract reports; yes no
14. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures;and yes no
15. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies. yes no

(If **NO** is checked for any of the duties above, please provide who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

Additional duties of the individual:

4. Please describe your efforts to ensure that Small Businesses (incl. SDB, WOSB, HUBZone, SDVOSB) have an equitable opportunity to compete for subcontracts: **(FAR 52.219-9(d)(8))**

These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources: (1) Contact minority and small business trade associations; (2) contact business development organizations and local chambers of commerce; (3) attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs; (4) review sources from the System for Award Management (<http://www.sam.gov>); (5) review sources from the Small Business Administration (SBA), Dynamic Small Business Search database (DSBS) <http://dsbs.sba.gov/>); (6) Consider using other sources such as the National Institutes of Health (NIH) e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-PIC is not a mandatory source; however, it may be used at the offeror's discretion; and (7) Utilize newspaper and magazine ads to encourage new sources.

b. Internal efforts to guide and encourage purchasing personnel: (1) Conduct workshops, seminars and training programs; (2) Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and (3) Monitor activities to evaluate compliance with the subcontracting plan.

Efforts Described:

5. Flow Down Clause: **(FAR 52.219-9(d)(8))**

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." Note: In accordance with FAR 52.212-5(e) and 52.244-6(c)(2) the contractor is not required to include flow-down clause FAR 52.219-9 if it is subcontracting commercial items.

6. Reporting and Cooperation: **(FAR 52.219-9(d)(10)); (FAR 19.704(a)(10))**

The contractor gives assurance of 1) cooperation in any studies or surveys that may be required; 2) submission of periodic reports which illustrate compliance with the subcontracting plan; 3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and 4) subcontractors submission of ISRs and SSRs. ISRs and SSRs shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website <https://esrs.symplcity.com/index?tab=signin&cck=1>

Please refer to FAR Part 19.7 or contact the Contracting Officer for regulatory reporting requirements and other obligations you are accepting as part of your signing of this document and acceptance of any subsequent contract award that may be granted.

7. Record keeping: **(FAR 52.219-9(d)(11))**

FAR 52.219-9(d)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan.

Contractor acknowledges and agrees to record keeping obligation expressed at FAR 52.219-9(d)(11). yes no

8. Assurances of Good Faith Effort, and the submission of explanations when failing to acquire as stated in Good Faith Effort: **(FAR 52.219-9(d)(12-13))**

Contractor hereby makes the following assurances:

(1) that contractor will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal yes no ; and

(2) that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work within 30 days of contract completion and as required under FAR 19.7. yes no

9. Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor: **(FAR 52.219-9(d)(14))**

Contractor hereby makes the assurance that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor. yes no

10. Assurances of Timely Payments to Subcontractors: **(FAR 52.219-9(d)(15))**

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with SB concerns, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.

Your company has established and use such procedures yes no . Additionally, Contractor makes an assurance that Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor yes no .

Signature Page

1. Contractor makes the following representation: I have reviewed FAR Part 19.704 and FAR Clause 52.219-9, and this Subcontracting Plan is in compliance. yes no

This Subcontracting Plan was submitted by:

Name:

Title:

Signature:

Address:

Telephone:

Email:

Contractor Non-Disclosure Agreement (NDA)

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

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

Access to privileged information obtain under the performance under contract 75R60220C00006 between the Department of Health and Human Services (HHS) and my employer United HealthCare Services, Inc., will not be disclosed or used for any benefit of myself or my employer.

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

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

Signed: _____

Date: _____

Witnessed by: _____

Date: _____

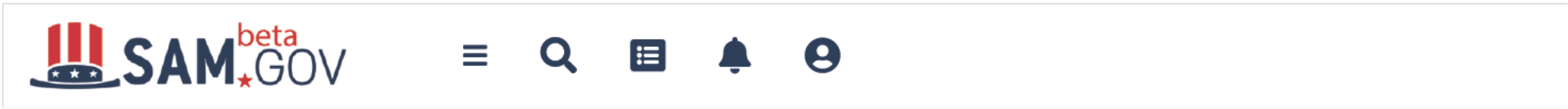
Cc:
Contracting Officer Representative (COR)
Contract Specialist (CS)

Authoritative site for Assistance Listings, Wage Determinations, and Contract Opportunities only

Contract Data Reports Are Now Only at beta.SAM.gov!

The FPDS reports transition to the [beta.SAM.gov Data Bank](#) is complete. Review [these resources](#) to get familiar with the...

[More alerts](#) 



[Workspace](#) / [Contract Opportunities](#) / Provider Relief and Protection Fund for General and Targeted Distribution and Testing and Treatment for Healthcare Providers Serving the Uninsured



CONTRACT OPPORTUNITY

Provider Relief and Protection Fund for General and Targeted Distribution and Testing and Treatment for Healthcare Providers Serving the Uninsured

This is the currently published version of this notice.
Click [here](#) to edit a draft of the Contract Opportunity.

Header Information

General Information

Classification

Description

Edit

Authenticated

Public

Action 

Attachments/Links

Contact Information

History

ACTIVE

Contract Opportunity

Notice ID

Related Notice

Department/Ind. Agency

HEALTH AND HUMAN SERVICES, DEPARTMENT OF

Sub-tier

HEALTH RESOURCES AND SERVICES ADMINISTRATION

General Information

Contract Opportunity Type: Special Notice (Original)

Original Published Date: Feb 24, 2021 04:56 pm EST

Original Response Date: Mar 11, 2021 04:00 pm EST

Inactive Policy: Manual

Original Inactive Date: Mar 12, 2021

Initiative:

- None

Allow Vendors to Add/remove from Interested Vendors List: No

Classification

Original Set Aside:**Product Service Code:** Q701 - SPECIALIZED MEDICAL SUPPORT**NAICS Code:**

- o 524292 - Third Party Administration of Insurance and Pension Funds

Place of Performance:

Description

Notice of Intent to Sole Source**Provider Relief and Protection Fund for General and Targeted Distribution and Testing and Treatment for Healthcare Providers Serving the Uninsured**

The Health Resources and Services Administration (HRSA) intends to award two (2) separate firm fixed price contracts, with an anticipated period of performance of one (1) Base Period of twelve (12) months, and two (2) twelve (12) months option periods to United HealthCare Services, Inc., located at 9900 Bren Rd E, Minnetonka, MN. 55343. The purpose of these two requirements are as follows:

a. Provider Relief and Protection Fund for General and Targeted Distribution.

Disbursement of payments to eligible health care providers for health care related expenses and/or lost revenues that are attributable to COVID-19.

b. Provider Relief and Protection Fund for Testing and Treatment for Healthcare Providers Serving the Uninsured.

Support claims reimbursement to eligible health care providers for COVID-19 testing, treatment, and vaccination of uninsured individuals, including processing claims and distributing claims

reimbursements, providing customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data reporting support.

The anticipated start date for services for both contract awards is April 2021. The North American Industry Classification System (NAICS) for this requirement is 524292 – “Third Party Administration of Insurance and Pension Funds.”

This notice is provided pursuant to 41 U.S.C. 3304(b)(2) and Federal Acquisition Regulations (FAR), Part 6.302-1 (ii). The services required by the agency are available from the original source. The sole source is for a follow on contract to allow for the continued use of the contractor systems and avoid unacceptable delayed in fulfilling the agency’s need during the COVID19 Pandemic.

The intent of this notice is not to solicit competitive offers. The proposed contract action is for supplies and services for which the Government intends to solicit and negotiate with only one source under authority of FAR 6.302-1 (ii). This notice of intent is not a request for competitive proposals. However, interested offerors may submit their capabilities or responses before the closing date and time of this notice to the Government.

All responses must be submitted via email to Russell Grabill at rgrabill@hrsa.gov by 4:00 PM Eastern Time, fifteen (15) days after posting. Information received will normally be considered solely for determining whether to conduct a competitive procurement.

A determination by the Government not to compete this proposed contract action is based upon responses to this notice and is solely within the discretion of the Government.

No reimbursement will be made for any costs associated with providing information in response to this notice or any follow up information requests.

The contact person for this requirement is:

Russell Grabill
Contract Specialist

Health Resources and Services Administration
Office of Acquisition Management & Policy
Email: rgrabill@hrsa.gov

Attachments/Links

 [Download All Attachments/Links](#)

No attachments or links have been added to this opportunity.

Contact Information

Primary Point of Contact

Russell Grabill

 rgrabill@hrsa.gov

Secondary Point of Contact

History

Feb 24, 2021 04:56 pm EST
Special Notice (Original)

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

● Friday, Feb 19, 2021, 09:01 PM



March 19, 2021

You are invited to submit a proposal in accordance with the requirements of this Request for Proposal (RFP), Solicitation No. 75R60221R00012 and Federal Acquisition Regulation (FAR) Parts 12 and 15. 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). The period of performance will be for one (1) 12 month base period with two (2) 12 month option periods. The North American Industry Classification System (NAICS) for this requirement is 524292 – “Third Party Administration of Insurance and Pension Funds.” The resulting award from this solicitation will be Firm Fixed Price (FFP).

Questions:

Questions or issues for which you require clarification or correction by the Government shall be submitted via email to Russell Grabill at rgrabill@hrsa.gov. In order to allow a reply to be provided in a timely manner before submission of proposal, your questions shall be received no later than 2:00 PM Eastern Time (ET) on Thursday, March 25, 2021. Questions received after the due date and time for questions will not be considered. No exceptions.

Electronic Proposal Submission:

Your Proposal shall be prepared in accordance with Sections L and M and the Performance Work Statement (PWS). This RFP does not commit the Government to pay any costs for the preparation and submission of a proposal nor does it commit the Government to make an award. Your proposal shall be submitted via email to Russell Grabill at rgrabill@hrsa.gov no later than 2:00 PM Eastern Time (ET) on Friday, April 2, 2021.

In the rare event of an e-mail malfunction or undeliverable status from Russell Grabill at rgrabill@hrsa.gov, Offerors shall immediately notify the Contracting Officer or Contract Specialist via telephone call prior to the due date and time for submission of proposal. Failure to do so will automatically deem an Offerors proposal late. Failure to submit a complete proposal prior to the due date and time of proposals will render the proposal late and unacceptable.

Your proposal must provide a contact name, phone number, email address and your company name and complete mailing address, including street, city, county, state, and zip code. In addition, the proposal shall identify Tax Identification Number (TIN), and Dun & Bradstreet

Number (DUNS). The TIN and DUNS shall match with name of the Offeror to whom a resulting award would be made to and where payments would be made.

The Offeror shall be registered in the System for Award Management (SAM) database at www.sam.gov. "Registered in the SAM database" means that (1) the Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database; and (2) The Government has validated all mandatory data fields and has marked the record "Active".

By submission of a proposal, the Offeror acknowledges the requirement that a prospective awardee shall be registered in SAM prior to award, during performance, and through final payment of any resulting contract resulting from this solicitation. If not registered in the SAM, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. SAM requires any prospective awardee to have a DUNS number and be registered in the SAM database prior to award, during performance, and through final payment of any award resulting from this solicitation.

It is brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this proposed acquisition.

Requests for information concerning this RFP should be referred to Russell Grabill at 301-442-1798 or rgrabill@hrsa.gov.

Sincerely,

Russel Grabill
Contract Specialist

SECTION A – STANDARD FORM (SF) 33

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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.

CLIN	Description	Quantity	Unit of Issue	Unit Price	Totals
Base Period					
0001	Disbursement of Payments for Testing, Treatment and Vaccine Administration for the Uninsured	12	Month		
0002	Optional Task 1 – Transition Out Plan	1	Lot		
Option Period One					
1001	Disbursement of Payments for Testing, Treatment and Vaccine Administration for the Uninsured	12	Month		
1002	Optional Task 1 – Transition Out Plan	1	Lot		
Option Period Two					
2001	Disbursement of Payments for Testing, Treatment and Vaccine Administration for the Uninsured	12	Month		
2002	Optional Task 1 – Transition Out Plan	1	Lot		
Total Contract Value:					

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.

SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 Performance Work Statement

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

SECTION D – PACKAGING AND MARKING

D.1 Packaging and Marking

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

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

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

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

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

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

E.2 Inspection

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

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

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

(2) Terminate the contract for default.

E.3 Quality Assurance Surveillance Plan (QASP)

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

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

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance will be for one (1) 12 month base period with two (2) 12 month option periods. The option periods under this contract may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). The base period of performance will start date on April 16, 2021, through April 15, 2022.

F.2 Place of Performance

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

F.3 Observance of Federal Holidays

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

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

F.4 Schedule of Deliverables

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

The Section 508 Standards applicable to this contract are:

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

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

Regardless of format, all digital content or communications materials produced as a deliverable under this contract must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. The contractor is responsible for remediating all deliverables that do not comply with the applicable requirements as set forth below.

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

ICT vs. EIT

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

Item	Description	Quantity	Due Date	Format	Submit To
1	Records Management Schedule and Disposition Plan	1	Within Thirty (30) Days After Award.	Electronic Format	Email to COR.
2	Records Management Training.	As Needed	Within seven (7) days after contract award and upon new staff onboarding	Electronic Format	Email to COR.
3	Program and Project Management Plan.	1	Within Thirty (30) Days After Award	Electronic Format	Email to COR
4	Claims Reimbursement Workflow.	1	Prior to Contract	Electronic Format	Email to COR

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

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

32	Approved Bank Account Monthly Utilization Reports.	12	Monthly	Electronic Format	Email to COR
33	HHS/HRSA Form to Establish A Vendor Account.	1	Within Five (5) Days After Award of Contract	Electronic Format	Email to HRSA's OBF and PSC
34	Submit a final claims reimbursement reconciliation report and return any unobligated funds.	1	Within Two (2) Weeks of Contract Closeout	Electronic Format	Email to COR
35	Financial Management and Reporting Documentation.	1	Annually	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
36	Monthly Daily Extract of Financial Data Report.	262	Daily (weekdays)	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
37	Daily Incremental Extract File.	262	Daily (weekdays)	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
38	Specifics of the file structure, data elements, data dictionary.	1	Prior to Contract Kickoff Meeting	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
39	Claims Reimbursement File formats.	1	Prior to Kickoff Meeting	Electronic Format	Email to COR and Director, Division of Financial

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

	<p>application, and network vulnerability scan results;</p> <p>b. Updated POA&Ms;</p> <p>c. Any updated authorization package documentation as required by the annual attestation / assessment / review or as requested by the HRSA System Owner or AO; and,</p> <p>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.</p>				
51	SORN	1	Once completed	Electronic Format	HRSA Privacy Act Officer
52	ATO	1	Prior to system operation	Electronic format	HRSA Chief Information Officer
53	Transition Out Plan.	1	120 Days Prior to the End of Contract Performance	Electronic Format	Email to COR

F.5 Reporting Requirements and Deliverables

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

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

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

F.6 Stop Work or Delay of Work

52.242-15 Stop-Work Order (Aug 1989)

52.242-15 Stop-Work Order (APR 1984)

52.242-17 Government Delay of Work (APR 1984)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

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

[To Be Determined at time of award]

[Name]

[Office/Division]

[Address]

[Email Address]

[Phone Number]

[Fax Number]

G.2 Contracting Officer's Representative's Authority

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

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

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

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

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

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

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g.,

changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

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

G.4 Key Personnel

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

[To Be Determined at time of award]

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

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.
4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.

5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

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

G.7 Evaluation of Contractor's Performance

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

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

G.8 Billing Instructions

Located at Section J (Attachment C).

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

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

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

3. Subcontracting Reports

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

April 25th and October 25th.

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

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

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

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Food

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

H.2 Equipment

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

H.3 Confidentiality Agreement Requirement

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

H.4 Travel Reimbursement

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

H.5 Prohibition Against Personal Services

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

H.6 Equal Employment Opportunity Posters

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

H.7 Solicitation Organizational Conflict of Interest

1. Disclosure Clauses

In accordance with FAR Subpart 9.5, all contractors submitting proposals in response to this solicitation must:

- a. Identify any actual, potential or perceived organization conflicts of interest or, in the absence of such conflicts, represent that no such organizational conflicts of interest exist.
- b. If any perceived organizational conflict is identified, provide an explanation why an actual or potential organizational conflict of interest does not exist.
- c. If any actual or potential organizational conflict exists, include a mitigation plan for addressing the conflict.

2. Disclosure Clauses

- a. The contractor may be disqualified from award if it fails to provide or makes any misrepresentation in connection with required OCI disclosures.
- b. The contractor shall disclose all OCIs that arise after award.
- c. The Government may terminate the contract for convenience if an OCI arises after award.
- d. The contractor is required to flow down to its subcontractor OCI restrictions.
- e. Misrepresenting or failing to disclose information related to OCIs may result in termination for default, debarment, prosecution for making of false statement, or other severe consequences.

H.8 Post Award Organizational Conflict of Interest

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

Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated

modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

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

H.9 Government Ownership and Control of Contract-Related Data

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

For the avoidance of doubt, the Parties agree that all information previously held by the Contractor related to providers and all provider-related information that Contractor obtains outside of this contract, including through enrollment in the Optum Pay system, (collectively, "contractor's previously held information") may continue to be used by the Contractor in the normal course of its operations and that any data collected from providers that was not previously held by the Contractor or that was obtained outside of this contract shall be subject to the terms of the CARES Provider Relief Fund (PRF) Website Privacy Policy, Terms of Use and the Optum Pay Enrollment Agreement (collectively "Terms") and may be used by the contractor as permitted by the Terms (<https://cares.linkhealth.com/#/ms>), and that any data provided by the Government in the performance of this contract shall not be used for any other purposes than the performance of this contract. For the purposes of this clause, all data furnished by the Government refers to payment files sent to the Contractor by the Government. Payment files sent to the contractor by the Government include the following information: TIN, Telephone Number, Email address, Line 1 Street Address, Line 2 Street Address, City Name, State code, ZIP code, COVID Payment, Company Name, Tax Payer ID, Provider Name, Bank Account Number, Routing Number.

The contractor's previously held information includes:

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

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

*The Contractor's previously held information is considered proprietary to the contractor and will not be delivered to, used by or released to the Government under this contract.

For the avoidance of doubt, the Parties further agree that none of Contractor's systems or processes, including its payment processing and adjudication systems, will be delivered to the

Government during the performance of this Contract, and that the Government has no right, title or interest in or to such payment processing and adjudication systems and processes.

H.10 Expectation of Confidentiality on all Submitted Data

Except to the extent such information has already been publicly disclosed, the Government's expectation is that all information in possession of Contractor that was submitted by providers as part of the CARES Provider Relief Fund (PRF) Application and Attestation Portal (“PRF Attestation and Payment Data”) or provided to the Contractor by the Government during performance of this contract to direct contractor payments to eligible providers, as determined by the Government, will be kept confidential and not released to any third party unless required by a valid court order or otherwise required by law. Furthermore, upon completion of the contract, except as prohibited by law, the contractor is to provide the Government all the PRF Attestation and Payment Data used and collected during the performance of the contract. For the avoidance of doubt, PRF Attestation and Payment Data does not include any of contractor's previously held information or PRF application data because PRF application data is not collected by the Contractor.

H.11 Legal Process.

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

With respect to any legal process from third-parties (including, but not limited to, subpoenas or discovery requests) seeking disclosure of the PRF Attestation and Payment Data, Contractor will oppose such legal process seeking discovery on the ground that the U.S. government is the real party in interest and has the sole legal right to possess, control, release, disclose or utilize such Data. Should the United States be substituted as a party in interest, the United States will subsequently defend each such discovery request and legal action at no charge or expense to the Contractor. In each case, unless and until the United States Department of Justice successfully moves to substitute the United States Government as the real party in interest and is able to remove any such action that is in a state court to Federal Court, the Contractor will defend such legal action. Any responses to adverse legal process or defense of such litigation from third-parties in response by Contractor will be treated as within the scope of work under this contract, and such reasonable costs treated in accordance with FAR 31.205-47 Costs related to legal and other proceedings.

SECTION I – CONTRACT CLAUSES

I.1 Federal Acquisition Regulation (FAR) Contract Clauses

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

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

Clause No.	Title	Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-4	Printing/Copying Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management Maintenance	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting	

	with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-12	Certification Regarding Tax Matters	(FEB 2016)
52.210-1	Market Research	JUN 2020
52.212-4	Contract Terms and Conditions-Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	JAN 2021
52.215-2	Audit and Records-Negotiation Alternate II	AUG 2016 (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reductions for Defective Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost of Pricing Data–Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Wavier of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JULY 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost of Pricing Data or Information Other Than Cost or Pricing Data – Modifications	JUN 2020
52.215-23	Limitation on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.223-6	Drug-Free Workplace	(MAY 2001)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certification	(JUN 2020)
52.232-1	Payments	(APR 1984)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)
52.233-2	Service of Protest	(SEPT 2006)
52.237-3	Continuity of Services	(JAN 1991)
52.242-13	Bankruptcy	(JUL 1995)

52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(AUG 2019)
52.245-1	Government Property	(JAN 2017)
52.246-25	Limitation of Liability-Services	(FEB 1997)
52.252-6	Authorized Deviations in Clauses	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

FAR Clauses in Full Text:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (DEC 2019).

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision - “Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a) (1) (A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that it ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer -

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

FAR 52.244-2 Subcontracts (JUN 2020).

(a) Definitions. As used in this clause -

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

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

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

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

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

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

(2) Is fixed-price and exceeds -

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

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

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

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HHSAR Clauses in Full Text:

352.224-71 Confidential Information (DEC 2015)

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.

(c) Confidential Information or records shall not be disclosed by the Contractor until:

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract: personally identifiable information about patients and donors.

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: maintain patient and donor confidentiality and safety.

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

352.239-73 Electronic and Information Technology Accessibility Notice (DEC 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not

individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document - in detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website <http://www.hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

SECTION J – LIST OF ATTACHMENTS

J.1 Solicitation Attachments

Attachment Letter	Title
A	Performance Work Statement
B	CPARs Information Sheet
C	Billing Instructions
D	Disclosure Lobbying Activities
E	HHS Subcontracting Plan Template
F	Non-Disclosure Agreement

SECTION K – REPRESENTATIONS AND CERTIFICATIONS

K.1 Representations and Certifications

The Offeror makes the following Representations and Certifications as part of its proposal.

RFP No. 75R60221R00011

(Name of organization)

(Signature of authorized individual) _____
(Date)

(Type name of authorized individual)

TIN No. _____

DUNS No. _____

NOTE: The penalty for knowingly and willingly making false statements in offers as prescribed in 18 U.S.C. 1001 is imprisonment not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisonment not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall not be more than 8 years.

K.2 SAM Registration

The Offeror certifies that it has registered at www.sam.gov, as required by FAR clause 52.204-7 Central Contractor Registration (known now as System for Award Management (OCT 2018)).

K.3 Annual Representations and Certifications (OCT 2018)

52.204-8 Annual Representations and Certifications (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$30M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless –

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that –

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

X (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.4 Information Regarding Responsibility Matters

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at

the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means -

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite - delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for

Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

K.5 Cost Accounting Standard Notices and Certification (JUN 2020)

52.230-1 Cost Accounting Standard Notices and Certification (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals

submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes, No

K.6 Proposal Disclosure Cost Accounting Practice Changes

52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes, No

If the Offeror checked “Yes” above, the Offeror shall –

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.7 Contractor’s Remittance or Check Mailing Address

Indicate your firm’s remittance or check mailing address below. See FAR 52.232-34 Payment by Electronic Funds Transfer – Other than Central Contractor Registration (JUL 2013).

K.8 Responsible Official(s) Who Can Negotiate and Receive Notification of An Improper Invoice and Answer Questions Regarding the Invoice

Indicate below the responsible official(s) who can negotiate on behalf of the Contractor, and receive notification of an improper invoice and answer questions regarding the invoice. See FAR 52.232-25 Prompt Payment (JAN 2017).

Name (Negotiator): _____
Address: _____
Telephone Number: _____

And,

Name (Negotiator): _____
Address: _____
Telephone Number: _____

K.9 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

The Offeror should use Standard Form LLL, “Disclosure of Lobbying Activities”, which can be downloaded from the following link:

http://www.thompson.com/libraries/grantmanage/sass/free_reports/sassnews.html in accordance with FAR 52.203-11 entitled, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. Also see Section J, Attachment D.

SECTION L– INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 General Instructions

Proposals shall be complete at the time of proposal submission. Failure to submit a complete proposal at the time proposals are due may result in the exclusion of your proposal from further consideration by the Government for award of a contract.

Proposals shall be submitted single spaced, printable on 8.5 x 11-inch paper, paginated front to back, 12 point font (Times New Roman), 1-inch margins, with searchable features in the technical proposal and business proposal. 12 point font (Times New Roman) will be allowed for tables and graphics 10 point font (Times New Roman) will be allowed for headers and footers.

Each page shall be numbered and each volume shall be tabbed to correspond to the table of contents. The Offeror may include foldouts up to 11 x 17 inches, only to display graphics, flow charts, organizational charts, or drawings, which will not be counted towards the page limit for the technical of business volume.

The clarity, relevance, and conciseness of the proposal is important, not the length.

Proposal data submitted by offeror that offeror does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall be marked in accordance with FAR 52.215-1(e).

This RFP does not commit the Government to pay any costs or preparing and submitting a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

A statement indicating whether or not any exceptions are taken to the terms and conditions of the request for proposal (RFP) shall be a separate file. Any exceptions taken shall include identification of the specific paragraphs and rationale for each exception. Exceptions shall also be noted in the specific Volume of the proposal, at the location of the exception. Offeror is cautioned that a proposal that fails to comply with the material terms of the solicitation will be considered unacceptable and may not form the basis of award.

Proposals shall be submitted in the following volumes:

Volume	Title
I	Technical Proposal
II	Business Proposal

The Offeror's proposal shall stipulate that it is predicated upon all terms and conditions of this RFP. In addition, proposal shall contain a statement to the effect that it is firm for a period of 180 days from the date of receipt by the Government.

Offeror shall submit proposal and data comprehensive enough to provide the basis for a sound evaluation. Proposals that do not include details sufficient to permit a meaningful evaluation may be unacceptable and ineligible for award.

Proposals shall be signed by an official authorized to bind your organization. Proposals shall be submitted in PDF and Excel compatible format via email to Russell Grabill at rgrabill@hrsa.gov no later than 2:00 PM Eastern Time (ET) on Friday, April 2, 2021. Offeror is encouraged to request a delivery receipt to serve as evidence of receipt of its proposal by the Government.

L.2 Inquiries

Questions or issues for which you require clarification or correction by the Government shall be submitted via email to Russell Grabill at rgrabill@hrsa.gov. In order to allow a reply to be provided in a timely manner before submission of proposal, your questions shall be received no later than 2:00 PM Eastern Time (ET) on Thursday, March 25, 2021. Questions received after the due date and time for questions will not be considered. No exceptions.

Any resulting addition, deletion, or change to the RFP document will be made by issuing a formal amendment to the solicitation. Offeror is instructed specifically to contact only the issuing contract office in connection with any aspect of this requirement prior to contract award.

L.3 Alternate Technical Proposals

You may, at your discretion, submit alternate proposals, or proposals that deviate from the requirements, as stated in the statement of work; provided, that you also submit a proposal for performance of the work as specified in the performance work statement. Alternate proposals may be considered if overall performance would be improved and not compromised, and if they are in the best interests of the Government.

Alternate proposals shall be separate, distinct, stand-alone proposals that can be evaluated based on the technical evaluation criteria specified in Section M. Supplemental proposals that are submitted as alternate technical proposals, but shall be evaluated in conjunction with your original technical proposal, are not considered stand-alone proposals and will not be considered for award purposes. All alternate technical proposals that deviate from the requirements shall be clearly identified.

L.4 Technical Proposal Instructions – Volume I

The technical proposal shall be submitted indicating how each aspect of the performance work statement is to be accomplished. The technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal shall also include a proposed Quality Assurance Surveillance Plan (QASP).

The technical proposal shall focus on the following five major topics:

1. Speed – How quickly can the work be performed?
2. Simplicity – Is the solution easily understood, can it be quickly communicated?
3. Leverages Existing Capabilities – How can the offeror minimize new build up and use current technology as well to allow additional capacity?
4. Minimizes Program Risks – Solutions to implementation risk, payment fraud, addresses benefits adjudication and what risk reviews are in place to avoid insurance fraud?
5. Adaptable - If covered benefit is expanded to include ongoing treatment, is the proposed solution able to grow with other required services?

Additionally, the technical proposal shall include information on how the project is to be organized, staffed, and managed. Information should also be provided which demonstrates your understanding and management of important events or tasks. Offeror shall also explain how the management and coordination of staff and subcontractor efforts will be accomplished.

The technical proposal shall not exceed 90 single spaced pages, excluding resumes other required appendices. Offeror shall observe limitations on the length and format specified since review of the proposal will be limited to 90 pages. Pages exceeding 90 pages will not be read or evaluated.

L.5 Business Proposal Instructions – Volume II

The business proposal shall consist of cost and pricing data, subcontracting plan and certifications.

Cost and Pricing Data:

The Offeror shall submit a cost proposal fully supported by cost and pricing data in sufficient detail to allow a complete analysis to establish that the proposed costs are fair and reasonable. Cost and pricing data shall be prepared with supporting attachments which satisfy the instructions and appropriate format prescribed in Table 15-2 of FAR Part 15 and the following specific requirements:

Each labor category shall contain a breakdown of the estimated unburdened wage rate, fringe, overhead rates, general and administration (G&A) rate, profit and/or any other costs applicable under the accounting system utilized.

Offeror shall submit supporting information for any proposed rates, including a description of cost allocation methodology used and justification with supporting documentation.

The business proposal shall also include a complete Subcontracting Plan, Representations, Certifications and Other Statements of Offeror.

Subcontracting Plan

If the proposal is over \$750,000 and subcontracting opportunities exist, then a completed subcontracting plan must be submitted along with your proposal. Please complete the HHS Small Business Subcontracting Plan and submit it as part of your business proposal.

All subcontracting plans shall project percentages of total work to be performed by each subcontractor under the total task orders awarded during the life of the contract. Your subcontracting plan must meet or exceed the FY 2021 subcontracting goals for HHS shown below. These subcontracting goals are based on the total subcontracting dollars of the contract.

Small Business (SB) – 33%

Small Disadvantaged Business (SDB) (including 8a) – 5%

Woman-Owned Small Business (WOSB) – 5%

HUBZone – 3%

Service-Disabled Veteran-Owned Small Business (SDVOSB) – 3%

Veteran Owned Small Business (VOSB) – 3%

The subcontracting plan should express definitive commitments to subcontract with SB, SDB, WOSB, HubZone, SDVOSB, and VOSB small business concerns on future task order awards and describe the potential services to be provided by each subcontractor. Subcontractor names and letters of commitment should be provided for those organizations which may potentially provide services under future task order awards. The Offeror shall describe its plan for achieving the stipulated subcontracting goals and its procedures for reviewing, approving and monitoring its subcontractors' compliance with the subcontracting plan.

The subcontracting plan will be a prospective forecast of the types and amount of subcontracting the Offeror anticipates conducting under future task awards.

The Subcontracting Plan must be approved by the Contracting Officer prior to implementation.

HHS Subcontracting Plan template is locate at Section J (Attachment E).

L.6 Award Without Discussions

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.7 Protest

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Office of Acquisitions Management and Policy, 5600 Fisher Lane, Parklawn Building, Room 13A-43, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.8 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data OCT 2010) Alternate IV (OCT 2010)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.9 Type of Contract

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price Commercial Contract resulting from this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 General

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with the instructions given in this RFP. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for an award.

M.2 Negotiations

Offerors are advised that the Government may elect to evaluate proposals and award a contract without discussions with the Offeror(s). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to conduct discussions if the Contracting Officer determines them to be in the best interest of the Government.

M.3 Selection of Offerors

The acceptability or unacceptability of the technical portion of each contract proposal will be based upon an evaluation by a technical evaluation panel (TEP). The TEP will evaluate each proposal in strict conformity to the evaluation criteria of the RFP (see Section L and M).

The Government reserves the right to make no award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

As the Government may award without discussions, the Government is requesting preferred cost reductions to Offeror's lowest Government contract or other preferred rates. Proposals shall include Offeror's best pricing, inclusive of all discounts.

M.4 Award Criteria

Best value will be determined in that Technical is more important than Cost/Price.

The following evaluation factors will be used to determine best value.

Award Criteria

The Government reserves the right to make no award as a result of this solicitation. Additionally, the Government reserves the right to make award without discussions.

Proposal evaluation will be based on technical and cost/price. Award will be based on the proposal meeting or exceeding the acceptability technical standards and a fair and reasonable cost/price.

The quote will be evaluated using the following criteria as they relate to the content of the corresponding volumes.

Factor 1 – Technical
Factor 2 – Cost/Price.

Technical:

The Government will evaluate the technical proposal to ensure that the proposed approach indicates successful execution of the performance work statement. The Government will focus on the following five major areas:

1. Speed – Work can be quickly performed.
2. Simplicity – Solution is easily understood and can be quickly communicated.
3. Leverages Existing Capabilities – Offeror minimized new build up, need for new technology and has additional capacity.
4. Minimizes Program Risks – Solutions minimizes implementation risk, payment fraud, and addresses benefits adjudication and risk reviews to avoid insurance fraud.
5. Adaptable – Covered benefit is expanded to include ongoing treatment, and proposed solution is able to grow with other required services.

Additionally, the Government will evaluation how efficiently the project is organized, staffed, and managed as well as the offeror's understanding and management of important events or tasks. The Government will also evaluate the proposed QASP.

Cost/Price:

Cost/Price will be evaluated on the total price, base and all options, being determined to be fair and reasonable. Additionally, the subcontracting plan and certifications will be evaluated acceptability.

The Government evaluators will not assume that the offeror possesses any capability or knowledge unless it is specified in the proposal.

The Government reserves the right to make a single award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

M.5 Evaluation of Options

52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total cost for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 Evaluation of Extension of Services

The Government will evaluate offers by establishing a Total Evaluated Price which will consist of the total price proposed for all base contract, option periods of the contract, and the amount associated with FAR 52.217-8. The amount evaluated under FAR 52.217-8 will be calculated using the rates proposed for the last option period.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 04/02/2021	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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)		(x) 9A. AMENDMENT OF SOLICITATION NO. 75R60221R00012	
		x 9B. DATED (SEE ITEM 11) 03/19/2021	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	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 1 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)

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:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this amendment is to 1) respond to questions, 2) revise Attachment A - PWS, and RFP Sections A-M, and 3) extend the due date and time for submission of proposals to no later than 2:00 PM Eastern Time (ET) on Tuesday, April 6, 2021.

Attachments:

Solicitation Questions and Responses
RFP Sections A-M
Attachment A - PWS

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

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

Previous edition unusable

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

Dated: April 02, 2021

I. Background

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

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

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

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

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

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

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

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

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

II. Purpose / General Description

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

A. The general scope of the contract includes:

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

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

B. Assumptions:

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

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

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

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

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

III. Tasks

Task 1 – Records Management

The contractor shall:

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

- The Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33); 36 CFR,
 - 1236.20 “What are appropriate recordkeeping systems for electronic records?”, and
 - 1236.22 “What are the additional requirements for managing electronic mail records?”
 (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=36:3.0.10.2.25>);
- NARA Bulletin 2013-02, August 29, 2013, “Guidance on a New Approach to Managing Email Records”

(<https://www.archives.gov/records-mgmt/bulletins/2013/2013-02.html>); and
- NARA Bulletin 2010-05 September 08, 2010, “Guidance on Managing Records in Cloud Computing Environments”

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

Managing the records includes, maintaining records to retain functionality and integrity throughout the records’ full lifecycle including: (1) maintenance of links between records and metadata, and (2) categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Task 2 – Records Management Training

The contractor (and/or subcontractor) shall ensure that all employees having access to (1) Federal information or a Federal information system, or (2) personally identifiable information (PII), complete the HHS Records Management Training before performing work under this contract, and thereafter completing the annual refresher course during the life of the contract.

The training is located at

https://humancapital.learning.hhs.gov/courses/2020recordsmanagement/01_index.html. At the end of the Records Management training, the “Congratulations” slide is considered your certificate of completion. Please send the completion certificates to the Contracting Officer Representative (COR) of the contract. The listing of completed training shall be included in the first progress report. Any revisions to this listing as a result of staffing changes shall be submitted with next required progress report.

Task 3 – Contract Administration

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

Task 3.1 – Program and Project Management

The contractor shall:

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

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

Task 3.2 – Single Point of Contact

The Contractor shall:

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

Task 3.3 – Kickoff Meeting

The Contractor shall:

- Meet with the COR and other HHS/HRSA representatives within two (2) 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.
 4. Define a roadmap to a successful project.
 5. Provide a live demonstration of the system.

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. Ad hoc meetings will be scheduled as necessary.
- Attend biweekly conference calls with the COR to discuss contract management and operations, providing an agenda by 5:00 PM (Eastern Time) the day prior, and update the agenda with action items and any corrections within 24 hours of the meeting.

Task 3.5 – Reports

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

Task 3.5.1 – Monthly Status Reports

The Contractor shall:

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

Task 3.5.2 – Weekly Reports

The Contractor shall:

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

changes in the data on the weekly report.

Identified Weekly Report Titles:

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

Task 3.5.3 – Daily Reports

The Contractor shall:

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

Identified Daily Reports:

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

- 11) Number of submissions without member IDs.
- 12) Number of members with existing coverage.
- 13) Heat maps showing providers paid by city, state, and zip code.
- 14) Heat maps showing claims reimbursed by Provider state.
- 15) Heat map showing uninsured patients for whom claims were submitted.
- 16) Heat maps showing uninsured patients' submitted/state population.

- Daily Financial Report. This shall provide a daily payment reconciliation report to the COR and the Chief, Budget Execution and Management Branch that includes cumulative reimbursements to providers for “testing” “treatment” and “vaccine administration” to facilitate the ability of HHS/HRSA to maintain financial control and stay within funding limitations for this program.

Task 3.5.4 – Ad hoc Reports

The Contractor shall:

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

Task 3.5.5 – Final Reports

The Contractor shall:

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

Task 3.6 – Risk Management

The Contractor shall:

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

Task 3.7 – Communication and Correspondence

The Contractor shall:

- Include the COR on all correspondence with the Government.
- Send all reports and deliverables to the COR and/or CO and designee.
- Include the COR in all teleconferences/meetings with the Government.

- Send any and all requests for changes, such as modifications to the COR and/or CO.

Task 3.8 – Documents

The Contractor shall:

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

Task 3.9 – Performance and Quality Metrics

The Contractor shall:

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

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

Task 4.1 – Provider Outreach and Education

The Contractor shall:

- Deliver education to groups or individuals through the most appropriate media channel such as website materials, 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 captioned and posted on HRSA’s YouTube channel. 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. 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.
- 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 – Website

The Contractor shall:

- Provide input into the development of a landing page on its website to communicate overall program, FAQ's and provide key links for Health Care Providers to input data necessary for reimbursement of eligible COVID-19 testing, treatment, and vaccine administration claims.
- Develop content to support a provider educational website. The primary audience of the website will be the provider community serving the uninsured across the country.
- Provide up-to-date information on provider billing for COVID-19 related claims for the uninsured and include links to the CDC and other responsible sources for public health updates on this website. Site content shall follow Federal plain language guidelines at <https://plainlanguage.gov/guidelines/>.

Task 4.3 – Stakeholder Communications

The Contractor shall:

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

Task 4.3.1 – Respond to Data Requests from Within Federal Government

The Contractor shall:

- Provide data reports (through the designated POC and the COR) to components within Federal Government.

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

Task 4.3.2 – Respond to Data Requests from Outside Federal Government.

The Contractor shall:

- Respond to approximately 5 routine data requests monthly within 5 days of receipt and to three more complex requests monthly within 10 days of receipt at the direction of the COR. If a response requires more than the allotted time to either type of data request, then the requestor will be notified of the amount of time required to fulfill the data request.
- Track the number of routine and complex data requests from outside the Government and report this information in the quarterly progress report to the COR.

Task 5 – Eligibility and Provider Reimbursement Terms and Conditions Attestations

Task 5.1 – Provider Portal

The Contractor shall:

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

Task 5.2 – Patient Eligibility Verification

The Contractor shall:

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

Task 6 – Electronic Claims Intake and Data Interchange

The Contractor shall:

- Set up an electronic system for eligible providers to submit COVID-19 837 claims for testing and treating uninsured individuals.
- Implement a system of edits at the EDI gateway or where applicable to identify claims not meeting program eligibility or reimbursement guidelines resulting in rejection of non-compliant claims.
- Detect and notify the COR within one (1) hour 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.
- Maintain any and all necessary efforts, such as oversight, auditing, program integrity, etc.
- 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 daily basis.
- Disburse claims reimbursements daily, Monday through Friday.

Task 7 – Claim Processing

Task 7.1 – Claim Adjudication

The Contractor shall:

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

- Send provider (including billing agents or clearing houses, acting on behalf of the provider) claims to a collection point that houses preprocessing functionality before entry into the adjudication systems.
- Accept claims that meet eligibility requirements (are for covered services, during established dates of service submitted by eligible provider(s) contain patients that have been submitted via the attestation process and are not reimbursable by other insurance).
- Perform a coordination of benefits for individuals with limited or supplemental Medicaid coverage.
- Provide a capability in contractor system for HRSA to review the approved claims.
- Send encrypted email version of the approved claims file for HRSA review and approval.

Task 7.2 – General Claims Processing

The Contractor shall:

- Establish and maintain written process that will be shared with the COR that outlines the contractors claims verification process to ensure that claims are accurate and meet all eligibility requirements as indicated in HHS policies and regulations. To include but are not limited to verification of the following:
 - Appropriate Diagnosis/Code (a COVID-19 diagnosis).
 - Provider Eligibility.
 - Verify the Providers status using the following lists (and other identified sources):
 - Office of Inspector General's List of Excluded Individuals/Entities (LEIE).
 - CMS Medicare Revocation List.
 - CMS Medicaid Termination List.
 - CMS Compliance Holds.
 - Notify the COR and appropriate HRSA Team in writing immediately, in the event that a provider that is on either of the above lists has been reimbursed.
 - Submit monthly report to COR that includes providers with claims held due to OIG concerns.
 - Establish and maintain a written retroactive claim verification process that will be used to validate the above information.
 - Patient Eligibility.

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

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

Task 7.3 – Back-End Processing

The Contractor shall:

- Perform a back-end processing to close out and verify claims payments. Reconfirmation of each claim’s eligibility after 30-days, 60-days, and 90-day to review for improper payments.
- Provide a report to HRSA every two weeks identifying overpayments or improper payments.
- For claim overpayments the contractor shall off set future claims to correct the overpayments.
- Conduct post pay review for the purposes identifying and detecting patterns of abuse and flag any and all potential fraud and notify the COR within one (1) hour from when fraudulent activity is detected.

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 at contractors pay EPS (Electronic Payments and Statements).

Task 8 – Financial Management and Claims Reimbursements

Task 8.1 – Claims Reimbursement

The Contractor shall:

- Distribute claim reimbursements to eligible providers based on verified and adjudicated testing and treatment claims submitted through contractor’s EDI gateway.
- The reimbursements shall be based on required diagnoses, coding, dates of service, provider and patient information and shall be made to providers who currently have an ACH account with contractor’s Bank or who register to start such an account as

- part of the Uninsured project.
- The contractor’s Bank shall use this information to make ACH payments to providers who have performed COVID-19 testing, treatment, or vaccine administration on behalf of uninsured patients.
- Use the approved Wire Transfer Instructions and execute the Wire Transfer Instructions using an FDIC-protected Bank Account (“Bank Account”) as described in the Tripartite Agreement among the parties.
- Validate that the funds have been received in the contractor’s bank account.
- Maintain a record of the claims reimbursed to eligible providers, broken down by testing, treatment, and vaccine administration and submit to the COR twice monthly.

Task 8.2 – Reimbursement System

The Contractor shall:

- Establish and maintain a reimbursement system that shall distribute reimbursements to Healthcare Providers serving the uninsured without undue delay.
- Send a payment request to the COR and the HRSA Office of Budget and Finance for approval and funds certification daily. The payment requests shall be for the total funds required.
- After receiving confirmation from HRSA’s Administrator, HRSA Office of Budget and Finance will review and approve the payment request. HRSA Office of Budget and Finance will process the payment request through UFMS to the Treasury.
- The Treasury will deposit the funds into the bank account per the payment date on the HHS calendar.
- Payment request 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 to ensure reimbursements are processed accurately and without duplication.
- Have reporting capability consistent with Reporting requirements of this program for claims reimbursement transactions and audits, and shall comply with all HHS/HRSA Security requirements.

Task 8.4 – Approved Bank Account

The Contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions in accordance with the Tripartite Agreement.
- Establish and Maintain bank account for the Testing and Treatment for the Uninsured Program (the “Bank Account”) with sub-accounts reflecting the actual testing vs treatment reimbursements.
 - Return any and all interest gained on net balances in the account to HRSA via wire transfer. Returns of interest gained shall occur on a monthly basis.
 - Provide account safeguards, monitoring and access controls to Unrelated Testing and Treatment related financial transactions.

- Use the Bank Account to process and make claims payments.
- Submit a monthly utilization report to the COR to validate the total monthly utilization for the account.
- Coordinate with contractor affiliates to maintain a lockbox to receive payments from providers, if needed.
- Complete, sign, and send a form to HRSA's Office of Budget and Finance (OBF) and HHS's Program Support Center (PSC) to establish and maintain a vendor account (also known as supplier site) in the UFMS system that identifies contractor's bank account. Treasury shall deposit funds into the bank account during each payment cycle.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance. Non-zero balances may be necessary for managing obligated funds to cover electronic funds payments in process.
- Return surplus funds received from providers to HHS on a daily basis or otherwise determined by the COR. Returned funds shall include the principal, interest, total amount, total count and allowance.
- Submit a final claims reimbursement reconciliation report to the COR within 2 weeks of the contract close out and return any unobligated funds

Task 8.5 – Financial Management and Reporting

The Contractor shall:

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

Task 8.5.1 – Financial Accounting System

The Contractor shall:

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

Task 8.5.2 – Accounting System Database

The Contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine execution of payment files.
 - Secure processing and storage of millions of payment records.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other HHS internal systems and external systems such as US Treasury.
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine execution of payment files.
 - Secure processing and storage of payment records per HHS records retention requirements.
 - Secure reporting and file transfer capabilities.
 - Secure interface with other CMS internal systems and external systems such as US Treasury.
 - Disaster recovery capabilities.
- Participate in workgroup sessions facilitated by HRSA and collaborate with Integrated Resources Management System (IRMS) vendor to document the technical and business requirements for the IRMS system's connectivity with contractor accounting system.
- Provide a daily incremental extract file from the banking system to HRSA's Director, Division of Financial Policy and Analysis by 1PM EST that provides details of all financial reimbursement transactions, including payment date, amount, TIN, customer name, testing amount, treatment amount, and total amount.
 - Establish and maintain a trusted and secure file exchange process between UHG and HRSA's IRMS.
 - Specifics of the file structure, data elements, data dictionary, etc., to be provided to COR and financial oversight designee after initial kickoff meeting with contractor.
 - Ensure compliance with all necessary FISMA security requirements such as Interconnection Security Agreements, Authority to Operate, etc.

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.
 - Identify reimbursements to providers that are over \$500,000 and perform outreach to those providers to validate ACH banking information.

Task 8.5.4 – Reimbursement Requests

The Contractor shall:

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

Task 8.5.5 – Patient Verification

The Contractor shall:

- Review Provider Attestation Documents.
- Perform prepayment verifications of patients’ insurance status.
- Use other health information and deceased patient information at the time of service.
- Participate in post-pay verification of patients’ insurance status at the time of claims submission.

Task 8.6 – Payment Returns and Recovery

The Contractor shall:

- Develop and maintain a process to handle funds returned by providers. The contractor will receive the returned funds from the provider, reconcile the funds returned between the treatment and testing funds, and allocate funds back to the source account(s), as appropriate.
- Develop and maintain a process to identify an overpayment to a provider, offset the overpayment against a future claim by the provider or obtain repayment from 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. Submit this process to the COR./
- If funds are exhausted, contractor will identify and send a report of all open overpayment inventory to the COR. HRSA will direct contractor to pursue collection of the overpayment from the eligible provider and return recovered overpayments to HRSA.
- Assist HHS/HRSA in recovering funds from identified providers.
- Develop a methodology or procedure to recover claims reimbursements, including: contacting the provider, bank returns, letter of identification, issuing demand letters, etc.
- Include an adjustment flag within the daily incremental extract file that identifies the provider, TIN, amount, etc., for all return transactions,

Task 8.7 – FPLP Withholding to Payments

The Contractor shall:

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

- Ensure that the payment remittance advice is designated with the appropriate reason code for the FPLP withholding.

Task 8.8 – IRS 1099s to Payees

The Contractor shall:

- 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 8.9 – IRS Backup Withholding

The Contractor shall:

- Maintain the capability to apply backup withholding to affected payments in compliance with IRS and Treasury laws and regulations.

Task 9 – Provider Call Support

Task 9.1 – Customer Service

The Contractor shall:

- Establish a Customer Service Program to respond to provider inquiries and educate providers about the Uninsured Program. The contractor's Customer Service Center serves as the primary point of contact with the providers needing Uninsured program support on a day to day basis.
- Provide customer service:
 - Provide Call Center Services from 8:00am to 8:00pm ET to respond to provider telephone inquiries.
 - Establish the infrastructure to adequately support call volume.
 - Respond to provider telephone and email (for off hour inquiries) inquiries promptly, clearly, and accurately.
 - Coordinate HHS/HRSA on response plans for external correspondence.
 - Maintain a high level of provider service and satisfaction through good communication and relationships with providers.
 - Train and prepare call center staff to receive and respond to calls from health care providers regarding testing, treating, and vaccinating the uninsured.
 - Define FAQ scripts using the available information including talking points and

- manager talking points, Q&A, train call center staff, and develop a plan to train to interface with the Providers.
- Monitor provider contact centers as needed to ensure satisfactory quality and performance standards are met for all PCC telephone inquiries.
 - Provide Federal Telecommunications Services (FTS) lines for toll-free access to the customer support service.
 - Meet the requirements for the Americans with Disabilities Act (ADA).
 - Develop and update efficient protocols, SOPs, and training manuals for referring, tracking and monitoring user requests. Protocols, SOPs, and training manuals shall be made available to the COR anytime upon request.
 - Support eligible provider inquiries related to technical issues, such as Attestation and accessing microsite/portal.
 - Establish and maintain a defined internal escalation and issue tracking process with input from HRSA to review and respond to questions and to transfer escalated issue to HRSA to support resolution. Submit this defined process to the COR within 30 days of EDOC.

Task 9.2 – Email

The Contractor shall:

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

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

Task 10 – IT Services

Task 10.1 – Software

The Contractor shall:

- Manage contractor provided software resources and for coordinating with other program systems (e.g. JIRA, etc.) to perform the activities of the COVID-19 Uninsured Program.
- Provide resources to support operations and corrective maintenance of supporting software.
- Provide a demo and screenshots of each provider facing system after each system change to the COR.
- Provide both emergency and routine system support as needed.

- Ensure all contractor owned contractor operated (COCO) and commercial off the shelf software (COTS) software is maintained, patched, and updated to maintain the security baseline.

Task 10.2 – Software Quality Control and Systems Development Management Plan

The Contractor shall:

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

Task 10.3 – Secure Data Transfer

The Contractor shall:

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

Task 11 – Support for Program Operations

Task 11.1 – Compliance

The Contractor shall:

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

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

- Establish and maintain strategies to ensure that healthcare providers receiving reimbursements submit all required information and complete all attestation actions as required by law and policy per HRSA guidance and direction.
- Provide support for compliance efforts supported by other contractors as directed by the COR.

- 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.
- Agreed upon provider ad hoc reports as requested by the COR.
- Proactively identify data anomalies and work to help HRSA improve the reliability and integrity of the data:
 - Identify and reduce duplicate reports and improper report types (e.g., corrections vs. revisions).
 - Identify and consolidate multiple reports for the same action.

Task 12 – Baseline Security Requirements

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

1. Access (Physical or Logical) to Government Information: A contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical

(entry) or logical (electronic) access to government information.

2. Operate a Federal System Containing Information: A contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
3. Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS)199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

Protect government information and information systems in order to ensure:

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

B. Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to

Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C, at <https://csrc.nist.gov/publications/detail/sp/800-60/vol-2-rev-1/final> and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

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

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

No PII Yes PII

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

PII Confidentiality Impact Level has been determined to be:

Low Moderate High

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

1. Marked appropriately;
2. Disclosed to authorized personnel on a Need-To-Know basis;
3. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and

4. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

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

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

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

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

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

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

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

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

1. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
2. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
3. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and HRSA-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
4. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2 at <https://csrc.nist.gov/csrc/media/publications/fips/140/2/final/documents/fips1402.pdf>. The Contractor shall provide a written copy of the validation documentation to the COR prior to the EPLC Design Readiness Review (DRR).
5. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

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

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

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

M. Training.

1. **Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/HRSA Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/HRSA Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
2. **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.
3. **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. The training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

N. Rules of Behavior

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

O. Incident Response

1. FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

2. A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as “a suspected or confirmed incident involving PII”.
3. In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor), the Contractor (and/or any subcontractor) shall:
 - a. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
 - b. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send notifications to affected individuals following specific instructions from the HHS Privacy Incident Response Team (PIRT).
 - c. Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC), COR, CO, HRSA SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable HRSA and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contact information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - i. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
 - ii. Not include any sensitive information in the subject or body of any reporting e-mail; and
 - iii. Encrypt sensitive information in attachments to email, media, etc.
4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, HHS, and HRSA incident response policies when handling PII breaches.

5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

P. Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

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

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

Q. Contract Initiation and Expiration

1. General Security Requirements. The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HRSA EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).
2. System Documentation. Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. Sanitization of Government Files and Information. As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices

and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

4. Notification. The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within two weeks before an employee stops working under this contract.
5. Contractor Responsibilities Upon Physical Completion of the Contract. The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or HRSA policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HRSA Clearance Form for Separating Employees and Contractors (Form-419) when an employee terminates work under this contract within two weeks days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

R. Contractor Owned Contractor Operated System Security Requirements.

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

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

- a. SA&A Package Deliverables - The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days prior to the ORR to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package:
- System Security Plan (SSP) – Initial draft version due within 30 days of the EPLC Performance Baseline Review. Final draft due 120 days prior to the Operational Readiness Review. Final version due 30 days prior to the Operational Readiness Review.
 - The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and HRSA policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor’s bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.
 - Security Assessment Plan/Report (SAP/SAR) – due 30 days prior to the Operational Readiness Review. The security assessment shall be conducted by HRSA’s Security Assessment Team and be consistent with NIST SP 800-53A, NIST SP 800-30, latest revisions, and HHS and HRSA policies. The assessor will document the assessment results in the SAR.

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

- Plan of Action and Milestones (POA&M) – due within 7 days after the Security Control Assessment Report is delivered. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and HRSA policies. All high-risk weaknesses must be mitigated within 30 days and all moderate weaknesses must be mitigated within 180 days from the date weaknesses are formally identified, and documented. HRSA will determine the risk rating of vulnerabilities.
- Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, HRSA may require designated

POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.

- Contingency Plan – due within 120 days prior to the Operational Readiness Review. The Contingency Plan must be developed in accordance with NIST SP 800-34, latest revision, and be consistent with HHS and HRSA policies. The Contractor shall review/update the Contingency Plan at least annually thereafter.
- Contingency Plan Test – due within 60 days of acceptance of the Contingency Plan by the System Owner. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. The Contractor shall conduct a Contingency Plan Test at least annually thereafter.
- E-Authentication Questionnaire – The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.

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

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

- Annual Assessment/Review - Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by the agreed upon Authorization to Operate (ATO) date.
- Asset Management - Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-

owned information/data The inventory information is required to be produced within 30 days of the EPLC Performance Baseline Review. Final version due within 30 days prior to the Operational Readiness Review and reviewed and updated on a monthly basis thereafter. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.

- Configuration Management - Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines prior to the EPLC Operational Readiness Review. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
- Vulnerability Management - Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. If externally-hosted and HRSA is unable to directly scan the system/application, the contractor (and/or any subcontractor) shall provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency prior to the EPLC ORR and at least monthly thereafter and upon request.
- Patching and Vulnerability Remediation - Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes:
 - 30 days for Critical and High risk vulnerabilities
 - Critical and High vulnerabilities identified by an application scan are required to be remediated prior to the EPLC ORR.
 - 90 days for Moderate risk vulnerabilities.
 - 180 days for Low risk vulnerabilities.
- Secure Coding - Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will

limit system software vulnerability exploits.

3. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:
 - a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
 - b. The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.
 - c. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.
 - d. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.

- e. Cooperate with inspections, audits, investigations, and reviews.
4. End of Life Compliance. The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
 5. Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor. The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:
 - a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
 - b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB) and HHS Minimum Security Configuration Standards;
 - c. Maintain the latest operating system patch release and anti-virus software definitions;
 - d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
 - e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:
 - Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
 - f. Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

S. HHS FedRAMP Privacy and Security Requirements

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

1. FedRAMP Compliant ATO. Comply with FedRAMP Security Assessment and

Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO.

- a. Implement applicable FedRAMP baseline controls commensurate with the agency-defined security categorization and the applicable FedRAMP security control baseline at www.FedRAMP.gov. The HHS Information Security and Privacy Policy (IS2P) and HHS Cloud Computing and Federal Risk and Authorization Management Program (FedRAMP) Guidance further define the baseline policies as well as roles and responsibilities. The Contractor shall also implement a set of additional controls identified by the agency when applicable.
 - b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.
2. Data Jurisdiction. The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required.
 3. Service Level Agreements. The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with HRSA to develop and maintain an SLA.
 4. Interconnection Agreement / Memorandum of Agreements. The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements / Understanding in accordance with HHS / HRSA policies.

T. Protection of Information in a Cloud Environment

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/HRSA policies.
2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.
3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the

network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.

4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:
 - a. Maintenance of links between records and metadata, and
 - b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.
5. The disposition of all HHS data shall be at the written direction of HHS/HRSA. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements. It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

A SORN is in development by Program.

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

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/HRSA security policies.
 - a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the HRSA authorizing official (AO) prior to implementation of system and/or service being acquired.
 - b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.

- c. For all acquired cloud services, the SA&A package must contain the following documentation:
- 1) Privacy Impact Assessment (PIA).
 - 2) FedRAMP Test Procedures and Results.
 - 3) Security Assessment Plan (SAP).
 - 4) Security Assessment Report (SAR).
 - 5) System Security Plan (SSP).
 - 6) IT System Contingency Plan (CP).
 - 7) IT System CP Test Results.
 - 8) Plan of Action and Milestones (POA&M).
 - 9) Continuous Monitoring Plan (CMP).
 - 10) FedRAMP Control Tailoring Workbook.
 - 11) Control Implementation Summary Table.
 - 12) Results of Penetration Testing.
 - 13) Software Code Review.
 - 14) E-Authentication Questionnaire.
 - 15) System of Record Notice (SORN).
 - 16) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements.
- d. Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/HRSA policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.
 3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
 4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All high risk vulnerabilities must be remediated no later than thirty (30) days from discovery. All moderate risk vulnerabilities must be remediated no later than ninety

(90) days from discovery. All low risk vulnerabilities must be remediated no later than one hundred and eighty (180) days from discovery. HRSA will determine the risk rating of vulnerabilities using FedRAMP baselines.

5. Revocation of a Cloud Service. HHS/HRSA have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or HRSA may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

V. Reporting and Continuous Monitoring

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

W. Configuration Baseline

1. The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The

standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/HRSA configuration baseline.

2. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

X. Media Transport

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).
2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

Y. Boundary Protection, Trusted Internet Connections (TIC)

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

Optional Tasks – Not funded unless exercised.

Optional Task 1 – Transition Out Plan

The Contractor shall:

- Develop and implement a 120-day transition-out plan. The plan shall include:
 - Methodologies and procedures for minimizing disruption of service to qualified eligible providers and major milestones at 30, 60, 90, and 120 days (for a 120 day transition).
 - Support phases to allow collaboration with the outgoing contractor.
 - Ensure transition of all providers documenting eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption.
 - Include the transition of the documentation, operating procedures and other resources,

including, devices, equipment, databases and systems.

- Develop a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees.
- 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.

SECTION A – STANDARD FORM (SF) 33

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose of Contract

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

B.2 Consideration and Payment

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

Base Period

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

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

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.

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

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.

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

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 reimbursement is limited to

payment for the actual number of reimbursements, up to the maximum number of reimbursements specified for the applicable contract period. Under no event shall the Government be obligated to pay for more than the actual number of reimbursements.

B.3 Optional Item and Quantity Pricing

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

Base Period

CLIN 0002 may be exercised for up to 9,000,000 units in the Base Period.

CLIN 0003 may be exercised for up to 3,000,000 units in the Base Period.

<u>CLIN</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Totals</u>
<u>0002</u>	<u>Fee per submitted (billed) claim</u>	<u>9,000,000</u>	<u>Each</u>		
<u>0003</u>	<u>Fee per paid claim</u>	<u>3,000,000</u>	<u>Each</u>		
<u>0004</u>	<u>Optional Task 1 – Transition Out Plan</u>	<u>1</u>	<u>Lot</u>		
<u>Total Value Base Period Optional Item and Quantities (Not to Exceed):</u>					

Option Period One

CLIN 1002 may be exercised for up to 4,000,000 units in Option Period One.

CLIN 1003 may be exercised for up to 1,000,000 units in Option Period One.

<u>CLIN</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Totals</u>
<u>1002</u>	<u>Fee per submitted (billed) claim</u>	<u>4,000,000</u>	<u>Each</u>		
<u>1003</u>	<u>Fee per paid claim</u>	<u>1,000,000</u>	<u>Each</u>		
<u>1004</u>	<u>Optional Task 1 – Transition Out Plan</u>	<u>1</u>	<u>Lot</u>		
<u>Total Value Option Period Optional Item and Quantities (Not to Exceed):</u>					

Option Period Two

CLIN 2002 may be exercised for up to 3,000,000 units in Option Period Two.

CLIN 2003 may be exercised for up to 1,000,000 units in Option Period Two.

<u>CLIN</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Totals</u>
<u>1002</u>	<u>Fee per submitted (billed) claim</u>	<u>3,000,000</u>	<u>Each</u>		
<u>1003</u>	<u>Fee per paid claim</u>	<u>1,000,000</u>	<u>Each</u>		
<u>2004</u>	<u>Optional Task 1 – Transition Out Plan</u>	<u>1</u>	<u>Lot</u>		
<u>Total Value Option Period Optional Item and Quantities (Not to Exceed):</u>					

B.4 Total Estimated Contract Value is:

SECTION C – DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 Performance Work Statement

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

SECTION D – PACKAGING AND MARKING

D.1 Packaging and Marking

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

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

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

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

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

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

E.2 Inspection

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

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

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

(2) Terminate the contract for default.

E.3 Quality Assurance Surveillance Plan (QASP)

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

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

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance will be for one (1) 12 month base period with two (2) 12 month option periods. The option periods under this contract may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). The base period of performance will start date on April 16, 2021, through April 15, 2022.

F.2 Place of Performance

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

F.3 Observance of Federal Holidays

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

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

F.4 Schedule of Deliverables

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

The Section 508 Standards applicable to this contract are:

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

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

Regardless of format, all digital content or communications materials produced as a deliverable under this contract must conform to applicable Section 508 standards to allow federal employees and members of the public with disabilities to access information that is comparable to information provided to persons without disabilities. The contractor is responsible for remediating all deliverables that do not comply with the applicable requirements as set forth below.

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

ICT vs. EIT

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

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

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

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

32	Approved Bank Account Monthly Utilization Reports.	12	Monthly	Electronic Format	Email to COR
33	HHS/HRSA Form to Establish A Vendor Account.	1	Within Five (5) Days After Award of Contract	Electronic Format	Email to HRSA's OBF and PSC
34	Submit a final claims reimbursement reconciliation report and return any unobligated funds.	1	Within Two (2) Weeks of Contract Closeout	Electronic Format	Email to COR
35	Financial Management and Reporting Documentation.	1	Annually	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
36	Monthly Daily Extract of Financial Data Report.	262	Daily (weekdays)	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
37	Daily Incremental Extract File.	262	Daily (weekdays)	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
38	Specifics of the file structure, data elements, data dictionary.	1	Prior to Contract Kickoff Meeting	Electronic Format	Email to COR and Director, Division of Financial Policy and Analysis
39	Claims Reimbursement File formats.	1	Prior to Kickoff Meeting	Electronic Format	Email to COR and Director, Division of Financial

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

	application, and network vulnerability scan results; b. Updated POA&Ms; c. Any updated authorization package documentation as required by the annual attestation / assessment / review or as requested by the HRSA System Owner or AO; and, d. Any configuration changes to the system and/or system components or CSP's cloud environment that may impact HHS/HRSA's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.				
51	SORN	1	Once completed	Electronic Format	HRSA Privacy Act Officer
52	ATO	1	Prior to system operation	Electronic format	HRSA Chief Information Officer
53	Transition Out Plan.	1	120 Days Prior to the End of Contract Performance	Electronic Format	Email to COR

F.5 Reporting Requirements and Deliverables

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

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

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

F.6 Stop Work or Delay of Work

52.242-15 Stop-Work Order (Aug 1989)

52.242-15 Stop-Work Order (APR 1984)

52.242-17 Government Delay of Work (APR 1984)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Designation of Contracting Officer Representative (COR)

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

[To Be Determined at time of award]

[Name]

[Office/Division]

[Address]

[Email Address]

[Phone Number]

[Fax Number]

G.2 Contracting Officer's Representative's Authority

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

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

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

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

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

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

1. Solicits a proposal, or
2. Constitutes an assignment of additional work outside the performance work statement of this Contract, or
3. In any manner causes an increase in the total contract cost or the time required for contract performance, or
4. Changes any of the express terms, conditions, or specifications of the Contract (e.g.,

changes in the price or scope of work, instructions to start or stop work, approval of any actions that will result in additional charges to the government).

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

G.4 Key Personnel

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

[To Be Determined at time of award]

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

G.5 Staffing Requirements

The general responsibilities of all contract personnel are as follows:

1. Consistently exhibit teamwork and provides best value for customers by improving the quality of customer interaction and communication, and internally improving communication to increase the quality and value of service provided.
2. Demonstrate proactive behavior, provides timely responsiveness, and exhibits a sense of ownership and commitment in all dealings.
3. Consistently perform timely follow through to ensure quality completion of customer actions. Actively engages in customer partnering sessions and lessons learned sessions. On a regular basis, shows initiative in problem identification and resolution.
4. Maintain the integrity and security of federally-owned property, including equipment, supplies, and information technology related hardware, software and data.

5. Effectively plan, organize, and prioritize work to accommodate agreed to dates/timelines as noted in the task order, and produce clear and effective results of acceptable quality.
6. Refer new or unusual circumstances in a timely manner to the COR for guidance.

G.6 Electronic Funds Transfer

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

G.7 Evaluation of Contractor's Performance

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

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

G.8 Billing Instructions

Located at Section J (Attachment C).

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

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

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

3. Subcontracting Reports

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

April 25th and October 25th.

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

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

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

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Food

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

H.2 Equipment

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

H.3 Confidentiality Agreement Requirement

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

H.4 Travel Reimbursement

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

H.5 Prohibition Against Personal Services

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

H.6 Equal Employment Opportunity Posters

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

H.7 Solicitation Organizational Conflict of Interest

1. Disclosure Clauses

In accordance with FAR Subpart 9.5, all contractors submitting proposals in response to this solicitation must:

- a. Identify any actual, potential or perceived organization conflicts of interest or, in the absence of such conflicts, represent that no such organizational conflicts of interest exist.
- b. If any perceived organizational conflict is identified, provide an explanation why an actual or potential organizational conflict of interest does not exist.
- c. If any actual or potential organizational conflict exists, include a mitigation plan for addressing the conflict.

2. Disclosure Clauses

- a. The contractor may be disqualified from award if it fails to provide or makes any misrepresentation in connection with required OCI disclosures.
- b. The contractor shall disclose all OCIs that arise after award.
- c. The Government may terminate the contract for convenience if an OCI arises after award.
- d. The contractor is required to flow down to its subcontractor OCI restrictions.
- e. Misrepresenting or failing to disclose information related to OCIs may result in termination for default, debarment, prosecution for making of false statement, or other severe consequences.

H.8 Post Award Organizational Conflict of Interest

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

Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated

modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

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

H.9 Government Ownership and Control of Contract-Related Data

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

For the avoidance of doubt, the Parties agree that all information previously held by the Contractor related to providers and all provider-related information that Contractor obtains outside of this contract, including through enrollment in the Optum Pay system, (collectively, "contractor's previously held information") may continue to be used by the Contractor in the normal course of its operations and that any data collected from providers that was not previously held by the Contractor or that was obtained outside of this contract shall be subject to the terms of the CARES Provider Relief Fund (PRF) Website Privacy Policy, Terms of Use and the Optum Pay Enrollment Agreement (collectively "Terms") and may be used by the contractor as permitted by the Terms (<https://cares.linkhealth.com/#/ms>), and that any data provided by the Government in the performance of this contract shall not be used for any other purposes than the performance of this contract. For the purposes of this clause, all data furnished by the Government refers to payment files sent to the Contractor by the Government. Payment files sent to the contractor by the Government include the following information: TIN, Telephone Number, Email address, Line 1 Street Address, Line 2 Street Address, City Name, State code, ZIP code, COVID Payment, Company Name, Tax Payer ID, Provider Name, Bank Account Number, Routing Number.

The contractor's previously held information includes:

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

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

*The Contractor's previously held information is considered proprietary to the contractor and will not be delivered to, used by or released to the Government under this contract.

For the avoidance of doubt, the Parties further agree that none of Contractor's systems or processes, including its payment processing and adjudication systems, will be delivered to the

Government during the performance of this Contract, and that the Government has no right, title or interest in or to such payment processing and adjudication systems and processes.

H.10 Expectation of Confidentiality on all Submitted Data

Except to the extent such information has already been publicly disclosed, the Government's expectation is that all information in possession of Contractor that was submitted by providers as part of the CARES Provider Relief Fund (PRF) Application and Attestation Portal (“PRF Attestation and Payment Data”) or provided to the Contractor by the Government during performance of this contract to direct contractor payments to eligible providers, as determined by the Government, will be kept confidential and not released to any third party unless required by a valid court order or otherwise required by law. Furthermore, upon completion of the contract, except as prohibited by law, the contractor is to provide the Government all the PRF Attestation and Payment Data used and collected during the performance of the contract. For the avoidance of doubt, PRF Attestation and Payment Data does not include any of contractor's previously held information or PRF application data because PRF application data is not collected by the Contractor.

H.11 Legal Process.

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

With respect to any legal process from third-parties (including, but not limited to, subpoenas or discovery requests) seeking disclosure of the PRF Attestation and Payment Data, Contractor will oppose such legal process seeking discovery on the ground that the U.S. government is the real party in interest and has the sole legal right to possess, control, release, disclose or utilize such Data. Should the United States be substituted as a party in interest, the United States will subsequently defend each such discovery request and legal action at no charge or expense to the Contractor. In each case, unless and until the United States Department of Justice successfully moves to substitute the United States Government as the real party in interest and is able to remove any such action that is in a state court to Federal Court, the Contractor will defend such legal action. Any responses to adverse legal process or defense of such litigation from third-parties in response by Contractor will be treated as within the scope of work under this contract, and such reasonable costs treated in accordance with FAR 31.205-47 Costs related to legal and other proceedings.

SECTION I – CONTRACT CLAUSES

I.1 Federal Acquisition Regulation (FAR) Contract Clauses

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

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

Clause No.	Title	Date
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-4	Printing/Copying Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management Maintenance	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting	

	with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.209-12	Certification Regarding Tax Matters	(FEB 2016)
52.210-1	Market Research	JUN 2020
52.212-4	Contract Terms and Conditions-Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	JAN 2021
52.215-2	Audit and Records-Negotiation Alternate II	AUG 2016 (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reductions for Defective Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost of Pricing Data–Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Wavier of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JULY 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost of Pricing Data or Information Other Than Cost or Pricing Data – Modifications	JUN 2020
52.215-23	Limitation on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.223-6	Drug-Free Workplace	(MAY 2001)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certification	(JUN 2020)
52.232-1	Payments	(APR 1984)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)
52.233-2	Service of Protest	(SEPT 2006)
52.237-3	Continuity of Services	(JAN 1991)
52.242-13	Bankruptcy	(JUL 1995)

52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(AUG 2019)
52.245-1	Government Property	(JAN 2017)
52.246-25	Limitation of Liability-Services	(FEB 1997)
52.252-6	Authorized Deviations in Clauses	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

FAR Clauses in Full Text:

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (DEC 2019).

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision - “Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a) (1) (A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that it ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer -

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

FAR 52.244-2 Subcontracts (JUN 2020).

(a) Definitions. As used in this clause -

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

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

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

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

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

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

(2) Is fixed-price and exceeds -

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

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

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

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause No.	Title	Date
HHSAR 352.203-70	Anti-Lobbying	(DEC 2015)
HHSAR 352.208-70	Printing and Duplication	(DEC 2015)

HHSAR 352.211-1	Public Accommodations and Commercial Facilities	(DEC 2015)
HHSAR 352.211-3	Paperwork Reduction Act	(DEC 2015)
HHSAR 352.219-70	Mentor Protégé Program	(DEC 2015)
HHSAR 352.219-71	Mentor Protégé Program Reporting	(JAN 2010)
HHSAR 352.224-70	Privacy Act	(DEC 2015)
HHSAR 352.227-70	Publications and Publicity	(DEC 2015)
HHSAR 352.231-70	Salary Rate Limitation	(DEC 2015)
HHSAR 352.233-71	Litigation and Claims	(DEC 2015)
HHSAR 352.239-74	Electronic and Information Technology Accessibility	(DEC 2015)

HHSAR Clauses in Full Text:

352.224-71 Confidential Information (DEC 2015)

(a) Confidential Information, as used in this clause, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

(b) Specific information or categories of information that the Government will furnish to the Contractor, or that the Contractor is expected to generate, which are confidential may be identified elsewhere in this contract. The Contracting Officer may modify this contract to identify Confidential Information from time to time during performance.

(c) Confidential Information or records shall not be disclosed by the Contractor until:

(1) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, to which an agency response may be appropriate to protect the public interest or that of the agency.

(2) For information provided by or on behalf of the government,

(i) The publication or dissemination of the following types of information are restricted under this contract: personally identifiable information about patients and donors.

(ii) The reason(s) for restricting the types of information identified in subparagraph (i) is/are: maintain patient and donor confidentiality and safety.

(iii) Written advance notice of at least 45 days shall be provided to the Contracting Officer of the Contractor's intent to disseminate or publish information identified in subparagraph (2)(i). The contractor shall not disseminate or publish such information without the written consent of the Contracting Officer.

(d) Whenever the Contractor is uncertain with regard to the confidentiality of or a property interest in information under this contract, the Contractor should consult with the Contracting Officer prior to any release, disclosure, dissemination, or publication.

352.239-73 Electronic and Information Technology Accessibility Notice (DEC 2015)

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(c) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility.

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document - in detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS website <http://www.hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

SECTION J – LIST OF ATTACHMENTS

J.1 Solicitation Attachments

Attachment Letter	Title
A	Performance Work Statement
B	CPARs Information Sheet
C	Billing Instructions
D	Disclosure Lobbying Activities
E	HHS Subcontracting Plan Template
F	Non-Disclosure Agreement

SECTION K – REPRESENTATIONS AND CERTIFICATIONS

K.1 Representations and Certifications

The Offeror makes the following Representations and Certifications as part of its proposal.

RFP No. 75R60221R00011

(Name of organization)

(Signature of authorized individual) _____
(Date)

(Type name of authorized individual)

TIN No. _____

DUNS No. _____

NOTE: The penalty for knowingly and willingly making false statements in offers as prescribed in 18 U.S.C. 1001 is imprisonment not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisonment not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall not be more than 8 years.

K.2 SAM Registration

The Offeror certifies that it has registered at www.sam.gov, as required by FAR clause 52.204-7 Central Contractor Registration (known now as System for Award Management (OCT 2018)).

K.3 Annual Representations and Certifications (OCT 2018)

52.204-8 Annual Representations and Certifications (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$30M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless –

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that –

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

X (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.4 Information Regarding Responsibility Matters

52.209-7 Information Regarding Responsibility Matters (OCT 2018)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at

the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means -

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite - delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for

Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

K.5 Cost Accounting Standard Notices and Certification (JUN 2020)

52.230-1 Cost Accounting Standard Notices and Certification (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals

submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes, No

K.6 Proposal Disclosure Cost Accounting Practice Changes

52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes, No

If the Offeror checked “Yes” above, the Offeror shall –

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.7 Contractor’s Remittance or Check Mailing Address

Indicate your firm’s remittance or check mailing address below. See FAR 52.232-34 Payment by Electronic Funds Transfer – Other than Central Contractor Registration (JUL 2013).

K.8 Responsible Official(s) Who Can Negotiate and Receive Notification of An Improper Invoice and Answer Questions Regarding the Invoice

Indicate below the responsible official(s) who can negotiate on behalf of the Contractor, and receive notification of an improper invoice and answer questions regarding the invoice. See FAR 52.232-25 Prompt Payment (JAN 2017).

Name (Negotiator): _____
Address: _____
Telephone Number: _____

And,

Name (Negotiator): _____
Address: _____
Telephone Number: _____

K.9 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

The Offeror should use Standard Form LLL, “Disclosure of Lobbying Activities”, which can be downloaded from the following link:

http://www.thompson.com/libraries/grantmanage/sass/free_reports/sassnews.html in accordance with FAR 52.203-11 entitled, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. Also see Section J, Attachment D.

SECTION L– INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 General Instructions

Proposals shall be complete at the time of proposal submission. Failure to submit a complete proposal at the time proposals are due may result in the exclusion of your proposal from further consideration by the Government for award of a contract.

Proposals shall be submitted single spaced, printable on 8.5 x 11-inch paper, paginated front to back, 12 point font (Times New Roman), 1-inch margins, with searchable features in the technical proposal and business proposal. 10 point font (Times New Roman) will be allowed for tables and graphics 10 point font (Times New Roman) will be allowed for headers and footers.

Each page shall be numbered and each volume shall be tabbed to correspond to the table of contents. The Offeror may include foldouts up to 11 x 17 inches, only to display graphics, flow charts, organizational charts, or drawings, which will not be counted towards the page limit for the technical of business volume.

The clarity, relevance, and conciseness of the proposal is important, not the length.

Proposal data submitted by offeror that offeror does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall be marked in accordance with FAR 52.215-1(e).

This RFP does not commit the Government to pay any costs or preparing and submitting a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

A statement indicating whether or not any exceptions are taken to the terms and conditions of the request for proposal (RFP) shall be a separate file. Any exceptions taken shall include identification of the specific paragraphs and rationale for each exception. Exceptions shall also be noted in the specific Volume of the proposal, at the location of the exception. Offeror is cautioned that a proposal that fails to comply with the material terms of the solicitation will be considered unacceptable and may not form the basis of award.

Proposals shall be submitted in the following volumes:

Volume	Title
I	Technical Proposal
II	Business Proposal

The Offeror's proposal shall stipulate that it is predicated upon all terms and conditions of this RFP. In addition, proposal shall contain a statement to the effect that it is firm for a period of 180 days from the date of receipt by the Government.

Offeror shall submit proposal and data comprehensive enough to provide the basis for a sound evaluation. Proposals that do not include details sufficient to permit a meaningful evaluation may be unacceptable and ineligible for award.

Proposals shall be signed by an official authorized to bind your organization. Proposals shall be submitted in PDF and Excel compatible format via email to Russell Grabill at rgrabill@hrsa.gov no later than 2:00 PM Eastern Time (ET) on Friday, April 2, 2021. Offeror is encouraged to request a delivery receipt to serve as evidence of receipt of its proposal by the Government.

L.2 Inquiries

Questions or issues for which you require clarification or correction by the Government shall be submitted via email to Russell Grabill at rgrabill@hrsa.gov. In order to allow a reply to be provided in a timely manner before submission of proposal, your questions shall be received no later than 2:00 PM Eastern Time (ET) on Thursday, March 25, 2021. Questions received after the due date and time for questions will not be considered. No exceptions.

Any resulting addition, deletion, or change to the RFP document will be made by issuing a formal amendment to the solicitation. Offeror is instructed specifically to contact only the issuing contract office in connection with any aspect of this requirement prior to contract award.

L.3 Alternate Technical Proposals

You may, at your discretion, submit alternate proposals, or proposals that deviate from the requirements, as stated in the statement of work; provided, that you also submit a proposal for performance of the work as specified in the performance work statement. Alternate proposals may be considered if overall performance would be improved and not compromised, and if they are in the best interests of the Government.

Alternate proposals shall be separate, distinct, stand-alone proposals that can be evaluated based on the technical evaluation criteria specified in Section M. Supplemental proposals that are submitted as alternate technical proposals, but shall be evaluated in conjunction with your original technical proposal, are not considered stand-alone proposals and will not be considered for award purposes. All alternate technical proposals that deviate from the requirements shall be clearly identified.

L.4 Technical Proposal Instructions – Volume I

The technical proposal shall be submitted indicating how each aspect of the performance work statement is to be accomplished. The technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal shall also include a proposed Quality Assurance Surveillance Plan (QASP).

The technical proposal shall focus on the following five major topics:

1. Speed – How quickly can the work be performed?
2. Simplicity – Is the solution easily understood, can it be quickly communicated?
3. Leverages Existing Capabilities – How can the offeror minimize new build up and use current technology as well to allow additional capacity?
4. Minimizes Program Risks – Solutions to implementation risk, payment fraud, addresses benefits adjudication and what risk reviews are in place to avoid insurance fraud?
5. Adaptable - If covered benefit is expanded to include ongoing treatment, is the proposed solution able to grow with other required services?

Additionally, the technical proposal shall include information on how the project is to be organized, staffed, and managed. Information should also be provided which demonstrates your understanding and management of important events or tasks. Offeror shall also explain how the management and coordination of staff and subcontractor efforts will be accomplished.

The technical proposal shall not exceed 90 single spaced pages, excluding resumes other required appendices. Offeror shall observe limitations on the length and format specified since review of the proposal will be limited to 90 pages. Pages exceeding 90 pages will not be read or evaluated.

L.5 Business Proposal Instructions – Volume II

The business proposal shall consist of cost and pricing data, subcontracting plan and certifications.

Cost and Pricing Data:

The Offeror shall submit a cost proposal fully supported by cost and pricing data in sufficient detail to allow a complete analysis to establish that the proposed costs are fair and reasonable. Cost and pricing data shall be prepared with supporting attachments which satisfy the instructions and appropriate format prescribed in Table 15-2 of FAR Part 15 and the following specific requirements:

Each labor category shall contain a breakdown of the estimated unburdened wage rate, fringe, overhead rates, general and administration (G&A) rate, profit and/or any other costs applicable under the accounting system utilized.

Offeror shall submit supporting information for any proposed rates, including a description of cost allocation methodology used and justification with supporting documentation.

The business proposal shall also include a complete Subcontracting Plan, Representations, Certifications and Other Statements of Offeror.

Subcontracting Plan

If the proposal is over \$750,000 and subcontracting opportunities exist, then a completed subcontracting plan must be submitted along with your proposal. Please complete the HHS Small Business Subcontracting Plan and submit it as part of your business proposal.

All subcontracting plans shall project percentages of total work to be performed by each subcontractor under the total task orders awarded during the life of the contract. Your subcontracting plan must meet or exceed the FY 2021 subcontracting goals for HHS shown below. These subcontracting goals are based on the total subcontracting dollars of the contract.

Small Business (SB) – 33%

Small Disadvantaged Business (SDB) (including 8a) – 5%

Woman-Owned Small Business (WOSB) – 5%

HUBZone – 3%

Service-Disabled Veteran-Owned Small Business (SDVOSB) – 3%

Veteran Owned Small Business (VOSB) – 3%

The subcontracting plan should express definitive commitments to subcontract with SB, SDB, WOSB, HubZone, SDVOSB, and VOSB small business concerns on future task order awards and describe the potential services to be provided by each subcontractor. Subcontractor names and letters of commitment should be provided for those organizations which may potentially provide services under future task order awards. The Offeror shall describe its plan for achieving the stipulated subcontracting goals and its procedures for reviewing, approving and monitoring its subcontractors' compliance with the subcontracting plan.

The subcontracting plan will be a prospective forecast of the types and amount of subcontracting the Offeror anticipates conducting under future task awards.

The Subcontracting Plan must be approved by the Contracting Officer prior to implementation.

HHS Subcontracting Plan template is located at Section J (Attachment E).

L.6 Award Without Discussions

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.7 Protest

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Office of Acquisitions Management and Policy, 5600 Fisher Lane, Parklawn Building, Room 13A-43, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.8 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data OCT 2010) Alternate IV (OCT 2010)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.9 Type of Contract

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price Commercial Contract resulting from this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 General

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with the instructions given in this RFP. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for an award.

M.2 Negotiations

Offerors are advised that the Government may elect to evaluate proposals and award a contract without discussions with the Offeror(s). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to conduct discussions if the Contracting Officer determines them to be in the best interest of the Government.

M.3 Selection of Offerors

The acceptability or unacceptability of the technical portion of each contract proposal will be based upon an evaluation by a technical evaluation panel (TEP). The TEP will evaluate each proposal in strict conformity to the evaluation criteria of the RFP (see Section L and M).

The Government reserves the right to make no award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

As the Government may award without discussions, the Government is requesting preferred cost reductions to Offeror's lowest Government contract or other preferred rates. Proposals shall include Offeror's best pricing, inclusive of all discounts.

M.4 Award Criteria

Best value will be determined in that Technical is more important than Cost/Price.

The following evaluation factors will be used to determine best value.

Award Criteria

The Government reserves the right to make no award as a result of this solicitation. Additionally, the Government reserves the right to make award without discussions.

Proposal evaluation will be based on technical and cost/price. Award will be based on the proposal meeting or exceeding the acceptability technical standards and a fair and reasonable cost/price.

The quote will be evaluated using the following criteria as they relate to the content of the corresponding volumes.

Factor 1 – Technical
Factor 2 – Cost/Price.

Technical:

The Government will evaluate the technical proposal to ensure that the proposed approach indicates successful execution of the performance work statement. The Government will focus on the following five major areas:

1. Speed – Work can be quickly performed.
2. Simplicity – Solution is easily understood and can be quickly communicated.
3. Leverages Existing Capabilities – Offeror minimized new build up, need for new technology and has additional capacity.
4. Minimizes Program Risks – Solutions minimizes implementation risk, payment fraud, and addresses benefits adjudication and risk reviews to avoid insurance fraud.
5. Adaptable – Covered benefit is expanded to include ongoing treatment, and proposed solution is able to grow with other required services.

Additionally, the Government will evaluation how efficiently the project is organized, staffed, and managed as well as the offeror's understanding and management of important events or tasks. The Government will also evaluate the proposed QASP.

Cost/Price:

Cost/Price will be evaluated on the total price, base and all options, being determined to be fair and reasonable. Additionally, the subcontracting plan and certifications will be evaluated acceptability.

The Government evaluators will not assume that the offeror possesses any capability or knowledge unless it is specified in the proposal.

The Government reserves the right to make a single award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

M.5 Evaluation of Options

52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total cost for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 Evaluation of Extension of Services

The Government will evaluate offers by establishing a Total Evaluated Price which will consist of the total price proposed for all base contract, option periods of the contract, and the amount associated with FAR 52.217-8. The amount evaluated under FAR 52.217-8 will be calculated using the rates proposed for the last option period.

**Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured Program
Contractor Questions and Government Responses**

#	Solicitation Page # and Section Number	Question
1	L.1 General Instructions, page 45	<p>The RFP instructions state, “Proposals shall be submitted single spaced, printable on 8.5 x 11-inch paper, paginated front to back, 12-point font (Times New Roman), 1-inch margins, with searchable features in the technical proposal and business proposal. 12-point font (Times New Roman) will be allowed for tables and graphics 10-point font (Times New Roman) will be allowed for headers and footers.”</p> <p>We recommend the font requirement for tables and graphics be revised from 12-point to 10- point.</p>
<p>Government Response: HRSA concurs. See revised, attached Sections A-M.</p>		
2	PWS Section 7.3 - Back-End Processing, page 18	<p>The PWS states, “The Contractor shall perform [a] back-end processing to close out and verify claims payments.”</p> <p>We recommend the government remove this requirement or please confirm what is meant by “back-end processing.”</p>
<p>Government Response: HRSA proposes the following:</p> <ul style="list-style-type: none"> • Perform a back-end processing to close out and verify claims payments. Reconfirmation of each claim’s eligibility after 30-days, 60-days, and 90-day to review for improper payments. • Provide a report to HRSA every two weeks identifying overpayments or improper payments. • For claim overpayments the contractor shall off set future claims to correct the overpayments. <p>See attached, revised PWS.</p>		
3	PWS Section 6 – Electronic Claims Intake and Data Interchange	<p>The PWS states, “Be able to mask the data extract to avoid PII intake.”</p> <p>To be able to process the claim, the EDI claim submission would not mask data. We recommend the government remove this requirement or clarify under what circumstances the data would be masked.</p>
<p>Government Response: This is HHS standard language from OIT. Please respond to this in your proposal, we cannot revise the language.</p>		
4	E.3 Quality Assurance Surveillance Plan (QASP), page 7 L.4 Technical Proposal Instructions – Volume I, page 46 M.4 Award Criteria, page 52	<p>The instructions for the technical proposal indicate the technical volume should include a proposed Quality Assurance Surveillance Plan (QASP). The evaluation criteria state the Government will evaluate the proposed QASP.</p> <p>Will the Government accept a draft QASP that follows the format stipulated in the RFP?</p> <p>Please confirm the QASP does not count against the 90-page limit for the technical proposal.</p>
<p>Government Response: Contractor can submit a draft with proposal and can be finalized after award. The draft will not count towards the 90-page limit.</p>		

**Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured Program
Contractor Questions and Government Responses**

#	Solicitation Page # and Section Number	Question
5	RFP Sections A-M Section F.4 Schedule of Deliverables Page 9 – Item # 2	<p>The schedule of deliverables states, “Records Management Training - Provide Records Management training completion certificates”</p> <p>“Due within 7 days after contract award and upon new fulltime staff onboarding.”</p> <p>We recommend HRSA change the due date for item 2, completion certifications, be due 30 days after contract award and 14 days after new fulltime staff onboard.</p>
<p>Government Response: HRSA concurs. See revised, attached Section A-M.</p>		
6	PWS Task 7 – Claims Processing, Page 18	Will HRSA provide the estimated claim volumes for the base year, and each of the option years to improve our ability to provide a business proposal that meets HRSA’s expectations?
<p>Government Response: HRSA proposes the following:</p> <p>Base:</p> <ul style="list-style-type: none"> • 42, 862,928 submitted (billed) claims • 29,488, 437 paid claims <p>Base Year Optional Task and Quantities</p> <ul style="list-style-type: none"> • 1 Transition Out Plan • 9,000,000 submitted (billed) claims • 3,000,000 paid claims <p>Option Year 1:</p> <ul style="list-style-type: none"> • 7,000,000 submitted (billed) claims • 3,000,000 paid claims <p>Optional Year 1 Optional Task and Quantities</p> <ul style="list-style-type: none"> • 1 Transition Out Plan • 4,000,000 submitted (billed) claims • 1,000,000 paid claims <p>Option Year 2:</p> <ul style="list-style-type: none"> • 4,000,000 submitted (billed) claims • 1,000,000 paid claims <p>Optional Year 2 Optional Task and Quantities</p> <ul style="list-style-type: none"> • 1 Transition Out Plan • 3,000,000 submitted (billed) claims • 1,000,000 paid claims <p>See revised, attached PWS and Section A-M.</p>		

Uninsured Claims Program IGCE

Base Year

Assumptions				Assumptions				Assumptions			
Estimated Number of uninsured	29,000,000			Estimated Number of uninsured	29,000,000			Estimated Number of uninsured	29,000,000		
Projected # of Testing Claims	29,000,000			Project # of Treatment Claims	1,000,000			Project # of Vaccine Admin Claims (2/pp)	40,000,000		
Claims Program Budget		\$1,000,000,000		Claims Program Budget		\$5,000,000,000		Claims Program Budget		\$1,300,000,000	
Projected Uninsured Reimbursement Costs				Projected Uninsured Reimbursement Costs				Projected Uninsured Reimbursement Costs			
Cost of diagnostic test*	\$ 51.31	2,350,000	\$120,578,500	Treatment ****	\$9,090	550,000	\$4,999,500,000	Vaccine administration (2 doses)	\$ 45.33	20,000,000	\$906,600,000
Cost of office visit**	\$110.00	2,350,000	\$258,500,000								
Total Estimated Reimbursement Amounts			\$379,078,500	Total Estimated Reimbursement Amounts			\$4,999,500,000	Total Estimated Reimbursement Amounts			\$906,600,000
Contractor Claim Processing Fee***	\$1	4,700,000	\$4,700,000	Contractor Claim Processing Fee***	\$1	550,000	\$550,000	Contractor Claim Processing Fee***	\$1	40,000,000	\$40,000,000
Program Management One Time Implementation Cost				Program Management One Time Implementation Cost			\$450,000	Program Management One Time Implementation Cost			\$450,000
Telephone Calls Answered	\$5	50,000	\$250,000	Telephone Calls Answered	\$5	50,000	\$250,000	Telephone Calls Answered	\$5	50,000	\$250,000
Total Estimated Testing Contract Amount			\$4,950,000	Total Estimated Treatment Contract Amount			\$1,250,000	Total Estimated Vax Admin Contract Amount			\$40,700,000
								ESTIMATED AMOUNT			\$46,900,000

Option Year 1

Assumptions				Assumptions				Assumptions			
Estimated Number of uninsured	29,000,000			Estimated Number of uninsured	29,000,000			Estimated Number of uninsured	29,000,000		
Projected # of Testing Claims	10,000,000			Project # of Treatment Claims	550,000			Project # of Vaccine Admin Claims (2/pp)	20,000,000		
Claims Program Budget		\$1,000,000,000		Claims Program Budget		\$5,000,000,000		Claims Program Budget		\$1,300,000,000	
Projected Uninsured Reimbursement Costs				Projected Uninsured Reimbursement Costs				Projected Uninsured Reimbursement Costs			
Cost of diagnostic test*	\$ 51.31	5,000,000	\$256,550,000	Treatment ****	\$9,090	550,000	\$4,999,500,000	Vaccine administration (2 doses)	\$ 45.33	10,000,000	\$453,300,000
Cost of office visit**	\$110.00	5,000,000	\$550,000,000								
Total Estimated Reimbursement Amounts			\$806,550,000	Total Estimated Reimbursement Amounts			\$4,999,500,000	Total Estimated Reimbursement Amounts			\$453,300,000
Contractor Claim Processing Fee***	\$1	10,000,000	\$10,000,000	Contractor Claim Processing Fee***	\$1	550,000	\$550,000	Contractor Claim Processing Fee***	\$1.00	20,000,000	\$20,000,000
Program Management One Time Implementation Cost				Program Management One Time Implementation Cost			\$450,000	Program Management One Time Implementation Cost			\$450,000
Telephone Calls Answered	\$5	50,000	\$250,000	Telephone Calls Answered	\$5	50,000	\$250,000	Telephone Calls Answered	\$5	50,000	\$250,000
Total Estimated Testing Contract Amount			\$10,250,000	Total Estimated Treatment Contract Amount			\$1,250,000	Total Estimated Vax Admin Contract Amount			\$20,700,000
								ESTIMATED AMOUNT			\$32,200,000

Option Year 2

Assumptions				Assumptions				Assumptions			
Estimated Number of uninsured	29,000,000			Estimated Number of uninsured	29,000,000			Estimated Number of uninsured	29,000,000		
Projected # of Testing Claims	1,000,000			Project # of Treatment Claims	50,000			Project # of Vaccine Admin Claims (2/pp)	5,000,000		
Claims Program Budget		\$1,000,000,000		Claims Program Budget		\$5,000,000,000		Claims Program Budget		\$1,300,000,000	
Projected Uninsured Reimbursement Costs				Projected Uninsured Reimbursement Costs				Projected Uninsured Reimbursement Costs			
Cost of diagnostic test*	\$ 51.31	500,000	\$25,655,000	Treatment ****	\$9,090	50,000	\$454,500,000	Vaccine administration (2 doses)	\$ 45.33	2,500,000	\$113,325,000
Cost of office visit**	\$110.00	500,000	\$55,000,000								
Total Estimated Reimbursement Amounts			\$80,655,000	Total Estimated Reimbursement Amounts			\$454,500,000	Total Estimated Reimbursement Amounts			\$113,325,000
Contractor Claim Processing Fee***	\$1	1,000,000	\$1,000,000	Contractor Claim Processing Fee***	\$1	50,000	\$50,000	Contractor Claim Processing Fee***	\$1.00	5,000,000	\$5,000,000

Program Management One Time Implementation Cost			Program Management One Time Implementation Cost			Program Management One Time Implementation Cost		
Telephone Calls Answered	\$5	50,000	Telephone Calls Answered	\$5	50,000	Telephone Calls Answered	\$5	50,000
		\$250,000			\$250,000			\$250,000
Total Estimated Testing Contract Amount			Total Estimated Treatment Contract Amount			Total Estimated Vax Admin Contract Amount		
		\$1,250,000			\$750,000	ESTIMATED AMOUNT		\$5,700,000
							Total	\$86,800,000

*<https://www.cms.gov/files/document/mac-covid-19-test-pricing.pdf>
**HCPCS 99214
***Based on Private Sector best in class benchmark from CMS
***Based on projected amount from OPAE for expenditure of available fund

**HHS Streamlined Acquisition Plan
Related to COVID-19 Acquisitions (IAW FAR Part 7)
This document must be placed in all contract files
OFFICIAL USE ONLY**

Program/Project Title: COVID-19 Claims Reimbursement for Testing and Treatment for Healthcare Providers Serving the Uninsured

OPDIV/STAFFDIV/Division: Health Resources and Services Administration (HRSA)

Program/Project Manager: Danita Hunter

Acquisition Year: 2021

***Acquisition Plan # (if applicable):** OPS184 C 3611
(Completed by the Contracting Officer)

Type of Acquisition:

Commercial (if applicable FAR Part 12)

Service Supply IT Other (describe):

Independent Government Cost Estimate (Inclusion of options – including optional quantities or option to purchase additional requirements. Proposed price schedule and basis for evaluation of price. Fair and reasonable pricing determination):

The total estimated cost for this action is \$76,900,000; it includes a base year estimated to be \$46,900,000.00; option year 1 is estimated to be \$15,000,000; and option year 2 is estimated to be \$15,000,000. A combination of historical data and market research was used to identify the labor categories and labor hours and fixed costs such as application hosting and banking fees. The labor rates were identified using historical data and historical labor categories. The labor categories, rates, and hours of service were populated into the IGCE to determine a fair and reasonable cost estimate, see attached file titled IGCEClaimsCONVID19Uninsured Treatment_FY21.xlsx.

I. Acquisition Background (FAR 7.105(a))

A. Brief Description of Requirement/Statement of Need:

The purpose of this procurement is to support claims reimbursement and other support for COVID-19 testing, treatment, and vaccination of uninsured individuals. The scope of this activity includes processing and distributing payments, providing customer service education and outreach, project and program management, compliance and dispute resolution support, provider outreach, and data support.

B. Conditions:

There are no conditions to consider.

C. Background and Contracting History (if applicable):

The Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) appropriated \$100B to HRSA to distribute to providers for lost revenue and to prevent, prepare for, and respond to coronavirus. In FY 2020, HRSA received an additional \$78B from the Paycheck Protection Program (PPP) and Health Care Enhancement Act (P.L. 116-139), and the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act (P.L. 116-123) in appropriated funds to reimburse eligible healthcare providers for healthcare related expenses or lost revenues attributable to coronavirus. In FY 2021, HRSA received an additional \$8.5B from the American Rescue Plan Act (PL 117-002) in appropriated funds to reimburse eligible rural healthcare providers or suppliers for healthcare related expenses or lost revenues attributable to coronavirus.

These laws provide economic and financial support for individuals and business impacted by the coronavirus outbreak.

To meet this urgent and compelling national need to quickly distribute payments and reimburse claims, HRSA held limited competitions with prospective vendors, following the HHS Class Justification and Approval for COVID-19 response. HRSA evaluated potential vendors that could administer these programs, including Medicare Administrative Contractors. After thorough reviews of its needs and vendor capabilities, HRSA determined that the United Healthcare Group (UHG) was best suited to perform the work for each of these programs. UHG had the system and infrastructure that could meet the aggressive timeline necessary to provide an influx of funding to the nation's healthcare infrastructure.

All of the claims to date have been reimbursed through UHG and OptumBank. Changing the contractor at this current state will make it exceedingly difficult for to return funds. As of December 31, 2020, HRSA processed over 20 million testing and treatment claims for uninsured persons to over 180,000 unique providers. HRSA will continue to reimburse claims throughout 2021 and possibly 2022 based on the direction from HHS and the state of the coronavirus pandemic.

D. Funding Source:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136); the Paycheck Protection Program (PPP) and Health Care Enhancement Act (P.L. 116-139), the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act (P.L. 116-123), and the American Rescue Plan Act (PL 117-002).

E. Delivery or Performance Period (Trade-offs/Risks/Streamlining):

The period of performance is for a 12-month base period and two 12-month option periods. The start date is April 16, 2021 and the ultimate end date is April 15, 2024, or earlier if Provider Relief Funds are distributed and tasks are completed.

Funding Constraints - No funding risk as Congress has allocated funds for this project.

Programmatic constraints - New program and office under HRSA. This contract will provide the critical

services and expertise needed to support the Office of Provider Services to make payments and provide customer service to the health care provider population.

Time/Schedule constraints - Must be awarded by April 15 to meet the health emergency needs to mitigate the risk to the nation's healthcare system. If this contract is not awarded by April 15, there will be a gap in service and the HRSA will not be able to process claims or send reimbursements to providers. If providers are not able to submit claims during this gap period, it may reduce the level of care for persons who are uninsured, as the contractor not able to process claims during any gap period.

II. Plan of Action

A. Market Research Results/Interested Sources:

Market research was conducted at the time of the letter contract and it was determined only one source was able to provide these services. The market research previously conducted is being used as the basis for this action. See Attached file title Market Research COVID19 Treatment included in the file. HHS reviewed the reasonableness of costs by conducting internet research for administrative overheads. Looking at data presented in a 2018 study of an academic health care system "Administrative Costs Associated with Claims Processing Services for Testing and Treatment for Healthcare Providers Serving the Uninsured.

B. Types of Small Businesses Considered (check all that apply)

(No foreign contractors will be permitted to participate at the prime contractor level, as no awards were made to foreign contractors)

Small Business HUB Zone Small Disadvantaged Business 8(a)

Service-Disabled Veteran-Owned Small Business

Women Owned Small Business

Other:

Given the magnitude, specialization and the urgency of the services there were no small businesses capable to provide these services.

Disaster Response Registry Search (<https://www.sam.gov>, Search Records, Advanced Search, Disaster Response Registry Search)

C. Acquisition Approach:

(1) Solicitation method to be utilized

GWAC/Best-in-Class/Strategic Source Competitive

Sole Source Other (Describe)

(2) Contract Type

Fixed-Price Cost plus Fixed Fee Cost Reimbursement

Time and Material/Labor Hour Cost plus Award Fee

Letter Contract Other (Specify)

(3) Brief rationale for selecting the contract type:

FFP is the preferred contract type because it places all the risk and responsibility for the contractor's cost, ensuring that the contractor controls costs. FFP also reduces the administrative burden on the Government.

D. Competition:

Competitive – Results (abstract, summary, etc.) attached.

Sole/Limited Source – FAR required justifications must be attached.

FAR 6: 6.302-2 Unusual & Compelling 6.302-1 Only One Source FAR 6 Other:
(Insert FAR ref)

FAR 8 8.405-6 Urgent & Compelling 8.405-6 Only One Source FAR 8 Other:
(Insert FAR ref)

FAR 13 13.106-1(b) Soliciting From a Single Source

FAR 16 16.505(b) (2) Exception to the fair opportunity process

Micro-Purchase (<\$10,000.00) – FAR 13.203(a) (2)

Other Sole or Limited Source Justification: (Must insert FAR ref/authority)

E. Government-Furnished Property/Information:

Data file is needed to process payments, send communications, and to process IRS 1099 tax forms to mail to providers. See the non-disclosure agreement.

F. Inherently Governmental Function:

Yes (explain)

No

G. Other Considerations (Security, Information Technology, Personnel/Organizational Conflicts of

Interest, Price Reasonableness, Price Gauging/Hoarding, Steps taken to ensure vaccines, therapeutics, and diagnostics developed are affordable in the commercial market, PTT, etc.):

HHS IT Cyber Security and Privacy language has been added to the PWS. This language includes the contractor requirements for security of the PII data; records management and system security. HHSAR Section 508 clauses are also included in the contract.

No personal or organizational conflict of interest were determined at this time.

H: Attachments:

SOW/PWS/SOO IGCE D&F

Class J&A (applicable): Yes No

III. Coordination/Approval

I hereby certify that (a) this requirement represents a bona fide need of the fiscal year or years for which the appropriation was made and complies with the Anti-deficiency Act; and (b) funds are committed for the entire performance period of this acquisition.

I hereby certify that (a) this requirement represents a bona fide need of the fiscal year or years for which the appropriation was made and complies with the Anti-deficiency Act; and (b) funds are committed for the base period or first increment of performance of this acquisition.

Funds are not currently committed for this acquisition.

Program/Project Manager (P/PM) Date

Contracting Officer (CO) Date

Head Contracting Authority (HCA) Date

*Senior Procurement Executive (SPE) Date

*IAW Acquisition Alert 2020-04 SPE approval is required for actions exceeding \$150 million.

**Office of Acquisition Management and Policy (OAMP)
ACQUISITION REVIEW BOARD (ARB)
REVIEW AND APPROVAL FORM**

Project Title: FY21 - Claims Reimbursement to Health Care Providers and Facilities For Testing, Treatment and Vaccine Administration for the Uninsured

4Cast ID # OPS184 C 3611

Requiring Official (COR or P/PM): Dina Passman

Contract Specialist: Russell Grabill

Contracting Officer: Shirley Karver

This AP was reviewed by the ARB on: _____

This AP has been reviewed and is:

- Disapproved
- Approved
- Approved with Conditions as stated below:

ARB Member Signatures:

_____	_____
_____	_____
_____	_____

HCA Signature/Date:

**HHS Streamlined Acquisition Plan
Related to COVID-19 Acquisitions (IAW FAR Part 7)
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OPDIV/STAFFDIV/Division: Health Resources and Services Administration (HRSA)

Program/Project Manager: Danita Hunter

Acquisition Year: 2021

***Acquisition Plan # (if applicable):** OPS184 C 3611
(Completed by the Contracting Officer)

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B. Types of Small Businesses Considered (check all that apply)

(No foreign contractors will be permitted to participate at the prime contractor level, as no awards were made to foreign contractors)

Small Business HUB Zone Small Disadvantaged Business 8(a)

Service-Disabled Veteran-Owned Small Business

Women Owned Small Business

Other:

Given the magnitude, specialization and the urgency of the services there were no small businesses capable to provide these services.

Disaster Response Registry Search (<https://www.sam.gov>, Search Records, Advanced Search, Disaster Response Registry Search)

C. Acquisition Approach:

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(2) Contract Type

Fixed-Price Cost plus Fixed Fee Cost Reimbursement

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(Insert FAR ref)

FAR 8 8.405-6 Urgent & Compelling 8.405-6 Only One Source FAR 8 Other:
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FAR 16 16.505(b) (2) Exception to the fair opportunity process

Micro-Purchase (<\$10,000.00) – FAR 13.203(a) (2)

Other Sole or Limited Source Justification: (Must insert FAR ref/authority)

E. Government-Furnished Property/Information:

Data file is needed to process payments, send communications, and to process IRS 1099 tax forms to mail to providers. See the non-disclosure agreement.

F. Inherently Governmental Function:

Yes (explain)

No

G. Other Considerations (Security, Information Technology, Personnel/Organizational Conflicts of

Interest, Price Reasonableness, Price Gauging/Hoarding, Steps taken to ensure vaccines, therapeutics, and diagnostics developed are affordable in the commercial market, PTT, etc.):

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H: Attachments:

SOW/PWS/SOO IGCE D&F

Class J&A (applicable): Yes No

III. Coordination/Approval

I hereby certify that (a) this requirement represents a bona fide need of the fiscal year or years for which the appropriation was made and complies with the Anti-deficiency Act; and (b) funds are committed for the entire performance period of this acquisition.

I hereby certify that (a) this requirement represents a bona fide need of the fiscal year or years for which the appropriation was made and complies with the Anti-deficiency Act; and (b) funds are committed for the base period or first increment of performance of this acquisition.

Funds are not currently committed for this acquisition.

Danita F. Hunter -S Digitally signed by Danita F. Hunter -S
Date: 2021.03.22 16:42:02 -04'00'

Program/Project Manager (P/PM) Date

Shirley Karver -S Digitally signed by Shirley Karver -S
Date: 2021.03.23 10:55:12 -04'00'

Contracting Officer (CO) Date

Alexandra B. Garcia -S Digitally signed by Alexandra B.
Garcia -S
Date: 2021.03.25 14:51:27 -04'00'

Head Contracting Authority (HCA) Date

*Senior Procurement Executive (SPE) Date

*IAW Acquisition Alert 2020-04 SPE approval is required for actions exceeding \$150 million.

SECTION L- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 General Instructions

Proposals shall be complete at the time of proposal submission. Failure to submit a complete proposal at the time proposals are due may result in the exclusion of your proposal from further consideration by the Government for award of a contract.

Proposals shall be submitted single spaced, printable on 8.5 x 11-inch paper, paginated front to back, 12 point font (Times New Roman), 1-inch margins, with searchable features in the technical proposal and business proposal. 12 point font (Times New Roman) will be allowed for tables and graphics 10 point font (Times New Roman) will be allowed for headers and footers.

Each page shall be numbered and each volume shall be tabbed to correspond to the table of contents. The Offeror may include foldouts up to 11 x 17 inches, only to display graphics, flow charts, organizational charts, or drawings, which will not be counted towards the page limit for the technical of business volume.

The clarity, relevance, and conciseness of the proposal is important, not the length.

Proposal data submitted by offeror that offeror does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall be marked in accordance with FAR 52.215-1(e).

This RFP does not commit the Government to pay any costs or preparing and submitting a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

A statement indicating whether or not any exceptions are taken to the terms and conditions of the request for proposal (RFP) shall be a separate file. Any exceptions taken shall include identification of the specific paragraphs and rationale for each exception. Exceptions shall also be noted in the specific Volume of the proposal, at the location of the exception. Offeror is cautioned that a proposal that fails to comply with the material terms of the solicitation will be considered unacceptable and may not form the basis of award.

Proposals shall be submitted in the following volumes:

Volume	Title
I	Technical Proposal
II	Business Proposal

The Offeror's proposal shall stipulate that it is predicated upon all terms and conditions of this RFP. In addition, proposal shall contain a statement to the effect that it is firm for a period of 180 days from the date of receipt by the Government.

Offeror shall submit proposal and data comprehensive enough to provide the basis for a sound evaluation. Proposals that do not include details sufficient to permit a meaningful evaluation may be unacceptable and ineligible for award.

Proposals shall be signed by an official authorized to bind your organization. Proposals shall be submitted in PDF and Excel compatible format via email to Russell Grabill at rgrabill@hrsa.gov no later than 2:00 PM Eastern Time (ET) on Friday, April 2, 2021. Offeror is encouraged to request a delivery receipt to serve as evidence of receipt of its proposal by the Government.

L.2 Inquiries

Questions or issues for which you require clarification or correction by the Government shall be submitted via email to Russell Grabill at rgrabill@hrsa.gov. In order to allow a reply to be provided in a timely manner before submission of proposal, your questions shall be received no later than 2:00 PM Eastern Time (ET) on Thursday, March 25, 2021. Questions received after the due date and time for questions will not be considered. No exceptions.

Any resulting addition, deletion, or change to the RFP document will be made by issuing a formal amendment to the solicitation. Offeror is instructed specifically to contact only the issuing contract office in connection with any aspect of this requirement prior to contract award.

L.3 Alternate Technical Proposals

You may, at your discretion, submit alternate proposals, or proposals that deviate from the requirements, as stated in the statement of work; provided, that you also submit a proposal for performance of the work as specified in the performance work statement. Alternate proposals may be considered if overall performance would be improved and not compromised, and if they are in the best interests of the Government.

Alternate proposals shall be separate, distinct, stand-alone proposals that can be evaluated based on the technical evaluation criteria specified in Section M. Supplemental proposals that are submitted as alternate technical proposals, but shall be evaluated in conjunction with your original technical proposal, are not considered stand-alone proposals and will not be considered for award purposes. All alternate technical proposals that deviate from the requirements shall be clearly identified.

L.4 Technical Proposal Instructions – Volume I

The technical proposal shall be submitted indicating how each aspect of the performance work statement is to be accomplished. The technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal shall also include a proposed Quality Assurance Surveillance Plan (QASP).

The technical proposal shall focus on the following five major topics:

1. Speed – How quickly can the work be performed?
2. Simplicity – Is the solution easily understood, can it be quickly communicated?
3. Leverages Existing Capabilities – How can the offeror minimize new build up and use current technology as well to allow additional capacity?
4. Minimizes Program Risks – Solutions to implementation risk, payment fraud, addresses benefits adjudication and what risk reviews are in place to avoid insurance fraud?
5. Adaptable - If covered benefit is expanded to include ongoing treatment, is the proposed solution able to grow with other required services?

Additionally, the technical proposal shall include information on how the project is to be organized, staffed, and managed. Information should also be provided which demonstrates your understanding and management of important events or tasks. Offeror shall also explain how the management and coordination of staff and subcontractor efforts will be accomplished.

The technical proposal shall not exceed 90 single spaced pages, excluding resumes other required appendices. Offeror shall observe limitations on the length and format specified since review of the proposal will be limited to 90 pages. Pages exceeding 90 pages will not be read or evaluated.

L.5 Business Proposal Instructions – Volume II

The business proposal shall consist of cost and pricing data, subcontracting plan and certifications.

Cost and Pricing Data:

The Offeror shall submit a cost proposal fully supported by cost and pricing data in sufficient detail to allow a complete analysis to establish that the proposed costs are fair and reasonable. Cost and pricing data shall be prepared with supporting attachments which satisfy the instructions and appropriate format prescribed in Table 15-2 of FAR Part 15 and the following specific requirements:

Each labor category shall contain a breakdown of the estimated unburdened wage rate, fringe, overhead rates, general and administration (G&A) rate, profit and/or any other costs applicable under the accounting system utilized.

Offeror shall submit supporting information for any proposed rates, including a description of cost allocation methodology used and justification with supporting documentation.

The business proposal shall also include a complete Subcontracting Plan, Representations, Certifications and Other Statements of Offeror.

Subcontracting Plan

If the proposal is over \$750,000 and subcontracting opportunities exist, then a completed subcontracting plan must be submitted along with your proposal. Please complete the HHS Small Business Subcontracting Plan and submit it as part of your business proposal.

All subcontracting plans shall project percentages of total work to be performed by each subcontractor under the total task orders awarded during the life of the contract. Your subcontracting plan must meet or exceed the FY 2021 subcontracting goals for HHS shown below. These subcontracting goals are based on the total subcontracting dollars of the contract.

Small Business (SB) – 33%

Small Disadvantaged Business (SDB) (including 8a) – 5%

Woman-Owned Small Business (WOSB) – 5%

HUBZone – 3%

Service-Disabled Veteran-Owned Small Business (SDVOSB) – 3%

Veteran Owned Small Business (VOSB) – 3%

The subcontracting plan should express definitive commitments to subcontract with SB, SDB, WOSB, HubZone, SDVOSB, and VOSB small business concerns on future task order awards and describe the potential services to be provided by each subcontractor. Subcontractor names and letters of commitment should be provided for those organizations which may potentially provide services under future task order awards. The Offeror shall describe its plan for achieving the stipulated subcontracting goals and its procedures for reviewing, approving and monitoring its subcontractors' compliance with the subcontracting plan.

The subcontracting plan will be a prospective forecast of the types and amount of subcontracting the Offeror anticipates conducting under future task awards.

The Subcontracting Plan must be approved by the Contracting Officer prior to implementation.

HHS Subcontracting Plan template is located at Section J (Attachment E).

L.6 Award Without Discussions

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.7 Protest

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Office of Acquisitions Management and Policy, 5600 Fisher Lane, Parklawn Building, Room 13A-43, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.8 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data OCT 2010) Alternate IV (OCT 2010)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.9 Type of Contract

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price Commercial Contract resulting from this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 General

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with the instructions given in this RFP. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for an award.

M.2 Negotiations

Offerors are advised that the Government may elect to evaluate proposals and award a contract without discussions with the Offeror(s). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to conduct discussions if the Contracting Officer determines them to be in the best interest of the Government.

M.3 Selection of Offerors

The acceptability or unacceptability of the technical portion of each contract proposal will be based upon an evaluation by a technical evaluation panel (TEP). The TEP will evaluate each proposal in strict conformity to the evaluation criteria of the RFP (see Section L and M).

The Government reserves the right to make no award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

As the Government may award without discussions, the Government is requesting preferred cost reductions to Offeror's lowest Government contract or other preferred rates. Proposals shall include Offeror's best pricing, inclusive of all discounts.

M.4 Award Criteria

Best value will be determined in that Technical is more important than Cost/Price.

The following evaluation factors will be used to determine best value.

Award Criteria

The Government reserves the right to make no award as a result of this solicitation. Additionally, the Government reserves the right to make award without discussions.

Proposal evaluation will be based on technical and cost/price. Award will be based on the proposal meeting or exceeding the acceptability technical standards and a fair and reasonable cost/price.

The quote will be evaluated using the following criteria as they relate to the content of the corresponding volumes.

Factor 1 – Technical
Factor 2 – Cost/Price.

Technical:

The Government will evaluate the technical proposal to ensure that the proposed approach indicates successful execution of the performance work statement. The Government will focus on the following five major areas:

1. Speed – Work can be quickly performed.
2. Simplicity – Solution is easily understood and can be quickly communicated.
3. Leverages Existing Capabilities – Offeror minimized new build up, need for new technology and has additional capacity.
4. Minimizes Program Risks – Solutions minimizes implementation risk, payment fraud, and addresses benefits adjudication and risk reviews to avoid insurance fraud.
5. Adaptable – Covered benefit is expanded to include ongoing treatment, and proposed solution is able to grow with other required services.

Additionally, the Government will evaluation how efficiently the project is organized, staffed, and managed as well as the offeror's understanding and management of important events or tasks. The Government will also evaluate the proposed QASP.

Cost/Price:

Cost/Price will be evaluated on the total price, base and all options, being determined to be fair and reasonable. Additionally, the subcontracting plan and certifications will be evaluated acceptability.

The Government evaluators will not assume that the offeror possesses any capability or knowledge unless it is specified in the proposal.

The Government reserves the right to make a single award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

M.5 Evaluation of Options

52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total cost for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 Evaluation of Extension of Services

The Government will evaluate offers by establishing a Total Evaluated Price which will consist of the total price proposed for all base contract, option periods of the contract, and the amount associated with FAR 52.217-8. The amount evaluated under FAR 52.217-8 will be calculated using the rates proposed for the last option period.



Federal Acquisition Institute

Certificate of Achievement

Federal Acquisition Certification in Contracting Officer's Representative (FAC-COR), Level III

Dina Passman

In recognition of the attainment of the continuous learning requirements prescribed by the Office of Management and Budget, the Office of Federal Procurement Policy, and the Federal Acquisition Institute

For the period of October 29, 2017 - October 28, 2019

Awardee has until October 28, 2021 to complete continuous learning for the next two-year period.

Jeffrey B. Birch
Director
Federal Acquisition Institute

Certification valid through: October 28, 2021

From: [HRSA OIT JIRA](#)
To: [Passman, Dina \(HRSA\)](#)
Subject: HRSA (ITC-2414) IT Compliance Review
Date: Tuesday, March 9, 2021 8:56:05 AM
Attachments: [ATT00002.png](#)
[ATT00003.png](#)



Sothoron, Julia (HRSA) updated ITC-2414

Appropriate language in SOW for IT Compliance. Section 508 for IT Deliverables, Records Management and RM training for contractors.

Please tell your Contracting Specialist that "HHSAR Clause 352.239-73 and 352.239-74 are applicable to this solicitation". (*This clause states that the vendor **MUST submit a Voluntary Product Accessibility Template (VPAT)** as part of their solicitation response*) As a COR - you should also receive a copy of this VPAT with your award.

IT Clearance / ITC-2414

IT Compliance Review

Change By: [Sothoron, Julia \(HRSA\)](#)

Resolution: **Completed**

Resolution Date: **9/Mar/21**

Status: **In Progress** **Done**

[Add Comment](#)

This message was sent by Atlassian Jira
(v8.11.0#811001-sha1:80088f0)



From: [HRSA OC Contract Clearance](#)
To: [Passman, Dina \(HRSA\)](#)
Cc: [Jones, Carla \(HRSA\)](#); [Grabill, Russell \(HRSA\)](#); [Choi, Christy \(HRSA\)](#); [HRSA OC Contract Clearance](#)
Subject: Status of OC review of the OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
Date: Monday, March 8, 2021 5:11:47 PM
Attachments: [image001.png](#)
[IGCEClaimsCONVID19Uninsured Treatment FY21.xlsx](#)
[ACTION REQUESTED Request OC's Deputy Director review the OPS PWS for COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing Treatment and Vaccine Administration for the Uninsured.msg](#)
[RE ACTION REQUESTED Request OPS respond to commentsquestions from Christy OPS PWS for COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing Treatment and Vaccine Administration for the Uninsured.msg](#)
Importance: High

See the email below from Christy Choi, OC's Deputy Director. Christy's email indicates OC clearance.

Please also note the "Guidance for clearance of individual items" at the bottom of the email below, dated March 2, 2021; and copied here for your convenience:

Guidelines for clearance of individual items:

Please note: Clearance for the PWS is not clearance for the individual items that will be produced under the PWS.

The White House Report: Consult with HRSA's Exec regarding formatting and any clearance

- Contact HRSA's Exec Sec for guidance regarding any product for distribution to the White House.
- Do NOT submit this through the SCP Platform.

Submit to OC for clearance via the SCP Platform:

- Reports (if they will be posted on the website)
- Meeting Materials (if the meetings will be public)
- Education Materials
- Toolkits
- Fact Sheets
- Videos
- Any other products that will be posted on the Web that are not considered technical assistance

For presentations delivered, or products distributed, solely by the Contractor

- If the products will be posted on the HRSA website later, use the HRSA logo and do NOT use the contractor logo. --- These products need OC clearance.
- If the products will not be posted on the HRSA website, Federal logos are NOT authorized on these products. --- These products do not need OC clearance.

From: Choi, Christy (HRSA) <Cchoi@hrsa.gov>
Sent: Monday, March 8, 2021 4:30 PM
To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: FW: UPDATED: ACTION REQUESTED: Request Follow-up review from OC's Deputy Director: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
Importance: High

Thanks, Beverly. No other issues or concerns.

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Monday, March 8, 2021 12:20 PM

To: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: UPDATED: ACTION REQUESTED: Request Follow-up review from OC's Deputy Director: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Christy,

This morning, the COR also submitted a revised version of the PWS for your review. She indicated that she made edits based on your questions/comments.

It is the last attachment to this email.

Thanks,

Beverly

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Friday, March 5, 2021 8:13 PM

To: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Request Follow-up review from OC's Deputy Director: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Christy,

Please indicate if you approve of the OPS PWS for:

**COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
(Dated: February 16, 2021)**

You had some questions/comments. In the email below, the COR, Dina Passman provided responses.

Thanks,

Beverly Boyce

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Friday, March 5, 2021 5:24 PM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Cc: Jones, Carla (HRSA) <CJones1@hrsa.gov>; Grabill, Russell (HRSA) <RGrabill@hrsa.gov>

Subject: RE: ACTION REQUESTED: Request OPS respond to comments/questions from Christy: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Good afternoon,

Thanks for your review and comments. My responses are below in red.

- On Page 15, "Contractor will take measures to ensure HRSA and HHS logos are prominent and replace contractor's branding with the HRSA/HHS logos when possible. – materials developed under the contract should not display contractor logo – Will edit to reflect this comment.
- Pages 15 & 16 – it is unclear whether contractor is tasked to build a new website or provide content to webpages or

microsite under hrsa.gov – UHG will not build a HRSA.gov website. Will clarify language.

- Pages 15 & 16 – does OPS intend for contractor to develop social media materials as outlined in 4.4, but not for consumers in Task 4.3? Will check with program and edit as needed.
- Page 28 – suggest changing EST to ET given a one year period would cover both EST & EDT. Will edit to reflect this comment.
- Page 28 – what is the expected call volume “adequately support call volume” – Contractor is paid by the call. We’ve funded to cover 50k calls. See IGCE.

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Friday, March 5, 2021 10:37 AM

To: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Cc: Jones, Carla (HRSA) <CJones1@hrsa.gov>; Grabill, Russell (HRSA) <RGrabill@hrsa.gov>; HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Request OPS respond to comments/questions from Christy: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Dina,

Please see the comments/questions in the email below from Christy Choi, OC’s Deputy Director.

Please provide a response.

Thanks,
Beverly

Beverly Boyce
Office of Communications

From: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Sent: Thursday, March 4, 2021 10:55 PM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: RE: ACTION REQUESTED: Request OC’s Deputy Director review the OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Here are some comments/questions:

- On Page 15, “Contractor will take measures to ensure HRSA and HHS logos are prominent and replace contractor’s branding with the HRSA/HHS logos when possible. – materials developed under the contract should not display contractor logo
- Pages 15 & 16 – it is unclear whether contractor is tasked to build a new website or provide content to webpages or microsite under hrsa.gov
- Pages 15 & 16 – does OPS intend for contractor to develop social media materials as outlined in 4.4, but not for consumers in Task 4.3?
- Page 28 – suggest changing EST to ET given a one year period would cover both EST & EDT.
- Page 28 – what is the expected call volume “adequately support call volume”

Thanks,

Christy

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Tuesday, March 2, 2021 6:22 PM

To: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Request OC’s Deputy Director review the OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Christy,

Please indicate if you approve of the attached PWS or if you have any questions or concerns.

Thanks,

Beverly

Project Title:

COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
(Dated: February 16, 2021)

Office of Provider Support Clearance: Clearance is in the attached email from Carla Jones

Purpose:

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).

Communication Products and Services:

- Task 3.5.1 Monthly Status Reports
- Task 3.5.2 Weekly Reports, including:
 - Public File Report-Cumulative Report showing all data for Billing Provider at Treatment and Testing Total.
 - White House Report-Cumulative Provider, Member, Treatment, Testing, Vaccine Administration and claim roll-up
- Task 3.5.4 Ad hoc Reports
- Task 3.5.5 Final Reports at each period of performance
- Task 4.1 Provider Outreach and Education: website materials including videos
- Task 4.2 Website content: Develop content as needed to support a provider educational website
- Task 4.3 Consumer Education Materials via web page
- Task 4.4 Stakeholder communications including: targeted email messages, promotional toolkits, fact sheets, and videos/graphics

Period of Performance (from PWS):

The period of performance is a base period of 12 months from the effective date of the contract.

Dates and Dollar Amounts (from OC Request Form):

Estimated POP:
Base year: 04/16/2020-04/15/2021 (\$46,900,000)
OY1: 04/16/2021-04/15/2022 (\$20,000,000)
OY2: 04/16/2022-04/15/2023 (\$15,000,000)
OY3: 04/16/2023-04/15/2024 (\$15,000,000)
OY4: 04/16/2024-04/15/2025 (\$15,000,000)

COR CDR Dina Passman dpassman@hrsa.gov

Contract specialist Russell Grabill

Comments from OC:

Suggested edits for the PWS:

Suggest you perform a Spell Check since it will alert you to spacing issues as well as any spelling errors.

Section IV. Tasks:

Task 3.5.2 Weekly White House Report

- Please consult with HRSA’s Exec Sec regarding the format for any report that will be sent to the White House, and ask about any clearance from Exec Sec so that you can provide the necessary guidance in the language for this PWS with respect to the White House Report.

Task 3.5.2 Weekly Public File Report

- If the weekly Public File Report will be available to the public on a website: suggest that you indicate in the PWS which website it will be posted on, and that the contractor will submit these to the COR and the COR will submit the first of the series for OC and ASPA clearance.
- If the weekly Public File Report will not be available to the public: suggest that you indicate in the PWS who will be the audience for this report and how it will be distributed.

Schedule of Deliverables:

- No Task numbers are listed in the Schedule of Deliverables.
- It is difficult to follow the schedule for each of the deliverables when no Task numbers are listed.
- Suggest you include Task numbers in addition to, or instead of, Item numbers.

Guidelines for clearance of individual items:

Please note: Clearance for the PWS is not clearance for the individual items that will be produced under the PWS.

The White House Report: Consult with HRSA’s Exec regarding formatting and any clearance

- Contact HRSA’s Exec Sec for guidance regarding any product for distribution to the White House.
- Do NOT submit this through the SCP Platform.

Submit to OC for clearance via the SCP Platform:

- Reports (if they will be posted on the website)
- Meeting Materials (if the meetings will be public)
- Education Materials
- Toolkits
- Fact Sheets
- Videos

- Any other products that will be posted on the Web that are not considered technical assistance

For presentations delivered, or products distributed, solely by the Contractor

- If the products will be posted on the HRSA website later, use the HRSA logo and do NOT use the contractor logo. --- These products need OC clearance.
- If the products will not be posted on the HRSA website, Federal logos are NOT authorized on these products. --- These products do not need OC clearance.

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Friday, February 26, 2021 10:21 AM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: RE: ACTION REQUESTED: Please provide additional information: Review Request - COVID-19 Claims Reimbursement for the Uninsured (PTS-1605)

Hello,

The contract is for the processing of claims reimbursements for the uninsured, as stated in the clearance form.

Thanks,

Dina

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Friday, February 26, 2021 10:13 AM

To: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Please provide additional information: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Importance: High

Dina,

In your original email, you wrote that you have a "task order for OC review."

What is it a task order for? Please advise.

NOTE: Can you please resubmit **all documents in one single email:**

- OC Request Form
- SOW
- IGCE
- Any other document that you think is relevant to this clearance request.

Thanks,

Beverly

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Friday, February 26, 2021 10:04 AM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: RE: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts:

Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Hi Beverly,

See attached. Also, this is not a Task Order for an IDIQ.

Thanks,
Dina

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Sent: Thursday, February 25, 2021 5:49 PM
To: Passman, Dina (HRSA) <DPassman@hrsa.gov>
Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: RE: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Dina,

You can download the Information Sheet and the Request Form from on OC's page on SharePoint at <https://sharepoint.hrsa.gov/oa/oc/SitePages/clearances-contracts.aspx>

Please review the Information Sheet before completing the Request Form.

Thanks,
Beverly

Beverly Boyce
Office of Communications

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>
Sent: Thursday, February 25, 2021 5:36 PM
To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: RE: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Good evening,

Can you please provide the OC Public Affairs Clearance of Contracts - Request Form?

Thanks,
Dina

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Sent: Thursday, February 25, 2021 4:53 PM
To: Passman, Dina (HRSA) <DPassman@hrsa.gov>
Cc: Grabill, Russell (HRSA) <RGrabill@hrsa.gov>; Karver, Shirley (HRSA) <SKarver@hrsa.gov>; Jones, Carla (HRSA) <CJones1@hrsa.gov>; HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)
Importance: High

Dina,

In your email below, you indicated that you have a "task order for OC review."

Question Is this a Task Order for an IDIQ?

Please review the revised procedure for OC Public Affairs Clearance of contracts on OC's page on SharePoint at <https://sharepoint.hrsa.gov/oa/oc/SitePages/clearances-contracts.aspx> -- you can view and download the following:

Revised Information Sheet: "OC Public Affairs Clearance of Contracts – Information Sheet" (Last updated 12-20-2020)

New Request Form: "OC Public Affairs Clearance of Contracts - Request Form" (Form created 12/30/2020)

Please also note on the bottom of Page 2 of the information sheet, it provides the following information that refers to BPA call orders and IDIQ task orders

Does OC need to clear BPA call orders or IDIQ task orders?

For BPA call orders: OC clearance is not required, but we strongly recommend sending an email to OC for awareness.

For IDIQ task orders: Yes, submit the IDIQ task order to OC for clearance.

If you are planning to request OC clearance or OC review, please resubmit the clearance request to the OC Contract Clearance mailbox with the following items::

- A completed "OC Public Affairs Clearance of Contracts - Request Form"
- SOW,
- IGCE, and
- include any other pertinent information in your email.

Thanks,
Beverly

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Thursday, February 25, 2021 1:52 PM

To: HRSA Section 508 <Section508@hrsa.gov>; Boyce, Beverly (HRSA) <BBoyce@hrsa.gov>

Cc: Grabill, Russell (HRSA) <RGrabill@hrsa.gov>; Karver, Shirley (HRSA) <SKarver@hrsa.gov>; Jones, Carla (HRSA) <CJones1@hrsa.gov>

Subject: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Good afternoon,

I am providing the SOW, IGCE, and AP for the pending Program Integrity Strategic Management Support task order for OC review.

I look forward to your comments and questions.

Thanks,
Dina

HRSA

Health Resources & Services Administration





Federal Acquisition Institute

Certificate of Achievement

Federal Acquisition Certification in Contracting Officer's Representative (FAC-COR), Level III

Dina Passman

In recognition of the attainment of the continuous learning requirements prescribed by the Office of Management and Budget, the Office of Federal Procurement Policy, and the Federal Acquisition Institute

For the period of October 29, 2017 - October 28, 2019

Awardee has until October 28, 2021 to complete continuous learning for the next two-year period.

Jeffrey B. Birch
Director
Federal Acquisition Institute

Certification valid through: October 28, 2021

Uninsured Claims Program IGCE

Assumptions	(b) (3) (A), (b) (5)	Estimated Number of uninsured	(b) (3) (A), (b) (5)	Estimated Number of uninsured	(b) (3) (A), (b) (5)
Estimated Number of uninsured		Estimated Number of uninsured		Estimated Number of uninsured	
Projected # of Testing Claims		Project # of Treatment Claims		Project # of Vaccine Admin Claims (2/pp)	
Claims Program Budget		Claims Program Budget		Claims Program Budget	
Projected Uninsured Reimbursement Costs		Projected Uninsured Reimbursement Costs		Projected Uninsured Reimbursement Costs	
Cost of diagnostic test*		Treatment ****		Vaccine administration (2 doses)	\$
Cost of office visit**					
Total Estimated Reimbursement Amounts		Total Estimated Reimbursement Amounts		Total Estimated Reimbursement Amounts	
Contractor Claim Processing Fee***		Contractor Claim Processing Fee***		Contractor Claim Processing Fee***	
Program Management One Time		Program Management One Time Implementation		Program Management One Time	
Telephone Calls Answered		Telephone Calls Answered		Telephone Calls Answered	
Total Estimated Testing Contract Amount		Total Estimated Treatment Contract Amount		Total Estimated Vax Admin Contract Amount	
TOTAL ESTIMATED CONTRACT AMOUNT					

*<https://www.cms.gov/files/document/mac-covid-19-test-pricing.pdf>
 **HCPCS 99214
<https://www.cms.gov/apps/physician-fee-schedule/search/search-results.aspx?Y=0&T=4&HT=0&CT=0&H1=99214&M=1>
 ***Based on Private Sector best in class benchmark from CMS
 ****Based on projected amount from OPAE for expenditure of available fund

SECTION L- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 General Instructions

Proposals shall be complete at the time of proposal submission. Failure to submit a complete proposal at the time proposals are due may result in the exclusion of your proposal from further consideration by the Government for award of a contract.

Proposals shall be submitted single spaced, printable on 8.5 x 11-inch paper, paginated front to back, 12 point font (Times New Roman), 1-inch margins, with searchable features in the technical proposal and business proposal. 12 point font (Times New Roman) will be allowed for tables and graphics 10 point font (Times New Roman) will be allowed for headers and footers.

Each page shall be numbered and each volume shall be tabbed to correspond to the table of contents. The Offeror may include foldouts up to 11 x 17 inches, only to display graphics, flow charts, organizational charts, or drawings, which will not be counted towards the page limit for the technical of business volume.

The clarity, relevance, and conciseness of the proposal is important, not the length.

Proposal data submitted by offeror that offeror does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall be marked in accordance with FAR 52.215-1(e).

This RFP does not commit the Government to pay any costs or preparing and submitting a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

A statement indicating whether or not any exceptions are taken to the terms and conditions of the request for proposal (RFP) shall be a separate file. Any exceptions taken shall include identification of the specific paragraphs and rationale for each exception. Exceptions shall also be noted in the specific Volume of the proposal, at the location of the exception. Offeror is cautioned that a proposal that fails to comply with the material terms of the solicitation will be considered unacceptable and may not form the basis of award.

Proposals shall be submitted in the following volumes:

Volume	Title
I	Technical Proposal
II	Business Proposal

The Offeror's proposal shall stipulate that it is predicated upon all terms and conditions of this RFP. In addition, proposal shall contain a statement to the effect that it is firm for a period of 180 days from the date of receipt by the Government.

Offeror shall submit proposal and data comprehensive enough to provide the basis for a sound evaluation. Proposals that do not include details sufficient to permit a meaningful evaluation may be unacceptable and ineligible for award.

Proposals shall be signed by an official authorized to bind your organization. Proposals shall be submitted in PDF and Excel compatible format via email to Russell Grabill at rgrabill@hrsa.gov no later than 2:00 PM Eastern Time (ET) on Friday, April 2, 2021. Offeror is encouraged to request a delivery receipt to serve as evidence of receipt of its proposal by the Government.

L.2 Inquiries

Questions or issues for which you require clarification or correction by the Government shall be submitted via email to Russell Grabill at rgrabill@hrsa.gov. In order to allow a reply to be provided in a timely manner before submission of proposal, your questions shall be received no later than 2:00 PM Eastern Time (ET) on Thursday, March 25, 2021. Questions received after the due date and time for questions will not be considered. No exceptions.

Any resulting addition, deletion, or change to the RFP document will be made by issuing a formal amendment to the solicitation. Offeror is instructed specifically to contact only the issuing contract office in connection with any aspect of this requirement prior to contract award.

L.3 Alternate Technical Proposals

You may, at your discretion, submit alternate proposals, or proposals that deviate from the requirements, as stated in the statement of work; provided, that you also submit a proposal for performance of the work as specified in the performance work statement. Alternate proposals may be considered if overall performance would be improved and not compromised, and if they are in the best interests of the Government.

Alternate proposals shall be separate, distinct, stand-alone proposals that can be evaluated based on the technical evaluation criteria specified in Section M. Supplemental proposals that are submitted as alternate technical proposals, but shall be evaluated in conjunction with your original technical proposal, are not considered stand-alone proposals and will not be considered for award purposes. All alternate technical proposals that deviate from the requirements shall be clearly identified.

L.4 Technical Proposal Instructions – Volume I

The technical proposal shall be submitted indicating how each aspect of the performance work statement is to be accomplished. The technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal shall also include a proposed Quality Assurance Surveillance Plan (QASP).

The technical proposal shall focus on the following five major topics:

1. Speed – How quickly can the work be performed?
2. Simplicity – Is the solution easily understood, can it be quickly communicated?
3. Leverages Existing Capabilities – How can the offeror minimize new build up and use current technology as well to allow additional capacity?
4. Minimizes Program Risks – Solutions to implementation risk, payment fraud, addresses benefits adjudication and what risk reviews are in place to avoid insurance fraud?
5. Adaptable - If covered benefit is expanded to include ongoing treatment, is the proposed solution able to grow with other required services?

Additionally, the technical proposal shall include information on how the project is to be organized, staffed, and managed. Information should also be provided which demonstrates your understanding and management of important events or tasks. Offeror shall also explain how the management and coordination of staff and subcontractor efforts will be accomplished.

The technical proposal shall not exceed 90 single spaced pages, excluding resumes other required appendices. Offeror shall observe limitations on the length and format specified since review of the proposal will be limited to 90 pages. Pages exceeding 90 pages will not be read or evaluated.

L.5 Business Proposal Instructions – Volume II

The business proposal shall consist of cost and pricing data, subcontracting plan and certifications.

Cost and Pricing Data:

The Offeror shall submit a cost proposal fully supported by cost and pricing data in sufficient detail to allow a complete analysis to establish that the proposed costs are fair and reasonable. Cost and pricing data shall be prepared with supporting attachments which satisfy the instructions and appropriate format prescribed in Table 15-2 of FAR Part 15 and the following specific requirements:

Each labor category shall contain a breakdown of the estimated unburdened wage rate, fringe, overhead rates, general and administration (G&A) rate, profit and/or any other costs applicable under the accounting system utilized.

Offeror shall submit supporting information for any proposed rates, including a description of cost allocation methodology used and justification with supporting documentation.

The business proposal shall also include a complete Subcontracting Plan, Representations, Certifications and Other Statements of Offeror.

Subcontracting Plan

If the proposal is over \$750,000 and subcontracting opportunities exist, then a completed subcontracting plan must be submitted along with your proposal. Please complete the HHS Small Business Subcontracting Plan and submit it as part of your business proposal.

All subcontracting plans shall project percentages of total work to be performed by each subcontractor under the total task orders awarded during the life of the contract. Your subcontracting plan must meet or exceed the FY 2021 subcontracting goals for HHS shown below. These subcontracting goals are based on the total subcontracting dollars of the contract.

Small Business (SB) – 33%

Small Disadvantaged Business (SDB) (including 8a) – 5%

Woman-Owned Small Business (WOSB) – 5%

HUBZone – 3%

Service-Disabled Veteran-Owned Small Business (SDVOSB) – 3%

Veteran Owned Small Business (VOSB) – 3%

The subcontracting plan should express definitive commitments to subcontract with SB, SDB, WOSB, HubZone, SDVOSB, and VOSB small business concerns on future task order awards and describe the potential services to be provided by each subcontractor. Subcontractor names and letters of commitment should be provided for those organizations which may potentially provide services under future task order awards. The Offeror shall describe its plan for achieving the stipulated subcontracting goals and its procedures for reviewing, approving and monitoring its subcontractors' compliance with the subcontracting plan.

The subcontracting plan will be a prospective forecast of the types and amount of subcontracting the Offeror anticipates conducting under future task awards.

The Subcontracting Plan must be approved by the Contracting Officer prior to implementation.

HHS Subcontracting Plan template is located at Section J (Attachment E).

L.6 Award Without Discussions

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.7 Protest

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Office of Acquisitions Management and Policy, 5600 Fisher Lane, Parklawn Building, Room 13A-43, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.8 Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data OCT 2010) Alternate IV (OCT 2010)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.9 Type of Contract

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price Commercial Contract resulting from this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 General

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with the instructions given in this RFP. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for an award.

M.2 Negotiations

Offerors are advised that the Government may elect to evaluate proposals and award a contract without discussions with the Offeror(s). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government also reserves the right to conduct discussions if the Contracting Officer determines them to be in the best interest of the Government.

M.3 Selection of Offerors

The acceptability or unacceptability of the technical portion of each contract proposal will be based upon an evaluation by a technical evaluation panel (TEP). The TEP will evaluate each proposal in strict conformity to the evaluation criteria of the RFP (see Section L and M).

The Government reserves the right to make no award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

As the Government may award without discussions, the Government is requesting preferred cost reductions to Offeror's lowest Government contract or other preferred rates. Proposals shall include Offeror's best pricing, inclusive of all discounts.

M.4 Award Criteria

Best value will be determined in that Technical is more important than Cost/Price.

The following evaluation factors will be used to determine best value.

Award Criteria

The Government reserves the right to make no award as a result of this solicitation. Additionally, the Government reserves the right to make award without discussions.

Proposal evaluation will be based on technical and cost/price. Award will be based on the proposal meeting or exceeding the acceptability technical standards and a fair and reasonable cost/price.

The quote will be evaluated using the following criteria as they relate to the content of the corresponding volumes.

Factor 1 – Technical
Factor 2 – Cost/Price.

Technical:

The Government will evaluate the technical proposal to ensure that the proposed approach indicates successful execution of the performance work statement. The Government will focus on the following five major areas:

1. Speed – Work can be quickly performed.
2. Simplicity – Solution is easily understood and can be quickly communicated.
3. Leverages Existing Capabilities – Offeror minimized new build up, need for new technology and has additional capacity.
4. Minimizes Program Risks – Solutions minimizes implementation risk, payment fraud, and addresses benefits adjudication and risk reviews to avoid insurance fraud.
5. Adaptable – Covered benefit is expanded to include ongoing treatment, and proposed solution is able to grow with other required services.

Additionally, the Government will evaluation how efficiently the project is organized, staffed, and managed as well as the offeror's understanding and management of important events or tasks. The Government will also evaluate the proposed QASP.

Cost/Price:

Cost/Price will be evaluated on the total price, base and all options, being determined to be fair and reasonable. Additionally, the subcontracting plan and certifications will be evaluated acceptability.

The Government evaluators will not assume that the offeror possesses any capability or knowledge unless it is specified in the proposal.

The Government reserves the right to make a single award as a result of this RFP. In addition, the RFP may be amended if determined to be in the best interest of the Government.

M.5 Evaluation of Options

52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total cost for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.6 Evaluation of Extension of Services

The Government will evaluate offers by establishing a Total Evaluated Price which will consist of the total price proposed for all base contract, option periods of the contract, and the amount associated with FAR 52.217-8. The amount evaluated under FAR 52.217-8 will be calculated using the rates proposed for the last option period.

From: [HRSA OIT JIRA](#)
To: [Passman, Dina \(HRSA\)](#)
Subject: HRSA (ITC-2414) IT Compliance Review
Date: Tuesday, March 9, 2021 8:56:05 AM
Attachments: [ATT00002.png](#)
[ATT00003.png](#)



Sothoron, Julia (HRSA) updated ITC-2414

Appropriate language in SOW for IT Compliance. Section 508 for IT Deliverables, Records Management and RM training for contractors.

Please tell your Contracting Specialist that "HHSAR Clause 352.239-73 and 352.239-74 are applicable to this solicitation". (*This clause states that the vendor **MUST submit a Voluntary Product Accessibility Template (VPAT)** as part of their solicitation response*) As a COR - you should also receive a copy of this VPAT with your award.

IT Clearance / ITC-2414

IT Compliance Review

Change By: [Sothoron, Julia \(HRSA\)](#)

Resolution: **Completed**

Resolution Date: **9/Mar/21**

Status: **In Progress** **Done**

[Add Comment](#)

This message was sent by Atlassian Jira
(v8.11.0#811001-sha1:80088f0)



From: [HRSA OC Contract Clearance](#)
To: [Passman, Dina \(HRSA\)](#)
Cc: [Jones, Carla \(HRSA\)](#); [Grabill, Russell \(HRSA\)](#); [Choi, Christy \(HRSA\)](#); [HRSA OC Contract Clearance](#)
Subject: Status of OC review of the OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
Date: Monday, March 8, 2021 5:11:47 PM
Attachments: [image001.png](#)
[IGCEClaimsCONVID19Uninsured Treatment FY21.xlsx](#)
[ACTION REQUESTED Request OC's Deputy Director review the OPS PWS for COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing Treatment and Vaccine Administration for the Uninsured.msg](#)
[RE ACTION REQUESTED Request OPS respond to commentsquestions from Christy OPS PWS for COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing Treatment and Vaccine Administration for the Uninsured.msg](#)
Importance: High

See the email below from Christy Choi, OC's Deputy Director. Christy's email indicates OC clearance.

Please also note the "Guidance for clearance of individual items" at the bottom of the email below, dated March 2, 2021; and copied here for your convenience:

Guidelines for clearance of individual items:

Please note: Clearance for the PWS is not clearance for the individual items that will be produced under the PWS.

The White House Report: Consult with HRSA's Exec regarding formatting and any clearance

- Contact HRSA's Exec Sec for guidance regarding any product for distribution to the White House.
- Do NOT submit this through the SCP Platform.

Submit to OC for clearance via the SCP Platform:

- Reports (if they will be posted on the website)
- Meeting Materials (if the meetings will be public)
- Education Materials
- Toolkits
- Fact Sheets
- Videos
- Any other products that will be posted on the Web that are not considered technical assistance

For presentations delivered, or products distributed, solely by the Contractor

- If the products will be posted on the HRSA website later, use the HRSA logo and do NOT use the contractor logo. --- These products need OC clearance.
- If the products will not be posted on the HRSA website, Federal logos are NOT authorized on these products. --- These products do not need OC clearance.

From: Choi, Christy (HRSA) <Cchoi@hrsa.gov>
Sent: Monday, March 8, 2021 4:30 PM
To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: FW: UPDATED: ACTION REQUESTED: Request Follow-up review from OC's Deputy Director: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
Importance: High

Thanks, Beverly. No other issues or concerns.

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Monday, March 8, 2021 12:20 PM

To: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: UPDATED: ACTION REQUESTED: Request Follow-up review from OC's Deputy Director: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Christy,

This morning, the COR also submitted a revised version of the PWS for your review. She indicated that she made edits based on your questions/comments.

It is the last attachment to this email.

Thanks,

Beverly

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Friday, March 5, 2021 8:13 PM

To: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Request Follow-up review from OC's Deputy Director: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Christy,

Please indicate if you approve of the OPS PWS for:

**COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
(Dated: February 16, 2021)**

You had some questions/comments. In the email below, the COR, Dina Passman provided responses.

Thanks,

Beverly Boyce

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Friday, March 5, 2021 5:24 PM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Cc: Jones, Carla (HRSA) <CJones1@hrsa.gov>; Grabill, Russell (HRSA) <RGrabill@hrsa.gov>

Subject: RE: ACTION REQUESTED: Request OPS respond to comments/questions from Christy: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Good afternoon,

Thanks for your review and comments. My responses are below in red.

- On Page 15, "Contractor will take measures to ensure HRSA and HHS logos are prominent and replace contractor's branding with the HRSA/HHS logos when possible. – materials developed under the contract should not display contractor logo – Will edit to reflect this comment.
- Pages 15 & 16 – it is unclear whether contractor is tasked to build a new website or provide content to webpages or

microsite under hrsa.gov – UHG will not build a HRSA.gov website. Will clarify language.

- Pages 15 & 16 – does OPS intend for contractor to develop social media materials as outlined in 4.4, but not for consumers in Task 4.3? Will check with program and edit as needed.
- Page 28 – suggest changing EST to ET given a one year period would cover both EST & EDT. Will edit to reflect this comment.
- Page 28 – what is the expected call volume “adequately support call volume” – Contractor is paid by the call. We’ve funded to cover 50k calls. See IGCE.

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Friday, March 5, 2021 10:37 AM

To: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Cc: Jones, Carla (HRSA) <CJones1@hrsa.gov>; Grabill, Russell (HRSA) <RGrabill@hrsa.gov>; HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Request OPS respond to comments/questions from Christy: OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Dina,

Please see the comments/questions in the email below from Christy Choi, OC’s Deputy Director.

Please provide a response.

Thanks,
Beverly

Beverly Boyce
Office of Communications

From: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Sent: Thursday, March 4, 2021 10:55 PM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: RE: ACTION REQUESTED: Request OC’s Deputy Director review the OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Here are some comments/questions:

- On Page 15, “Contractor will take measures to ensure HRSA and HHS logos are prominent and replace contractor’s branding with the HRSA/HHS logos when possible. – materials developed under the contract should not display contractor logo
- Pages 15 & 16 – it is unclear whether contractor is tasked to build a new website or provide content to webpages or microsite under hrsa.gov
- Pages 15 & 16 – does OPS intend for contractor to develop social media materials as outlined in 4.4, but not for consumers in Task 4.3?
- Page 28 – suggest changing EST to ET given a one year period would cover both EST & EDT.
- Page 28 – what is the expected call volume “adequately support call volume”

Thanks,

Christy

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Tuesday, March 2, 2021 6:22 PM

To: Choi, Christy (HRSA) <CChoi@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Request OC’s Deputy Director review the OPS PWS for: COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured

Importance: High

Christy,

Please indicate if you approve of the attached PWS or if you have any questions or concerns.

Thanks,

Beverly

Project Title:

COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment and Vaccine Administration for the Uninsured
(Dated: February 16, 2021)

Office of Provider Support Clearance: Clearance is in the attached email from Carla Jones

Purpose:

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).

Communication Products and Services:

- Task 3.5.1 Monthly Status Reports
- Task 3.5.2 Weekly Reports, including:
 - Public File Report-Cumulative Report showing all data for Billing Provider at Treatment and Testing Total.
 - White House Report-Cumulative Provider, Member, Treatment, Testing, Vaccine Administration and claim roll-up
- Task 3.5.4 Ad hoc Reports
- Task 3.5.5 Final Reports at each period of performance
- Task 4.1 Provider Outreach and Education: website materials including videos
- Task 4.2 Website content: Develop content as needed to support a provider educational website
- Task 4.3 Consumer Education Materials via web page
- Task 4.4 Stakeholder communications including: targeted email messages, promotional toolkits, fact sheets, and videos/graphics

Period of Performance (from PWS):

The period of performance is a base period of 12 months from the effective date of the contract.

Dates and Dollar Amounts (from OC Request Form):

Estimated POP:
Base year: 04/16/2020-04/15/2021 (\$46,900,000)
OY1: 04/16/2021-04/15/2022 (\$20,000,000)
OY2: 04/16/2022-04/15/2023 (\$15,000,000)
OY3: 04/16/2023-04/15/2024 (\$15,000,000)
OY4: 04/16/2024-04/15/2025 (\$15,000,000)

COR CDR Dina Passman dpassman@hrsa.gov

Contract specialist Russell Grabill

Comments from OC:

Suggested edits for the PWS:

Suggest you perform a Spell Check since it will alert you to spacing issues as well as any spelling errors.

Section IV. Tasks:

Task 3.5.2 Weekly White House Report

- Please consult with HRSA’s Exec Sec regarding the format for any report that will be sent to the White House, and ask about any clearance from Exec Sec so that you can provide the necessary guidance in the language for this PWS with respect to the White House Report.

Task 3.5.2 Weekly Public File Report

- If the weekly Public File Report will be available to the public on a website: suggest that you indicate in the PWS which website it will be posted on, and that the contractor will submit these to the COR and the COR will submit the first of the series for OC and ASPA clearance.
- If the weekly Public File Report will not be available to the public: suggest that you indicate in the PWS who will be the audience for this report and how it will be distributed.

Schedule of Deliverables:

- No Task numbers are listed in the Schedule of Deliverables.
- It is difficult to follow the schedule for each of the deliverables when no Task numbers are listed.
- Suggest you include Task numbers in addition to, or instead of, Item numbers.

Guidelines for clearance of individual items:

Please note: Clearance for the PWS is not clearance for the individual items that will be produced under the PWS.

The White House Report: Consult with HRSA’s Exec regarding formatting and any clearance

- Contact HRSA’s Exec Sec for guidance regarding any product for distribution to the White House.
- Do NOT submit this through the SCP Platform.

Submit to OC for clearance via the SCP Platform:

- Reports (if they will be posted on the website)
- Meeting Materials (if the meetings will be public)
- Education Materials
- Toolkits
- Fact Sheets
- Videos

- Any other products that will be posted on the Web that are not considered technical assistance

For presentations delivered, or products distributed, solely by the Contractor

- If the products will be posted on the HRSA website later, use the HRSA logo and do NOT use the contractor logo. --- These products need OC clearance.
- If the products will not be posted on the HRSA website, Federal logos are NOT authorized on these products. --- These products do not need OC clearance.

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Friday, February 26, 2021 10:21 AM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: RE: ACTION REQUESTED: Please provide additional information: Review Request - COVID-19 Claims Reimbursement for the Uninsured (PTS-1605)

Hello,

The contract is for the processing of claims reimbursements for the uninsured, as stated in the clearance form.

Thanks,

Dina

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Sent: Friday, February 26, 2021 10:13 AM

To: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: ACTION REQUESTED: Please provide additional information: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Importance: High

Dina,

In your original email, you wrote that you have a "task order for OC review."

What is it a task order for? Please advise.

NOTE: Can you please resubmit **all documents in one single email:**

- OC Request Form
- SOW
- IGCE
- Any other document that you think is relevant to this clearance request.

Thanks,

Beverly

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Friday, February 26, 2021 10:04 AM

To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>

Subject: RE: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts:

Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Hi Beverly,

See attached. Also, this is not a Task Order for an IDIQ.

Thanks,
Dina

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Sent: Thursday, February 25, 2021 5:49 PM
To: Passman, Dina (HRSA) <DPassman@hrsa.gov>
Cc: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: RE: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Dina,

You can download the Information Sheet and the Request Form from on OC's page on SharePoint at <https://sharepoint.hrsa.gov/oa/oc/SitePages/clearances-contracts.aspx>

Please review the Information Sheet before completing the Request Form.

Thanks,
Beverly

Beverly Boyce
Office of Communications

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>
Sent: Thursday, February 25, 2021 5:36 PM
To: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: RE: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Good evening,

Can you please provide the OC Public Affairs Clearance of Contracts - Request Form?

Thanks,
Dina

From: HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Sent: Thursday, February 25, 2021 4:53 PM
To: Passman, Dina (HRSA) <DPassman@hrsa.gov>
Cc: Grabill, Russell (HRSA) <RGrabill@hrsa.gov>; Karver, Shirley (HRSA) <SKarver@hrsa.gov>; Jones, Carla (HRSA) <CJones1@hrsa.gov>; HRSA OC Contract Clearance <OCContractClearance@hrsa.gov>
Subject: ACTION REQUESTED: Please review the revised procedures to submit items for OC Public Affairs Clearance of Contracts: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)
Importance: High

Dina,

In your email below, you indicated that you have a "task order for OC review."

Question Is this a Task Order for an IDIQ?

Please review the revised procedure for OC Public Affairs Clearance of contracts on OC's page on SharePoint at <https://sharepoint.hrsa.gov/oa/oc/SitePages/clearances-contracts.aspx> -- you can view and download the following:

Revised Information Sheet: "OC Public Affairs Clearance of Contracts – Information Sheet" (Last updated 12-20-2020)

New Request Form: "OC Public Affairs Clearance of Contracts - Request Form" (Form created 12/30/2020)

Please also note on the bottom of Page 2 of the information sheet, it provides the following information that refers to BPA call orders and IDIQ task orders

Does OC need to clear BPA call orders or IDIQ task orders?

For BPA call orders: OC clearance is not required, but we strongly recommend sending an email to OC for awareness.

For IDIQ task orders: Yes, submit the IDIQ task order to OC for clearance.

If you are planning to request OC clearance or OC review, please resubmit the clearance request to the OC Contract Clearance mailbox with the following items::

- A completed "OC Public Affairs Clearance of Contracts - Request Form"
- SOW,
- IGCE, and
- include any other pertinent information in your email.

Thanks,
Beverly

From: Passman, Dina (HRSA) <DPassman@hrsa.gov>

Sent: Thursday, February 25, 2021 1:52 PM

To: HRSA Section 508 <Section508@hrsa.gov>; Boyce, Beverly (HRSA) <BBoyce@hrsa.gov>

Cc: Grabill, Russell (HRSA) <RGrabill@hrsa.gov>; Karver, Shirley (HRSA) <SKarver@hrsa.gov>; Jones, Carla (HRSA) <CJones1@hrsa.gov>

Subject: Review Request - COVID-19 Claims Reimbursement to Health Care Providers and Facilities (PTS-1605)

Good afternoon,

I am providing the SOW, IGCE, and AP for the pending Program Integrity Strategic Management Support task order for OC review.

I look forward to your comments and questions.

Thanks,
Dina

HRSA

Health Resources & Services Administration

