



To efficiently correspond with the HRSA FOIA Office during the COVID-19 public health emergency, we request that you communicate with us by email at FOIA@hrsa.gov or by telephone at (301) 443-2865.

If you do not have access to email or choose not to use it, you can continue to send correspondence to the FOIA Office mailing address provided in this letter. However, this correspondence may remain unopened until normal agency operations have resumed.

September 29, 2020

Sent via Email

Austin R. Evers
American Oversight
1030 15th Street, NW, Suite B255
Washington, DC 20005
foia@americanoversight.org

Re: Health Resources and Services Administration (HRSA) Freedom of Information Act (FOIA) Request Case Numbers 20F296 and 20F297

Dear Mr. Evers:

This is the final response to your FOIA requests dated July 24, 2020. In summary, you requested copies of two contracts, i.e., contract numbers 75R60220C00005 and 75R60220C00006, awarded to United HealthCare Services, Inc. You also requested the contract decision memos.

When requesting a contract, Executive Order (E.O.) 12600 requires federal agencies to notify submitters of confidential commercial information that there has been a FOIA request for their information. E.O. 12600 affords submitters a reasonable period of time to object to disclosure of any specified portion of the information and to state all grounds upon which they oppose disclosure.

Additionally, the U.S. Department of Health and Human Services (HHS) FOIA regulations at 45 C.F.R. § 5.42(a)(2) provide the awardee with 10 working-days from the date of the notice to review and return the records to this office. Once the submitter returns the records, this office reviews them. If HRSA decides to release the records over the objection of the submitter, 45 C.F.R. § 5.42(a)(3) and (4) states that HRSA will provide notice to the submitter that the records will be released in 5 working-days unless we are ordered by a U.S. District Court not to release them.

A records search was conducted in HRSA's Office of Acquisitions Management and Policy and 130 pages were located. Of those, 126 pages are being released in their entirety. I have determined to withhold portions of one page, and three pages in full under FOIA Exemptions 4 and 5, 5 U.S.C. § 552 (b)(4) and (b)(5).

Exemption 4 permits the withholding of commercial or financial information that was obtained from a person outside the government and that is privileged or confidential. The withholding of such information is permitted if disclosure is likely to cause substantial competitive harm to the person who submitted the information.

Exemption 5 protects privileged communications within or between agencies, including those protected by the following privileges: deliberative process privilege, which is to prevent injury to the quality of agency decisions; attorney-client privilege, which are confidential communications between an attorney and his/her client relating to a legal matter; and attorney work-product privilege, which protects documents and other memoranda prepared by an attorney in contemplation of litigation.

HHS policy calls for the fullest responsible disclosure consistent with the requirements of administrative necessity and confidentiality as recognized by the FOIA, 5 U.S.C. § 552 and HHS' FOIA regulations at 45 CFR Part 5.

If you believe that the information withheld should not be exempt from disclosure or that this response constitutes an adverse determination, you may appeal. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision.

Your appeal must be mailed within 90 days from the date of this letter to:

Mark Weber
Deputy Agency Chief FOIA Officer
U.S. Department of Health and Human Services
Office of the Assistant Secretary for Public Affairs
Room 729H
200 Independence Avenue, SW
Washington, DC 20201
Email: FOIARequest@hhs.gov

Please clearly mark both the envelope and your letter "HRSA Freedom of Information Act Appeal."

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you may contact HRSA's FOIA Public Liaison for assistance:

Denise F. Wallace
HRSA FOIA Public Liaison
U.S. Department of Health and Human Services
Health Resources and Services Administration
Freedom of Information Act Office
5600 Fishers Lane, 13N114
Rockville, MD 20857
Telephone: 301-443-2865
Email: foia@hrsa.gov

If you are unable to resolve your FOIA dispute through our FOIA Public Liaison, the Office of Government Information Services (OGIS), the federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and federal agencies. The contact information for OGIS is:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, MD 20740-6001
Telephone: 202-741-5770
Toll-Free: 1-877-684-6448
Fax: 202-741-5769
Email: ogis@nara.gov

If you have any questions, please do not hesitate to contact my office at 301-443-2865 or at FOIA@hrsa.gov.

Sincerely,



Carol Maloney
Freedom of Information Officer

Enclosure

Memo for the Record Letter Contract Process

Acquisition flexibilities associated with emergency contracting in response to the Public Health Emergency declaration made January 31, 2020, and the National Emergency declaration made March 13, 2020, in response to Coronavirus (COVID-19) are being used in our process to expedite the award of these contracts.

- The HRSA technical evaluation panel members (including HHS subject matter experts) hold calls/meetings with the offerors who expressed an interest in the requirement. During the call, the panel discusses the program needs.
- Using the flexibilities given to HRSA by the procurement regulations and the HHS Class Justification and Approval, no formal solicitation is issued. In order to maintain fair opportunity to the extent possible, the offerors submit a slide deck after the initial meeting described above. The slide deck is considered the offerors proposal. Following the submission, the offeror's are invited to a second meeting to present their slide decks. During the second meeting, the panel members are able to ask questions and so are the offeror's.
- At the end of all the meetings, the panel gets together to ensure there is a consensus of the majority. Generally, upon the panel recommendation, the contracts office moves forward to make the award.
- Before an award is made the contracts office reviews past performance, Duns and Bradstreet, debarment, exclusion, EEO compliance, and previous year's financial report from the offeror or any parent company. All this information is used to determine the offeror's responsibility and also for the Head of Contracting Activity to approve the issuance of the Letter Contract.
- The Streamlined Acquisition Plan (AP) is sent to ASFR to request action for review and approval by the HHS Senior Procurement Executive. The AP includes the following documents: Independent Government Cost Estimate (IGCE), Performance Work Statement (PWS), Market Research documents, Contractor Responsibility Determination, request for Approval for a Letter Contract, and the HHS COVID19 Class Justification and Approval (J&A).
- A draft Letter Contract and PWS are sent to the prospective contractor as the offer from the Government. If there is agreement, the contract is signed by the offeror and then signed by the Contracting Officer.
- If there is no agreement, discussions are held with the prospective contractor until agreement is reached.
- The Letter Contract includes a schedule that delineates when the contract will be definitized.

Memo for the Record for the Letter Contract Process for COVID-19 Claims Processing Services for Provider Relief and Protection Fund

- (b) (5)
- Using the flexibilities given to HRSA by the procurement regulations and the HHS Class Justification and Approval, no formal solicitation was issued. In order to maintain fair opportunity to the maximum extent possible, the offerors submitted a slide deck after the initial meeting described above. The slide deck was considered the offeror's proposal. Following the submissions, the offerors were invited to a second meeting to present the slide deck. During the second meeting, the panel members had the opportunity to ask questions and so did the offerors.
- (b) (5), (b) (4)
- (b) (5), (b) (4)
- (b) (5)
- Before the award was made the contracts office reviewed past performance, Duns and Bradstreet, debarment, exclusion, EEO compliance, and previous year's financial report from the offeror or any parent company. All this information was used to determine the offeror's responsibility and also for the Head of Contracting Activity to approve the issuance of the Letter Contract.
- The Streamlined Acquisition Plan (AP) was sent ASFR to request action for review and approval by the HHS Senior Procurement Executive. The AP included the following documents: Independent Government Cost Estimate (IGCE), Performance Work Statement (PWS), Market Research documents, Contractor Responsibility Determination, request for Approval for a Letter Contract, and the HHS COVID19 Class Justification and Approval (J&A).

Procurement Sensitive/ for internal use only

- The Letter Contract and PWS were submitted to UHC for review on April 6 and requested signature on April 7, 2020. The Letter Contract was signed by both parties on April 7, 2020.
- HRSA's contracts office next steps are to definitize the Letter Contract into a Firm Fixed Price contract in accordance to the following timeline following the Federal Acquisition Regulations (FAR):

Receipt of contractor's proposal	45 days after receipt of Letter Contract award	Tuesday, May 12, 2020
Negotiation start date	15 days after receipt of proposal	Wednesday, May 27, 2020
Definitization	within 90 days of Letter Contract award	Tuesday, July 7, 2020

(b) (5)

(b) (5)

(b) (5)



DEPARTMENT OF HEALTH AND HUMAN SERVICE
LETTER CONTRACT BETWEEN THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION

AND

UNITED HEALTHCARE SERVICES, INC.

DATE: April 6, 2020

ISSUED BY: Health Resources and Services Administration
Office of Acquisition Management and Policy
5600 Fishers Lane, 14W-26
Rockville, MD 20874

CONTRACTOR: United HealthCare Services, Inc.
9900 Bren Rd E
Minnetonka, MN 55343-9664

SUBJECT: Letter Contract for Claims Processing Claims Processing Services for Provider Relief and Protection Fund

CONTRACT NUMBER: 75R60220C00006

CONTRACT EFFECTIVE DATE: April 7, 2020

This Letter Contract forms a preliminary agreement between the Health Resources and Services Administration and United Healthcare Services, Inc. Issuance of this Letter Contract authorizes the Contractor to immediately begin the activities necessary to perform the requirements for this Letter Contract to process and pay claims from eligible health care providers for reimbursement of health care related expenses or lost revenues that are attributable to coronavirus. The statutory authority for this Performance Work Statement is found in the Coronavirus Aid, Relief and Economic Security (CARES) Act (P.L. 116 - 136). In furtherance of this effort, the parties will work in good faith to negotiate a Firm Fixed Price definitive contract in accordance with the Advanced Understandings set forth in Attachment 1.

ACCOUNTING AND APPROPRIATION DATA:

Requisition#	Appropriation	CAN	Object Class	AMOUNT
HRS257135	75-X-0140	0-370CO3C	25235	\$500,000

1. FAR 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than April 7, 2020. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

2. FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$500,000 dollars.
- b) The maximum amount for which the Government shall be liable if this contract is terminated is \$100,000 dollars.

3. FAR 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

- a) A Firm Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm Fixed Price proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.
- b) The schedule for definitizing this contract is

Receipt of contractor's proposal	45 days after receipt of Letter Contract award	Tuesday, May 12, 2020
Negotiation start date	15 days after receipt of proposal	Wednesday, May 27, 2020
Definitization	within 90 days of Letter Contract award	Tuesday, July 7, 2020

- c) If agreement on a definitive contract to supersede this Letter Contract is not reached by the target date in paragraph (b) of this section, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to FAR 52.216-24, Limitation of Government Liability clause.

- 1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—
 - i. All clauses required by the FAR on the date of execution of this Letter Contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - ii. All clauses required by law as of the date of the Contracting Officer's determination; and
 - iii. Any other clauses, terms, and conditions mutually agreed upon.
- 2) To the extent consistent with paragraph (c) (1) of this section, all clauses, terms, and conditions included in this Letter Contract shall continue in effect, except those that by their nature apply only to a letter contract

4. FAR 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)

- a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:
 - 1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.
 - 2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
 - 3) Eighty-five percent of all other approved costs.
- b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.
- c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail

as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

- d) Allowable costs. For the purpose of determining allowable costs, the term “costs” includes –
- 1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - 2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –
 - i. Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
 - A. In accordance with the terms and conditions of a subcontract or invoice; and
 - B. Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;
 - ii. Materials issued from the Contractor’s stores inventory and placed in the production process for use on the contract;
 - iii. Direct labor;
 - iv. Direct travel;
 - v. Other direct in-house costs; and
 - vi. Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - 3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.
- e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- f) Audit. At any time before final payment, the Contracting Officer may have the Contractor’s invoices or vouchers and statements of costs audited. Any payment may be –

- 1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or
- 2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers

5. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates 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.

Other clauses and provisions applicable to this letter contract are hereby incorporated. (See Attachment 2).

6. ADMINISTRATION:

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. Contracting Officer

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, "Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings." There is no other authorized representative or any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:

Name: Shirley Karver

Phone: 301-443-0136

Email Address: skraver@hrsa.gov

The overall administrative responsibility for this contract lies in the **Chief of Contracting**, [Carolyn Taylor, ctaylor@hrsa.gov \(301\) 443-6508](mailto:ctaylor@hrsa.gov).

b. Contract Specialist

Notwithstanding any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:

Name: Russell Grabill

Phone: 301-443-1798

Email Address: rgrabill@hrsa.gov

c. Contracting Officer's Representative

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:

Name: Robyn Ashton

Phone: 301-443-3416

Email Address: rashton@hrsa.gov

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

1. Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual technical requirements as identified in the Performance Work Statement; or
2. Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

The COR does not have the authority to:

1. Make changes to contract terms and conditions;
2. Direct the contractor to perform work or make deliveries not specifically required under the contract;
3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;
4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or
5. Issue direction that constitutes a "change" as defined in:

FAR 52.243-1, Changes – Fixed Price;

FAR 52.243-5, Changes and Changed Conditions.

All technical direction shall be issued in writing by the COR or, if issued verbally, shall be confirmed in writing by the COR within five (5) business days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR within the scope of his/her authority.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes

d. Payments

Payments will be made by Program Support Center (PSC) DFO Accounting Operations 12501 Ardennes Avenue, Suite 200, Rockville, MD 20852. (See Attachment 3)

7. SIGNATURE PAGE FOR HRSA LETTER CONTRACT:

This instrument has been negotiated pursuant to Section 3304(a) (2) of Title 41 U.S. Code. Your acceptance of this Letter Contract number 75R60220C00006 is indicated by execution of the signature line below. Upon acceptance by your company, one signed copies of this document shall be returned to the Contracting Officer.



(Contractor's Signature)

Brian R. Thompson
CEO, United Healthcare Government Programs
United HealthCare Services, Inc.
9900 Bren Rd E
Minnetonka, MN 55343-9664

(Contracting Officer Signature)

Shirley Karver
Health Resources and Services Administration
Office of Acquisition Management and Policy
5600 Fishers Lane, 14W31
Rockville, MD 20874

- Attachment 1 – Advanced Understandings
- Attachment 2 – Terms and Conditions
- Attachment 3 – Invoicing instructions
- Attachment 4 – Non-Disclosure Agreement
- Attachment 5 – Performance Work Statement

ADVANCED UNDERSTANDINGS

The following reflects the parties' intention and agreement with respect to the Letter Contract and any definitized contract related thereto, and shall take precedent over any conflicting terms in the Letter Contract:

a. General

The parties acknowledge and agree that the situation around COVID-19 is highly dynamic, evolving rapidly, and subject to significant uncertainty. The Letter Contract is being executed on an expedited timeline to meet an urgent and compelling government need without the benefit of prior negotiation. Thus, the parties will negotiate in good faith to ensure that the definitized contract reflects an appropriate allocation of risk and responsibility and that it is consistent with the proposal submitted by United HealthCare Services, Inc. ("UHC") on April 5, 2020, and the discussions between the parties that have taken place between April 4, 2020, and April 7, 2020.

b. Contract Price and Terms

Consistent with the April 5, 2020 proposal, the firm fixed price under the definitized contract will be \$1,000,000. The parties agree that the definitized contract will reflect clauses required by the Federal Acquisition Regulation ("FAR") for firm fixed price contracts, notwithstanding the inclusion of any FAR clauses for cost-reimbursable contracts included in the Letter Contract, and the parties agree to amend the Terms and Conditions of Attachment 2 in accordance with the final contract type.

c. Commercial Item Status

The services provided by UHC under the Letter Contract and any definitized contract constitute commercial item services, and the terms of any definitized contract will reflect that understanding.

d. Certified Cost or Pricing Data

UHC will **not** be required to submit certified cost and pricing data in support of its Firm Fixed Price proposal.

e. Performance Work Statement

The parties will negotiate the Performance Work Statement in the process of contract definitization to fairly reflect the proposal submitted by UHC on April 5, 2020, and the discussions between the parties that have taken place between April 4, 2020, and April 7, 2020.

f. *Use of Affiliates*

UHC may use one or more of its affiliates in performing the scope of work under the Contract.

g. *Reliance on Health and Human Services Direction and Data*

HHS/HRSA will review and approve or concur with UHC's work, including its methodologies and approaches, in carrying out the services. In order to complete the services, UHC will rely on HHS's timely cooperation, including HHS/HRSA making available relevant data, information and personnel; performing any tasks or responsibilities assigned to HHS; and notifying UHC of any issues or concerns that HHS/HRSA may have relating to the services provided.

HHS/HRSA assumes complete responsibility for the accuracy and sufficiency of the information and data provided to UHC, to include information concerning the providers to whom relief payments should be given, and the amount that each eligible provider is due.

h. *Limitation of Contractor Liability*

UHC's total liability under the Letter Contract and any definitized contract shall be limited to the total fees that UHC earns from the Government under the contract(s).

UHC's services do not constitute policy advice. UHC's services do not supplant HHS's management, policy-making, or decision-making functions. HHS/HRSA is solely responsible for its decision (including policy decisions), use of the deliverables and any other materials received pursuant to this Letter Contract, and compliance with applicable laws, rules and regulations. HHS acknowledges and agrees that it retains ultimate and sole responsibility for the agency's decisions regarding distribution of provider relief payments.

To the extent permitted by law and the other terms of this contract, except in the event of gross negligence or willful misconduct by Contractor, Contractor shall be reimbursed by HHS/HRSA for any costs or other losses associated with third party litigation or other judicial proceedings related to the Letter Contract or any definitized contract(s).

Contractor will give prompt notice to HHS/HRSA of any such third party proceedings. The parties agree to cooperate with each other throughout such proceedings. Should the contractor incur legal expenses or other costs, including fees, fines or damages, related to any claim, actions or demands related to the performance of this contract, which arise, in whole or in part, from any actual or alleged act and/or omission of Government, or pursuant to a judicial or administrative proceeding, those expenses would be allowable to the extent authorized by FAR § 31.205-47, "Costs related to legal and other proceedings."

TERMS AND CONDITIONS

1. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)
CONTRACT CLAUSES

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

The contract incorporates 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. In addition, the full text of a clause may be accessed electronically at <http://www.acquisition.gov/far/>.

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.202.1	Definitions	Nov 2013
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	Sep 2006
52.203-7	Anti-Kickback Procedures.	May 2014
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.	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct.	Oct 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	Apr 2014
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-7	System for Award Management	Oct 2016
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Oct 2016
52.204-13	System for Award Management Maintenance.	Oct 2016
52.204-14	Service Contract Reporting Requirements	Oct 2016

52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
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.	Oct 2015
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
52.210-1	Market Research	Apr 2011
52.215-2	Audit and Records—Negotiation	Oct 2010
52.215-8	Order of Precedence—Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modification	Aug 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	Oct 2010
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	July 2005
52.215-19	Notification of Ownership Change	Oct 1997
52.215-20	Requirements for Certified Cost or Pricing Data	Oct 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications – Alternate III	Oct 2010
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment	Aug 2018
52.216-8	Fixed Fee	Jun 2011
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-9	Small Business Subcontracting Plan	Aug 2018
52.219-16	Liquidated Damages—Subcontracting Plan	Jan 1999
52.222-3	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sept 2016
52.222-35	Equal Opportunity for Veterans	Oct 2015
52.222.36	Equal Opportunity for Workers with Disabilities	Jul 2014
52.222-37	Employment Reports on Veterans	Feb 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011

52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.227-14	Rights in Data—General	May 2014
52.227-16	Additional Data Requirements	June 1987
52.228-7	Insurance—Liability to Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Oct 2015
52.230-3	Disclosure and Consistency in Cost Accounting Practices	Oct 2015
52.230-6	Administration of Cost Accounting Standards.	June 2010
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
52.232-33	Payment by Electronic Funds Transfer— System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
	Alternate I	Dec 1991
52.233-3	Protest after Award	Aug 1996
	Alternate I	June 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2014
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-5	Payments to Small Business Subcontractors.	Jan 2017
52.242-13	Bankruptcy	July 1995
52.244-2	Subcontracts	Aug 1987
52.244-5	Competition in Subcontracting	Apr 1984
52.244-6	Subcontracts for Commercial Items	Oct 2010
52.245-1	Government Property	Dec 1996
52.246-25	Limitation of Liability—Services	Nov 2017
52.249-6	Termination (Cost-Reimbursement)	Jan 2017
52.249-14	Excusable Delays	Feb 1997
52.253-1	Computer Generated Forms.	May 2004
		Apr 1984
		Jan 1991

FAR 52.222-2 Payment for Overtime Premiums (July 1990)

- a) The use of overtime is authorized under this contract if the overtime premium does not exceed 1 and ½ of regular pay or the overtime premium is paid for work—
 - 1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - 2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - 3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - 4) That will result in lower overall costs to the Government.
- b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
 - 1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - 2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - 3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - 4) Provide reasons why the required work cannot be performed by using multi shift operations or by employing additional personnel.

FAR 52.244-2 Subcontracts (Oct 2010)

- 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 contractor 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 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 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 any 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 2.252-6 Authorized Deviations in Clauses (Apr 1984)

- 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.

**Department of Health and Human Services Acquisition Regulation (HHSAR)
(48 CFR Chapter 3) (<http://www.hhs.gov/regulations/hhsar/>)**

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

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.

Information Security

All HRSA and CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if

this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or
- Store any Information/Data (includes “Cloud” computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

HIPAA Clause

All Protected Health Information (PHI), as defined in 45 C.F.R. §160.103, that is relevant to this Contract, shall be administered in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," 42 U.S.C. § 1320d), as amended, as well as the corresponding implementing regulations and this HIPAA Business Associate Clause.

INVOICING INSTRUCTIONS

I. INTRODUCTION

These instructions reflect the standards of the Health Resource and Services Administration (HRSA) for adequately prepared requests for payment. Prompt payment of your claims will be promoted by your compliance. All requests for payment submitted under this contract are subject to audit; therefore, all costs claimed must be adequately supported by accounting records and other data that can be audited.

II. SUBMISSION INSTRUCTIONS:

1. The Contractor shall submit payment requests to hrsainvoices@hrsa.gov as often as monthly using the Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal. The SF 1034 must be submitted in PDF format. An electronic copy of the SF1034 in PDF format may be found at www.gsa.gov/portal/forms/download/115462 .
2. Only one SF 1034 may be submitted at a time to hrsainvoices@hrsa.gov. An e-mail with more than one voucher will be returned to you.
3. For inquiries regarding voucher submission, e-mail your concerns to hrsainvoices@hrsa.gov.
4. For inquiries regarding technical issues, inspection and acceptance call your Contracting Officer Representative (COR).
5. For inquiries regarding suspension or rejection of costs submitted, call your Contract Specialist.
6. For inquiries regarding payment, call Accounts Payable Section at (301) 492-5233.

Payment shall be made by:

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

III. VOUCHER SUBMISSION INSTRUCTIONS:

A. **Forms**—In claiming reimbursement use: The Standard Form (SF) 1034, *Public Voucher for Purchases and Services Other Than Personal* (with continuation sheet SF 1035) *Public Voucher for Purchases and Services Other Than Personal*. The billing content must include all applicable information contained below:

Expenditure Category	Incurred Cost		Cost at Completion (k)	Amount Funded (l)	Variance (m)
	Current (i)	Cumulative (j)			
Direct Costs:					
(1) Direct Labor/Hourly Rate					
(2) Fringe Benefits					
(3) Accountable Property					
(4) Materials & Supplies					
(5) Premium pay -if applicable					
(6) Consultant Hourly Rate					
(7) Travel					
(8) Subcontracts					
(9) Other					
Total Direct Costs					
Overhead					
G&A					
Fixed Fee					
Total Amount Claimed					
Adjustments					
Grand Totals					

B. **Number of Copies**— See Section G, Contract Administration-Submission of Vouchers, for information on how to submit your voucher.

- C. **Time for Submission**—Vouchers may be submitted at the beginning of each calendar month for costs incurred during the preceding month. Costs incurred earlier than the preceding month, but not previously billed for, may be included, but the amount and month(s) in which such costs were incurred must be stated in the voucher.
- D. **Resubmission of Costs**—Costs resubmitted after being disallowed should be claimed in a separate public voucher and marked "Resubmission of Costs". It must be numbered as an addendum to the original invoice/voucher and have a revised date. It should include the amount not allowed, supporting documentation, and corrections as required.
- E. **Cost Incurrence Period**—Costs must be incurred and the dates of the related "billed for" period must fall within the contract performance period as set forth in the original contract and any amendments thereof.
- F. **Contractor's Fiscal Year**—Vouchers should be prepared in such a manner that costs claimed can be associated or identified with the contractor's fiscal year. This will ensure proper application of an indirect cost rate(s) to the direct costs of a particular fiscal year.
- G. **Supporting Documentation**—Vouchers shall include all documents/receipts that support each cost incurred and claimed on the voucher.
- H. Vouchers or supporting documentation shall be prepared in such a manner that it is apparent whether an activity is fully or partially funded by federal funds or by other funding sources.
- I. Vouchers or supporting documentation shall be prepared in such a manner that costs incurred are allocated to the lowest level of subtask that can be determined.

IV. PREPARATION GUIDE

A. **Completion of Form 1034**—Supply the following information in the appropriate blocks. Complete the blocks entitled: Voucher No., U.S. Department, Bureau, or Establishment and Location, Date Voucher Prepared, Contract Number and Date, Payee's Name and Address, Number and Date of Order, Date of Delivery of Service, Articles or Services, Amount, and Total. Leave all other blocks blank.

Be sure to include the signature of the officer authorize to certify that the voucher is correct and proper for payment.

Instructions:

- 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, 14th Floor
Rockville, MD 20857
- In the block entitled, *Date Voucher Prepared*, enter the date the voucher is prepared.
- In 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, enter the contract number against which the task order was issued.
- 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 task order.
- 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 the following statement:
“For reimbursement of costs incurred under Contract No ____, as detailed in attachments.” 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.

B. Completion of Summary of Expenditures—This page follows directly behind the Form SF 1034 and contains two main categories of information: 1) gross summary of costs by category showing amount previously claimed, amount claimed under this voucher, and cumulative through this voucher and 2) necessary certifications and signature.

1. *Gross Summary*—include only major categories of costs in the order illustrated.

2. *Certifications and Signature* are illustrated in Exhibit B. The *Certification of Costs/Fee* is mandatory; the *Price Stabilization Certification* is required only when called for in the *Submission of Invoices and Place of Payment* article of the contract. The next page in order should be the SF 1035.

C. Completions of Form 1034—On the “Detail” Form 1035, provide a breakdown to support the total amount cited in both Form 1034 and *Summary of Expenditures*. The purpose of the detailed information is to assist the HRSA Contracting officer and program personnel in relating costs incurred to work performed. The several categories of cost will be itemized and described as follows:

1. *Direct labor* costs consist of salaries and wages paid for work performed directly for the contract and pursuant to its terms. Such labor costs (excluding fringe benefits and overtime premium pay) will be billed as follows:

- Provide the job title or classification of the worker and provide for each classification: the number of hours worked, the hourly rate, and the total wage or salary. The name of the worker should be provided, but when a great number of routine workers are involved, the position classifications only will suffice.

The cost of direct labor charged to the contract must be supported by time records maintained in the contractor’s office; if salaries are involved, reasonable estimates on a post basis may be used in lieu of time records.

2. *Fringe benefits* are to be treated according to the contractor's established practice:

- If fringe benefits, bonuses, etc. are included in the overhead pool, no specific entry is required.
- Fringe benefits can be treated as direct costs, in which case enters the fringe benefits expressed as a percentage factor of the direct labor base or show the Actual Fringe Benefits cost.

3. *Materials and supplies* should include only those items that the contractor normally treats as "direct costs". Bill these costs under major classifications or categories such as office supplies, chemicals, electronics parts, etc., unless any one particular item within a class exceeds **\$300.00**, in which case all such item(s) exceeding \$300.00 must be specifically identified. **Note:** *Under no circumstances shall any item of non-expendable equipment be included within these classifications (see 8 below).*

4. *Premium pay* of any kind (including overtime) must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay cause frequent delays in payment due to suspensions and exchange of correspondence. Generally, such pay is not included in the direct labor base and should not be included in the billing for "direct labor" unless the contractor has consistently followed this practice in the past as a matter of policy. Make entries as follows:
 - a. In *Summary of Expenditures* –List as a single item.
 - b. In SF 1035–itemize for each position or job category referencing the Contracting Officer's (CO) letter of authorization. **Note on Special Authorizations:** According to the contract, certain costs require specific authorization in writing by the CO. Whenever, the voucher includes costs pursuant to CO authorization, include for example, the reference: "CO letter (date)" or "approval number 57/74/115" if the CO cites said number in his letter.
5. *Travel*, as authorized by the contract, shall include the following in the SF 1035.
 - a. Travel by contractor shall provide:
 - Name of traveler or title
 - Dates of departure and return to departure point
 - Transportation costs
 - If claim for subsistence is on per diem basis, show number of days, rate, and amount, as authorized in contract. If claim is based on actual cost of subsistence, show on a daily basis the amounts claimed for lodging and meals separately.
 - References to Contracting Officer's letter of authorization if approval is necessary
 - b. Travel by consultants shall provide detail similar to contractor travel above.
6. *Consultant fees* must reflect each consultant's name, daily honorarium, and number of days claimed. Travel for consultants (if applicable) must be itemized separately.
7. *Subcontract* requires the name of each subcontractor involved and the dollar amount claimed. Costs claimed by Firm Fixed Price subcontractors must be on an "as incurred" basis and subcontractor backup information similar to the SF 1035 must be obtained and attached for each subcontractor.

8. *Equipment* is an article of personal property, complete in itself, that is of a durable nature with an expected service life of one year or more. Equipment does not ordinarily lose its identity or become a component part of another article when put to use. For the purposes of invoicing and reporting under HRSA contracts, the definition of *non-expendable property* and equipment are equivalent because the HRSA definition of non-expendable property does not include a dollar limitation.

(The standard definition of "non-expendable property" considers items costing \$200.00 or more—excluding transportation, installation, taxes—with a useful life of a year or more and property sensitive to conversation to private use (no cost limit).

Therefore, when billing for non-expendable property (equipment) costs, the Contractor must attach live (5) copies of a completed form, HEW 565 *Report of Non-expendable Government Property in Possession of Contractor*, to the original invoice copy. The Contractor will retain the sixth copy. Only that property being billed for during the applicable billing period shall be included in the HEW 565. In addition, one (1) copy of each vendor invoice covering purchased property shall be attached to the original invoice.

9. *Overhead* will be charged in accordance with your organization's negotiated provisional indirect cost rate agreement. Absent such rate agreement, the overhead will be charged at the provisional rate(s), not to exceed the ceiling provisional rate(s), established at negotiation and made part of the award.
10. *Other direct costs* are minor costs that cannot be placed within any of the categories listed above. Identify by categories to the extent both possible and reasonable.
11. *Fixed fee*, when applicable, should be billed by prorating the negotiated total fixed fee to costs incurred. Applying a fee percentage to the fee base will achieve this effect. Refer to the contract provisions for guidance.

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

NON-DISCLOSURE AGREEMENT

WHEREAS, the United States Department of Health and Human Services, Health Services and Resources Administration (HRSA) will enter into a Contract with United Healthcare Services, Inc., on behalf of itself and its affiliates (UHC);

WHEREAS, in advance of the Contract, HRSA will send a data file containing provider information to UHC to facilitate payments to eligible providers from the Public Health and Social Services Emergency Fund under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

NOW, THEREFORE, in consideration of UHC's promise to enter into the Contract, UHC agrees not to disclose outside the Government of the United States any information that UHC may learn by viewing or accessing the data file, except as may be required by law and as may be required to perform its duties under the Contract, except UHC will not release any information to any entity not a party to this Agreement unless required by law; and

The parties agree that any information UHC provides in connection with the Contract is considered by UHC to be competitively sensitive, confidential and proprietary business information subject to the protection of the Procurement Integrity Act and exempt from disclosure under the Freedom of Information Act.

This Non-Disclosure Agreement sets forth all of the promises, agreements, conditions, understandings, warranties, and representations between the parties hereto with respect to the subject matter hereof, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, between them other than as set forth herein with regard to such subject matter.

This agreement shall be governed by the laws of the United States.

Signed for and on behalf of
United Healthcare Services, Inc.

by 

Payman Pezhman, Secretary and
Authorised Signatory

Signed for and on behalf of
HRSA

by 

Thomas J. Engels
HRSA, Administrator

PERFORMANCE WORK STATEMENT

Claims Processing Services for Provider Relief and Protection Fund

April 7, 2020

1. 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 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 March 27, 2020, the Coronavirus Aid, Relief and Economic Security (CARES) Act (P.L. 116 - 136) became law. The CARES Act provides economic and financial support for individuals and business impacted by the coronavirus outbreak. To provide relief, Congress appropriated funding from the Public Health and Social Services Emergency Fund to reimburse eligible health care providers for health care related expenses or lost revenues that are attributable to coronavirus.

The CARES Act specifies that eligible health care providers are to be reimbursed for health care related expenses or lost revenues that are attributable to coronavirus that have to be reimbursed from other sources or that other sources are obligated to reimburse. Eligible health care providers are public entities, Medicare or Medicaid enrolled suppliers and providers, and other entities the Secretary may specify, that provide diagnoses, testing, or care for individuals with possible or actual cases of COVID-19. The CARES funds can be used to reimburse eligible providers for lost revenues and costs related to the coronavirus outbreak including building or construction of temporary structures, leasing of properties, medical supplies and equipment including personal protective equipment and testing supplies, increased workforce and trainings, emergency operation centers, retrofitting facilities, and surge capacity.

2. PURPOSE/GENERAL DESCRIPTION

HHS will be issuing a contract to process and pay claims from eligible health care providers for reimbursement of health care related expenses or lost revenues that are attributable to coronavirus. The scope of this activity may include:

1. Project Management
2. Intake Electronic and Paper Claims

- a. Electronic Data Interchange
- b. Paper Claim Intake, Scanning, and Optical Character Recognition
3. Claim Adjudication
 - a. Paper Remittance Advice
 - b. General Claims Processing
 - c. Back-End Processing
 - d. Remittance Advice and Explanation of Benefits
4. Provider Customer Service Program
 - a. Education and Outreach
 - b. Call Center
5. Provider Payment and Integrity
6. Security

3. PROBLEM STATEMENT

HHS is establishing a Provider Relief and Protection Fund (PRF). How will providers be reimbursed for health care related expenses or lost revenues that are attributable to coronavirus?

4. PERIOD OF PERFORMANCE/PLACE OF PERFORMANCE

4.1 Period of Performance

Base Period: 12 months from date of award

4.2 Place of Performance

The Contractor shall perform the work under this contract off-site, primarily at the contractor's facilities.

5. Assumptions

Contractor shall consider the following technical assumptions when developing the claims processing services for the PRF Performance Work Statement.

1.1. Assumptions

- This is a National contract for all eligible providers to submit and receive payment on health care related expenses or lost revenues that are attributable to coronavirus.
 - DESCRIBE the DATA that you will use to validate the provider.
- All systems leveraged for this program are hosted XXXXXXXX WHERE DO YOU PLAN TO HOST.
- The PRF will be divided into tranches including a General, Targeted and Reserve Distribution.

- Each distribution method will follow separate eligibility and methodology requirements.
- Under the General Distribution, the contractor will immediately disperse a pre-defined payment amount to Medicare enrolled providers based on a list provided by HHS.
- Contractor will utilize a website to process applications for payment requests from eligible providers not included on the list supplied by HHS who will attest to the terms and conditions for receiving payment from the PRF.
- The website address will be pending availability and registration with .gov.
- Contractor will collect information from providers and perform any necessary validation checks to ensure their eligibility for funds.
- Contractor will receive requests for payment and disperse payment under the Targeted Distribution based on criteria provided by HHS.
- HHS may require an independent Authority to Operate for this system which will not be feasible to execute fully in order to meet the timelines being proposed.
- A provisional ATO may be required in the interim and Contractor will work to address any gaps between existing ATO's and any required for this program
- Contractor will collect among other elements for each eligible provider seeking payment: Provider Name, Address, Tax Identification Number (TIN), Name and location of Financial Institution, Bank Routing Number, and Bank Account Number.
- Contractor will establish a specific call center to technical support and service and payment support for providers.
- Contractor will develop and retain data collection and reporting on specific factors to be determined by HHS including application volume and payment disbursement.
- Comprehensive, daily financial accounting in HHS preferred format.
- Contractor will not be responsible for 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

6. TASKS

The contractor shall perform the following tasks:

Task 1 Project Management

1.1 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's Representative (COR). The point of contact shall be responsible for ensuring that the services and deliverables required by HHS are provided in accordance with the contract.

1.2 Kickoff Meeting

The contractor shall meet with the COR and other HHS 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 provide a draft project management plan and timeline, updated roster of key personnel, a roster of all personnel and roles, signed Non-Disclosure Agreements, and proposed communication schedule/plan. The contractor shall submit detailed minutes of the meeting to the COR within one week.

The objectives of the kickoff meeting are to:

1. Initiate the communication process between HHS and the contractor by introducing key project participants and identifying their roles.
2. Ensure the contractor understands the expectations of key stakeholders regarding the scope of work and the effort described in this contract, including task requirements and objectives.
3. Discuss critical aspects of the Project Management Plan (PMP) and deliverables.
4. Review communication ground rules.
5. Define a roadmap to a successful project.
6. Provide a live demonstration of the system

1.3 Conference Calls

The contractor shall chair weekly/bi-weekly conference calls with the COR and HHS 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. The contractor shall also provide project updates and ad hoc reports as requested by the COR. Ad hoc meetings will be scheduled as necessary.

1.4 Monthly Status Report

The contractor shall submit monthly progress reports by the 15th of each month to the COR.

1.5 Final Report

The contractor shall submit a final report 30 days prior to the end of the period of performance that includes all project accomplishments and recommendations.

The contractor shall submit a final payment reconciliation report, return unobligated funds to HHS, and close out the bank account.

1.6 Documents

The contractor shall develop and submit the following project management documents to the Contracting Officer's Representative (COR):

- Integrated Project Management Project Management Plan, which include payments and reconciliation activities
- Business requirements documents with visual business workflows for the overall process
- Payment Methodology
- Systems Plan and
- Systems Security and Privacy Artifacts

1.7 Performance and Quality Metrics

The contractor shall work with the COR to develop and implement contractor performance and quality metrics. The COR will evaluate the contractor using these metrics on a quarterly basis. HHS will require frequent updates on total workload volumes and provider payments to ensure that the COVID-19 Testing for Uninsured Reimbursement Program stays within statutory funding limits.

1.8 Requirements

The contractor shall facilitate multiple requirements workshops to

- Provide multiple detailed demonstrations of the Claims processing process with an end to end process.
- Document HRSA requirements for the PRF claims processing
- Discuss and document technical requirements to integrate HRSA's IRMS with EDI, XXX Cost Point
- Demonstrate the System's reporting capabilities and document Reporting and analytics requirements for HRSA w.r.t. claims processing.

Task 2 Intake Electronic and Paper Claims

The Contractor shall:

2.1 Electronic Data Interchange

- Accept COVID-19 837 professional claims for the uninsured from EDI clearinghouses who have an existing Trading Partner ID with the contractor to minimize the number of paper claims to process.
- Establish a new contractor ID which will be used to identify and route claims from clearinghouses to the contractors EDI front-end.
- Upon receipt of the EDI claim file, the trading partner shall be sent an EDI 999

acknowledgment transaction. The 277CA (claims acknowledgment transaction) responses will not be sent.

- Traditional EDI editing, including Common Edit Module edits, will be bypassed.
- Clearinghouses not enrolled with Contractor will be handled by a manual enrollment process as we expect this volume to be very low.

Task 4 Provider Customer Service Program (PCSP)

The contractor shall:

- Establish a Customer Service Program:
Customer service addresses the ability to provide quality services effectively and to increase the overall level of customer service and satisfaction. In support of customer service, the Contractor shall do the following:
 - a) Respond to provider telephone inquiries promptly, clearly, and accurately.
 - b) Provide effective provider education to promote accurate request for payment.
 - c) Maintain a high level of provider service and satisfaction through good communication and relationships with providers.

4.1 Provider Outreach and Education (POE)

- Educate providers about the PRF. POE may be delivered to groups, to individuals and through various media channels at the complete discretion of the Contractor.

4.1.1 Website

- Establish a provider educational website hosted on HTML5 site on the NGS LINUX servers. Initially the site will consist of 3 content items including payment request form requirements, contractor contact information, and FAQs including general information around reimbursement. Contractor shall develop additional FAQs based on inquiries received in the Call Center.
- The primary audience of the website will be the provider community impacted by the coronavirus outbreak. The site shall provide up-to-date information on provider reimbursement under the PRF including links to the CDC and other responsible sources for public health updates. Site content shall follow [Federal plain language guidelines](#).

4.2 Provider Contact Center (PCC)

- Establish and maintain a PCC to support Provider Inquiries regarding the requests for payment processing lost revenues and costs related to the coronavirus outbreak. The PCC shall respond to Provide Inquiries within 48 hours.
- Choose and implement contact center technology that demonstrates innovation and efficiency in providing excellent customer service. The PCC serves as the coordinating centerpiece for developing and managing the relationship with the providers.

4.2.1 Telephone Inquiries

- Respond to provider telephone inquiries in an accurate and consistent manner, from 8:00 a.m. to 8:00 p.m. Eastern Time. All calls shall be answered within XX minutes.
- Report on standard call center metrics such as average handle time, average hold time and average call length.
- Provider contact centers shall monitor a minimum of five (5) calls per Customer Service Representative (CSR) per month for Quality Call Monitoring (QCM) purposes.
- The contractor shall be held accountable to performance standards and quality monitoring for all PCC telephone inquiries.
- Divide telephone inquiry staff into at least two levels of CSRs. First level CSRs shall answer a wide range of basic questions. Second-level CSRs will answer more complex questions.

Task 5 Provider Payment and Integrity

The Contractor shall:

5.1 Payment System

- Provide payment system that manages all financial transactions.

The payment system shall:

- 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;
- Manage, maintain and report check payments;
- Be an auditable system of records for all financial transactions;
- Be capable of auditable funds control and management of all deposits and transactions;
- Have quality assurance and payment integrity capabilities to ensure payments are processed accurately and without duplication;
- Have separate interfaces for transferring files with HHS, the bank, and the Treasury/IRS to process payments, receivables, FPLP, 1099s, and remittance advices; *and*
- Have full and ad hoc reporting capability for all financial transactions and audits, and shall comply with all HHS security requirements.

5.2 Approved Bank Account

- Maintain a bank account capable of processing and managing all financial transactions.
- Sign a Tripartite Agreement with the bank and HHS/HRSA
- Fill out Direct deposit form,
- Create a new supplier account
- Coordinate a monthly banking services utilization report with the bank that details all transactions conducted through the account.
 - The contractor shall use the monthly utilization report to validate the total monthly utilization for the account. The bank shall submit a monthly invoice to HHS/HRSA for

- the total cost of the bank account.
- The bank account shall be non-interest bearing and be restricted to receiving Treasury deposits, accounts payable and accounts receivable, and related financial transactions.
- The contractor shall maintain a lockbox with the bank to receive payments from providers.
- Complete and sign a form that shall be sent to HHS/HRSA to establish a vendor account (also known as supplier site) in the UMFS system that identifies contractor's bank account. The Treasury shall deposit funds into the bank account during each payment cycle; using these funds, the contractor shall disburse payments.
- Ensure that the bank account maintains a near zero balance unless otherwise approved by the COR and the HRSA Office of Budget and Finance.
- Return surplus funds received from providers due to voluntary returns to HHS on a monthly basis. Refunds shall include the principal, interest, total amount, total count and allowance.

5.3 Financial Management and Reporting

- Provide the COR and the HRSA Office of Budget and Finance with financial reports and monthly bank statements.
- Provide documentation to the COR and the HRSA Office of Budget and Finance demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.
 - The contractor's internal controls shall comply with the A-123 assessment. As part of the revised Office of Management and Budget (*OMB*) *Circular A-123 Management's Responsibility for Enterprise Risk Management and Internal Controls*, HRSA must take systematic and proactive measures to 1) develop and implement appropriate, cost-effective management controls for results-oriented management; 2) assess the adequacy of management controls in Federal programs and operations; 3) identify deficiencies; 4) take corresponding corrective action, and 5) report annually on management controls.

Given the emergent need and significance of the COVID-19 Program, HRSA will perform testing of internal controls and assess risks to provide management with reasonable assurance of performance and payment integrity.

5.4 Deltek Cost point Database

- Host the Deltek Costpoint system responsible for making payments.
 - Secure routine and ad hoc 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; and
 - Ensure disaster recovery capabilities.
- Operate and maintain the Deltek Costpoint Database.

- Secure routine and ad hoc 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 internal systems and external systems such as US Treasury; and
 - Disaster recovery capabilities.
- The contractor shall participate in workgroup sessions facilitated by HRSA and collaborate with IRMS vendor to document the technical and business requirements for the IRMS system's connectivity with Deltek Costpoint.
 - Provide a daily incremental extract file from the Deltek database that provides details of all financial commitments, obligations, etc., posted to the General Ledger -
 - Either a direct database link from HRSA Integrated Resource Management System (IRMS) to Deltek Costpoint; or through a trusted and secure scheduled extract file process
 - HRSA's IRMS system will connect to the Deltek via database link one time per day on a daily basis in order to query the Deltek
 - Specifics of the file structure, data elements, data dictionary, etc., to be provided 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.

5.5 Software Quality Control and Systems Development Management Plan

- Establish a culture and infrastructure that supports the practices needed to produce systems and services that meet requirements and satisfy HHS needs. The contractor's quality improvement program shall include:
 - Procedures and standards for creating quality products from the beginning of the lifecycle process including elements such as:
 - ◆ Clear identification of quality roles, responsibilities and authorities within the organization;
 - ◆ A set of objective (both technical performance and business performance, as well as business impact) criteria to define the overall health of the systems;
 - ◆ Standard activities to review planning, analysis, and design deliverables that define a system; and

- ◆ Practices and tools to verify and validate software release before delivery to HHS.
- Quality control to ensure that project teams follow the standards.
- Ongoing work to improve software quality
 - ◆ Evaluate progress against the defined metrics;
 - ◆ Track and manage the source code quality;
 - ◆ Track functional defects (e.g., defect density) and execute strategies for efficient defect resolution. Recommend improvements for efficiency and effectiveness of the defect resolution process; and
 - ◆ Provide oversight and compliance reporting management for HHS systems under this contract development environment and to manage the process for code promotion.
- Develop a System Development Management Plan (SDMP) that describes its approach to software quality control and managing the software development lifecycle. This is a one-time deliverable that describes the contractor’s approach to software development to include:
 - The contractor’s quality control program (standards, roles, etc.);
 - Requirements management process;
 - Design and architecture process;
 - Source code management (environnements, builds, etc.);
 - Change and configuration management;
 - Verification and validation of sprints and releases before delivery to COR; and
 - Templates for deliverables, including requirements documents and test plans.

5.6 Payment File Format

- Work with HHS/HRSA and designated project staff to develop a standardized payment file format. At a minimum, the file format shall include these payee identifiers, legal business name, Employer Identification Number (EIN)/ Tax Identification Number (TIN), Project ID, date, and amount; additional identifiers may include NPI, CCN, and business address as required by HHS.
- HRSA for review then
- PSC for funding/treasury
- PSC sends stuff to treasury every day, will include in normal transactions each day to treasury

5.7 Payment Files

- Provide HHS with a payment file for each payment cycle that includes the payees, identifiers, and payment amounts for at least five (5) business days prior to the payment submit date on the payment calendar. (file process: To HRSA for review then, PSC for funding/treasury; PSC sends information to treasury every day, will include in normal transactions each day to treasury)
- Submit an expectations report to HHS for all returned payments.
- Scrub payment files against the Do Not Pay list to ensure payments are not deposited into these accounts.
- Notify the COR and HRSA Office of Budget and Finance when payees on the Do Not Pay list are identified on the payment file and these findings shall also be included in the exceptions report.

5.8 Payment Request for Each Payment Cycle

- Send a payment request to the HRSA Office of Budget and Finance for approval and funds certification five (5) business days prior to the submit date during a payment cycle.
 - a. The payment requests shall provide the total funds requested.
 - b. After reviewing and approving 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. The payment request from the contractor shall include the gross payment totals for the project, the contractor EIN associated with the project bank account, the contractor's legal business name, and the date of the request. Additional documentation to support the payment may be requested by HHS.
 - c. Due to the potential for unanticipated changes in enrollment such as late entry by participants, incomplete banking information, and other circumstances, HHS shall require the contractor to be capable of completing payment cycles as requested by the contractor.

5.9 FPLP Withholding to Payments

- 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 payment 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.

5.12 IRS 1099s to Payees

- Prepare and send IRS 1099-MISC, in accordance with IRS regulations, 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.

5.13 IRS Backup Withholding

- The contractor shall apply backup withholding to affected payments in compliance with IRS and Treasury laws and regulations.

5.14 Authority to Operate (ATO) and Annual Adaptive Capabilities Testing (ACT)

- Obtain “Application” ATO for the Deltek Costpoint payment system and all contract-related payment and data management systems. HHS will work with the contractor and the HHS Certified Information System Security Officer (CISSO) to establish a schedule for the ATO that meets the program needs.
- Be required to participate in all facets of security testing, prepare security documents, answer questions, and implement recommendations as required by the CISSO to obtain ATO for the payment system application.
- Maintain an ATO by successfully completing all annual HHS security testing requirements needed to process payments. This shall be done in a 3-year cycle, with one-third of the system reviewed annually.

5.16 Overpayment Recovery

- Coordinate with HRSA to develop an overpayment program, including: overpayment identification, issuing demand letters, and collections.
- Comply with Federal overpayment rules and regulations.
- Report monthly on overpayments identified and collections.

Task 6 Security Requirements

The contractor shall:

A. Baseline Security Requirements

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

- b. **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.
- 2) **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:
- a. 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.
- b. 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. 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.
- c. 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.
- d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.
- 3) **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, 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:	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
Integrity:	<input type="checkbox"/> Low <input type="checkbox"/> Moderate <input checked="" type="checkbox"/> High
Availability:	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
Overall Risk Level:	<input type="checkbox"/> Low <input type="checkbox"/> Moderate <input checked="" type="checkbox"/> 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

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

- 4) **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: “...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:
- a. marked appropriately;
 - b. disclosed to authorized personnel on a Need-To-Know basis;
 - c. 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

d. 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*.

- 5) **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.

See the HHS Standard for the Definition of Sensitive Information, for additional information in defining and protecting sensitive information.

- 6) **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 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 employee or subcontractor 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* policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. Section 641 (Criminal Code: Public Money, Property or Records); and
- b. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

- 7) **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- 8) **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.

9) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents to comply with contract deliverables as appropriate.

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

- a. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
- b. 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.
- c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and OpDiv-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).
- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the COR *within thirty days of contract award*.
- e. 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 <http://csrc.nist.gov/publications/>. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

11) **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 OpDiv non-disclosure agreement 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.

12) **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – The Contractor shall assist the OpDiv 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.

- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OpDiv SOP or designee with completing a PIA for the system or information within *4-6 weeks or prior to system implementation* 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*.

- b. The Contractor shall assist the OpDiv 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.

B. 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/OpDiv Contractor Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete *OS/OASH* 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. A copy of the training records shall be provided to the CO and/or COR within **30 days** after contract award and **annually** thereafter or upon request.

C. 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*.
- 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 OpDiv Information Security Awareness
- 3) Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

D. Incident Response

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC) and OASH IRT teams **within 24 hours**, whether the response is positive or negative.

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.

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”.

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) 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.

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 *OS/OASH* approved notifications to affected individuals.

- 2) Report all suspected and confirmed information security and privacy incidents and breaches to the OpDiv Incident Response Team (IRT) at 1-866-646-751, csirc@hhs.gov, COR, CO, HHS/OCIO 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 OpDiv 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:

- a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
- b. not include any sensitive information in the subject or body of any reporting e-mail; and
- c. encrypt sensitive information in attachments to email, media, etc.

Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* HHS/OpDiv and *OS/OASH* incident response policies when handling PII breaches.

- 3) 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. This may also involve physical access to contractor facilities during a breach/incident investigation.

E. Position Sensitivity Designations

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR).

F. 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*.

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>

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 and/or CO within one week of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within *1 week* 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.

G. 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 HHS EPLC framework and methodology in accordance with the HHS

Contract Closeout Guide (2012).

HHS EA requirements may be located here:
<https://www.hhs.gov/ocio/ea/documents/proplans.html>

- 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 the 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 *one week* 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 *OS/OASH* policies.
- 6) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the *OS/OASH* Contractor Employee Separation Checklist when an employee terminates work under this contract within *14* days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

H. Records Management and Retention

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/OASH policies and shall not dispose of any records unless authorized by HHS/OASH.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/OASH policies.

A. Privacy Act

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.

The System of Records Notice (SORN) that is applicable to this contract is: *A SORN will be developed.*

The disposition to be made of the Privacy Act records upon completion of contract performance.

B. Security Requirements for GOCO and COCO Resources

- 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 within the specified timeline(s). 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).

For an existing ATO, OpDiv must make a determination if the existing ATO provides appropriate safeguards or if an additional ATO is required for the performance of the contract and state as such.

OS/OASH 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 *a format/timeline/process as outlined in the project plan* to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package
 - **System Security Plan (SSP)** –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 *OS/OASH* 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)** –The security assessment shall be conducted by *HHS/OCIO* assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and OpDiv policies. The assessor will document the assessment results in the SAR.

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

- **Independent Assessment** - The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all “*high*” deficiencies. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M).
- **POA&M** – The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and OpDiv policies. All high-risk weaknesses must be mitigated within *OS/OASH timeframes as agreed and documented within the project management plan* and all medium weaknesses must be mitigated within *OS/OASH timeframes as agreed and documented within the project management plan* from the date the weaknesses are formally identified and documented. *OS/OASH* 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, ***OS/OASH*** may require designated POA&M weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least **quarterly**.

- **Contingency Plan and Contingency Plan Test** –The Contingency Plan must be developed in accordance with NIST SP 800-34, *Contingency Planning Guide for Federal Information Systems*, and be consistent with HHS and OpDiv policies. 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. Thereafter, the Contractor shall update and test the Contingency Plan at least **annually**.

- **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/Pen Test** - 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 (this may involve penetration testing conducted by the agency or independent third-party. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates.
- **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. It is anticipated that this inventory information will be required to be produced at least *quarterly by the CSP*. 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 at least *at least quarterly*. 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. The contractor shall maintain a capability to provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency at least *quarterly*.
 - **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.
 - **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.
 - **Boundary Protection** - The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities is routed through a Trusted Internet Connection (TIC).
- 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.

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.

- b. 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.
 - c. 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.
 - d. 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
 - 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.

7. OPTIONAL TASKS – Not funded unless is 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). The plan must support phases to allow collaboration with the outgoing contractor. The contractor must also submit a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees. The contractor(s) must also work with any future contractor(s) and HHS to facilitate complete operational transition, and this must be addressed in the transition plan.

- a. The plan shall ensure transition of all providers documenting eligible reimbursement claims to the new contractor responsible for the next phase of the contract with minimal disruption. The plan shall be inclusive of the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems. Data captured during the performance of the base and optional periods will be transferred

to the government at contract conclusion; the format to deliver the data shall be decided during the performance period.

7. DELIVERABLES

The contractor shall ensure all products and services delivered under this contract are compliant with HHS Section 508 requirements 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/) (<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) (<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) (<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 HHS 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 identified in the HHS Section 508 checklists

*Performance Work Statement
Claims Processing Services for Provider Relief and Protection Fund*

1.	Develop Payment File Format	4 weeks prior to payment	COR
2.	Develop Control File	4 weeks prior to payment	COR
3.	Conduct File Scrubbing	Each Payment Cycle	COR
4.	Develop Payment Files	Each Payment Cycle	COR
5.	Prepare Payment Request	5 business days prior to submit date	COR
6.	FPLP Offsets Withholding	Each Payment Cycle	COR
7.	Check Files to Bank	Each Payment Cycle	COR
8.	Payment History Report	Monthly	COR
9.	Payment Exception Report	3 business days after payment	COR
10.	Notification of Payment Report	3 business days after payment	COR
11.	Customer Service Help Desk Report	Monthly	COR
12.	IRS 1099s	Annually by January 31st	COR
13.	IRS Backup Withholding	As required	COR
14.	Authority to Operate (ATO)	As required	COR
15.	Quality Assurance Surveillance Plan	A draft is due 2 weeks after award with quarterly updates Updates due by the 5 th day of each quarter.	COR

*Performance Work Statement
Claims Processing Services for Provider Relief and Protection Fund*

		QASP Metrics should be delivered to HRSA along with the monthly contract status report.	
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*Performance Work Statement
Claims Processing Services for Provider Relief and Protection Fund*

ATTACHMENT 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
	Claims filing and processing	Claims filing and processing time AQL: Reduce by 40%	Inspection	Monthly
	Clean-claim rate	Clean-claim rate AQL: Increase by 9%	Inspection	Annually
	Documentation deliverable	Secure and confidential patient information AQL: 100% patient information is secured and confidential	Inspection	Monthly
	A/R Days	Correct and resubmit claims online AQL: Reduce by 50%	Inspection	Monthly
	Claims	Status of claims AQL: Processed within 30 days of receipt	Report	Monthly
	Duplicate Claims	Detect duplicate claims AQL: Corrected within 30 days	Report	Monthly
	Compliance Issues	Compliance issues AQL: Reduce by 80%	Report	Annually
	Adjudication rates	Increase adjudication rates AQL:	Inspection	Monthly
	Calls Received	Calls answered within 30 seconds AQL: 90%	Report	Monthly
	Emails or Web Inquiries Received	Responded to emails and web inquiries within 24 hours AQL: 90%	Report	Monthly

*Performance Work Statement
Claims Processing Services for Provider Relief and Protection Fund*

	Voicemails Received	Respond to voicemails within 24 hours AQL: 100%	Report	Monthly
	Abandon Call Rate	Number of received calls abandoned AQL: Less Than 3%	Report	Monthly
	Average Customer Satisfaction (As Measured by Post-Call Survey)	Average Customer Satisfaction AQL: Greater Than 90%	Report	Monthly

NOTE: This a sample. QASP submitted with proposal shall be commensurate to Final Performance Work Statement (PWS).



DEPARTMENT OF HEALTH AND HUMAN SERVICE
LETTER CONTRACT BETWEEN THE HEALTH RESOURCES AND SERVICES
ADMINISTRATION

AND

UNITED HEALTHCARE SERVICES, INC.

DATE: April 16, 2020

ISSUED BY: Health Resources and Services Administration
Office of Acquisition Management and Policy
5600 Fishers Lane, 14W-26
Rockville, MD 20874

CONTRACTOR: United HealthCare Services, Inc. (UHC)
9900 Bren Rd E
Minnetonka, MN 55343-9664

SUBJECT: Letter Contract for COVID-19 Testing and Treatment Assistance Program, which will reimburse health care providers for serving the uninsured.

CONTRACT NUMBER: 75R60220C00005

CONTRACT EFFECTIVE DATE: April 16, 2020

This Letter Contract forms a preliminary agreement between the Health Resources and Services Administration and United Healthcare Services Inc. Issuance of this Letter Contract authorizes the Contractor to immediately begin the activities necessary to perform the requirements for COVID-19 Testing and Treatment Assistance Program, which will reimburse health care providers for serving the uninsured. The statutory authority for this Performance Work Statement is found in the Public Health and Social Services Emergency Fund for activities authorized under section 2812 of the Public Health Service Act (42 U.S.C. 300hh-11), as described in subsection (a) (3) (D) of such section 2812, for health services consisting of SARS-CoV-2 or COVID-19 related items and services as described in paragraph (1) of section 6001(a) of division F of the Families First Coronavirus Response Act. In furtherance of this effort, the parties will work in

good faith to negotiate a Fixed Price definitive contract in accordance with the Advanced Understandings set forth in Attachment 1.

ACCOUNTING AND APPROPRIATION DATA:

Requisition#	Appropriation	CAN	Object Class	AMOUNT
HRS257498	75-X-0140	370 COVE	25235	\$1,550,000
HRS257498	75-X-0140	370 CO3C	25235	\$1,550,000

1. FAR 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing one electronic copy of the contract and returning them to the Contracting Officer not later than April 16, 2020. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

2. FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 3,100, 000 dollars.
- b) The maximum amount for which the Government shall be liable if this contract is terminated is 1,000,000 dollars.

3. FAR 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

A Firm Fixed Price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Firm Fixed Price proposal, including data other than certified cost or pricing data, and certified cost or pricing data in accordance with FAR 15.408, Table 15-2, supporting its proposal.

- a) The schedule for definitizing this contract is

Receipt of contractor's proposal	45 days after receipt of Letter Contract award	Monday, June 1 2020
Negotiation start date	15 days after receipt of proposal	Tuesday, June 16, 2020
Definitization	within 90 days of Letter Contract award	Monday, July 20, 2020

- b) If agreement on a definitive contract to supersede this Letter Contract is not reached by the target date in paragraph (b) of this section, or within any extension granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to FAR 52.216-24, Limitation of Government Liability clause.
- 1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—
 - i. All clauses required by the FAR on the date of execution of this Letter Contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - ii. All clauses required by law as of the date of the Contracting Officer's determination; and
 - iii. Any other clauses, terms, and conditions mutually agreed upon.
 - 2) To the extent consistent with paragraph (c) (1) of this section, all clauses, terms, and conditions included in this Letter Contract shall continue in effect, except those that by their nature apply only to a letter contract

4. FAR 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)

- a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:
 - 1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.
 - 2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
 - 3) Eighty-five percent of all other approved costs.
- b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation

(FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

- c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.
- d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes –
 - 1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - 2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –
 - i. Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
 - A. In accordance with the terms and conditions of a subcontract or invoice; and
 - B. Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - ii. Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;
 - iii. Direct labor;
 - iv. Direct travel;
 - v. Other direct in-house costs; and
 - vi. Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - 3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.

- e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be:
 - 1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or
 - 2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers

5. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates 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.

Other clauses and provisions applicable to this letter contract are hereby incorporated. (See Attachment 2).

6. ADMINISTRATION:

Following are the Government Representatives and their respective roles and responsibilities on this contract:

a. Contracting Officer

As defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and in accordance with FAR 1.602-1, Authority, "Contracting officers have authority to enter into, administer, and/or terminate contracts and make related determinations and findings." There is no other authorized representative or any other Administrative Contracting Officer assigned to this contract to carry out a Contracting Officer's duties, except for technical direction assigned to the Contracting Officer's Representative, if applicable.

The Contracting Officer is:
Name: Shirley Karver
Phone: 301-443-0136
Email Address: skraver@hrsa.gov

The overall administrative responsibility for this contract lies in the **Chief of Contracting**, Carolyn Taylor, ctaylor@hrsa.gov (301) 443-6508.

b. Contract Specialist

Notwithstanding any of the other provisions of this Contract, the Contract Specialist will assist the Contracting Officer with his/her responsibilities as defined in the FAR.

The Contract Specialist is:
Name: Russell Grabill
Phone: 301-443-1798
Email Address: rgrabill@hrsa.gov

c. Contracting Officer's Representative

The Contracting Officer's Representative (COR), as defined in FAR 2.101, Definitions, is:
Name: Robyn Ashton
Phone: 301-443-3416
Email Address: rashton@hrsa.gov

In accordance with FAR 1.602-2(d), Responsibilities, the COR's delegated responsibilities are identified in the Contracting Officer's appointment memorandum, a copy of which will be furnished to the contractor.

Technical direction must be within the general scope of the work stated in the contract. The term "technical direction" is defined to include, without limitation, the following:

1. Directions to the Contractor which direct the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual technical requirements as identified in the Performance Work Statement; or
2. Provision of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

The COR does not have the authority to:

1. Make changes to contract terms and conditions;
2. Direct the contractor to perform work or make deliveries not specifically required under the contract;
3. Waive or relax the Government's rights with regard to the Contractor's compliance with the specifications, price, delivery or any other terms or conditions of the contract;
4. Make any commitments or approve any actions that would create any financial obligation on the part of the Government; or
5. Issue direction that constitutes a "change" as defined in:

FAR 52.243-1, Changes – Fixed Price;
FAR 52.243-5, Changes and Changed Conditions.

All technical direction shall be issued in writing by the COR or, if issued verbally, shall be confirmed in writing by the COR within five (5) business days after issuance. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR within the scope of his/her authority.

If, in the opinion of the Contractor, any instruction or direction issued by a Government representative constitutes a change to the contract or constitutes a "Change Order" as defined in FAR 2.101, Definitions, the Contractor shall follow the instructions identified in FAR 52.243-7 Notification of Changes

d. Payments

Payments will be made by Program Support Center (PSC) DFO Accounting Operations 12501 Ardennes Avenue, Suite 200, Rockville, MD 20852. (See Attachment 3)

7. ORGANIZATIONAL CONFLICT OF INTEREST (OCI):

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). The Contractor shall make an initial report of any actual or potential conflicts of interest within ten (10) business days of execution of the Letter Contract. 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.

8. SIGNATURE PAGE FOR HRSA LETTER CONTRACT:

This instrument has been negotiated pursuant to Section 3304(a) (2) of Title 41 U.S. Code. Your acceptance of this Letter Contract number 75R60220C00005 is indicated by execution of the signature line below. Upon acceptance by your company, one signed copy of this document shall be returned to the Contracting Officer.



(Contractor's Signature)

Daniel J. Schumacher
President & COO, Optum, Inc.,
United HealthCare Services, Inc.
9900 Bren Rd E
Minnetonka, MN 55343-9664

(Contracting Officer Signature)

Shirley Karver
Health Resources and Services Administration
Office of Acquisition Management and Policy
5600 Fishers Lane, 14W31
Rockville, MD 20874

- Attachment 1 – Advanced Understandings
- Attachment 2 – Terms and Conditions
- Attachment 3 – Invoicing instructions
- Attachment 4 – Performance Work Statement

ADVANCED UNDERSTANDINGS

The following reflects the parties' intention and agreement with respect to the Letter Contract and any definitized contract related thereto, and shall take precedent over any conflicting terms in the Letter Contract:

a. General

The parties acknowledge and agree that the situation around COVID-19 is highly dynamic, evolving rapidly, and subject to significant uncertainty. The Letter Contract is being executed on an expedited timeline to meet an urgent and compelling government need without the benefit of prior negotiation. Thus, the parties will negotiate in good faith to ensure that the definitized contract reflects an appropriate allocation of risk and responsibility and that it is consistent with the proposal submitted by UnitedHealth Services (UHC) on April 15, 2020 ("April 15 Proposal").

b. Contract Price and Terms

The definitized contract shall contain Firm Fixed Price CLIN for each component of the price proposal (e.g., Technical Implementation Fee, Transaction Fees). The parties acknowledge and agree that HHS/HRSA is responsible for the cost of payments that UHC makes to health care providers under the Letter Contract and any definitive contract. In furtherance of that understanding, the definitized contract shall contain a mechanism for HHS/HRSA to pay UHC for all such costs on a pass-through basis. Notwithstanding this reimbursement arrangement, the parties agree that the definitive contract shall be considered a Firm Fixed Price contract. The parties agree that the definitized contract will reflect clauses required by the Federal Acquisition Regulation ("FAR") for Firm Fixed Price contracts, and the parties agree to amend the Terms and Conditions of Attachment 2 in accordance with the final contract type.

HHS's payment of the costs associated with UHC's payments to claims submitted by the health care providers shall not be considered fees.

c. Commercial Item Status

The services provided by UHC the Letter Contract and any definitized contract constitute commercial item services, and the terms of any definitized contract, including the Terms and Conditions of Attachment 2, will reflect that understanding.

d. Certified Cost or Pricing Data

UHC will not be required to submit certified cost or pricing data in support of its Firm Fixed Price proposal.

e. Performance Work Statement

The parties will negotiate the Performance Work Statement in the process of contract definitization to fairly reflect the proposal submitted by UHC on April 15, 2020.

f. Use of Affiliates

UHC may use one or more of its affiliates in performing the scope of work under the Contract. To the extent deemed necessary by UHC, the parties agree that that UHC may Novate or Assign this contract to one of its affiliated entities using an appropriately tailored application and approval process.

g. Reliance on Health and Human Services Direction and Data

HHS/HRSA will review and approve or concur with UHC's work, including its methodologies and approaches, in carrying out the services. In order to complete the services, UHC will rely on HHS's timely cooperation, including HHS/HRSA making available relevant data, information and personnel; performing any tasks or responsibilities assigned to HHS; and notifying UHC of any issues or concerns that HHS/HRSA may have relating to the services provided.

HHS/HRSA assumes complete responsibility for the accuracy and sufficiency of the information and data provided to UHC.

h. Limitation of Contractor Liability

UHC's total liability under the Letter Contract and any definitized contract shall be limited to the total Firm Fixed Price fees that UHC earns from the Government under the contract(s).

UHC's services do not constitute policy advice. UHC's services do not supplant HHS/HRSA's management, policy-making, or decision-making functions. HHS/HRSA is solely responsible for its decision (including policy decisions), use of the deliverables and any other materials received pursuant to this Letter Contract, and compliance with applicable laws, rules and regulations. HHS/HRSA acknowledges and agrees that it retains ultimate and sole responsibility for the agency's decisions regarding reimbursement of claims filed by health care providers.

To the extent permitted by law and the other terms of this contract, except in the event of gross negligence or willful misconduct by Contractor, Contractor shall be reimbursed by HHS/HRSA for any costs or other losses associated with third party litigation or other judicial proceedings related to the Letter Contract or any definitized contract(s). Contractor will give prompt notice to HHS/HRSA of any such third party proceedings. The parties agree to cooperate with each other throughout such proceedings. Should the contractor incur legal expenses or other costs, including fees, fines or damages, related to any claim, actions or demands related to the performance of this contract, which arise, in whole or in part, from any actual or alleged act and/or omission of Government, or pursuant to a judicial or administrative proceeding, those expenses would be allowable to the extent authorized by FAR § 31.205-47, "Costs related to legal and other proceedings."

i. Privacy Act

The parties agree to work together to minimize any cost impact of the Privacy Act, 5 U.S.C. § 552a.

j. Authority to Operate

HHS/HRSA agrees to utilize the same protocols currently in place under Contract 75R60220C00006, with the purpose of expediting solution delivery and avoiding system development costs.

TERMS AND CONDITIONS

1. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CONTRACT CLAUSES

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

The contract incorporates 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. In addition, the full text of a clause may be accessed electronically at <http://www.acquisition.gov/far/>.

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.202.1	Definitions	Nov 2013
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	Sep 2006
52.203-7	Anti-Kickback Procedures.	May 2014
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.	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct.	Oct 2015
52.203-14	Displayed of Hotline Poster(s)	Oct 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	Apr 2014
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-7	System for Award Management	Oct 2016
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Oct 2016
52.204-13	System for Award Management Maintenance.	Oct 2016

52.204-14	Service Contract Reporting Requirements	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
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.	Oct 2015
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
52.210-1	Market Research	Apr 2011
52.215-2	Audit and Records—Negotiation	Oct 2010
52.215-8	Order of Precedence—Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modification	Aug 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	Oct 2010
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	July 2005
52.215-19	Notification of Ownership Change	Oct 1997
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment	Aug 2018
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-9	Small Business Subcontracting Plan	Aug 2018
52.219-16	Liquidated Damages—Subcontracting Plan	Jan 1999
52.222-3	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sept 2016
52.222-35	Equal Opportunity for Veterans	Oct 2015
52.222.36	Equal Opportunity for Workers with Disabilities	Jul 2014
52.222-37	Employment Reports on Veterans	Feb 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.227-14	Rights in Data—General	May 2014
52.227-16	Additional Data Requirements	June 1987

52.228-7	Insurance–Liability to Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Oct 2015
52.230-3	Disclosure and Consistency in Cost Accounting Practices	Oct 2015
52.230-6	Administration of Cost Accounting Standards.	June 2010
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
52.232-33	Payment by Electronic Funds Transfer— System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes Alternate I	May 2014 Dec 1991
52.233-3	Protest after Award Alternate I	Aug 1996 June 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2014
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-5	Payments to Small Business Subcontractors.	Jan 2017
52.242-13	Bankruptcy	July 1995
52.243-1	Changes-Fixed Price	Aug 1987
52.244-2	Subcontracts	Oct 2010
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Nov 2017
52.245-1	Government Property	Jan 2017
52.246-25	Limitation of Liability—Services	Feb 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms.	Jan 1991

FAR 52.244-2 Subcontracts (Oct 2010)

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 contractor 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 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 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 any 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 2.252-6 Authorized Deviations in Clauses (Apr 1984)

- 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.

**Department of Health and Human Services Acquisition Regulation (HHSAR)
(48 CFR Chapter 3) (<http://www.hhs.gov/regulations/hhsar/>)**

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

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/guide-lines-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.

Information Security

All HRSA and CMS information shall be protected from unauthorized access, use, disclosure, duplication, modification, diversion, or destruction, whether accidental or intentional, in order to maintain the security, confidentiality, integrity, and availability of such information. Therefore, if this contract requires the contractor to provide services (both commercial and non-commercial) for Federal Information/Data, to include any of the following requirements:

- Process any Information/Data; or

- Store any Information/Data (includes “Cloud” computing services); or
- Facilitate the transport of Information/Data; or
- Host/maintain Information/Data (including software and/or infrastructure developer/maintainers); or
- Have access to, or use of, Personally Identifiable Information (PII), including instances of remote access to, or physical removal of, such information beyond agency premises or control,

HIPAA Clause

All Protected Health Information (PHI), as defined in 45 C.F.R. §160.103, that is relevant to this Contract, shall be administered in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," 42 U.S.C. § 1320d), as amended, as well as the corresponding implementing regulations and this HIPAA Business Associate Clause.

INVOICING INSTRUCTIONS

I. INTRODUCTION

These instructions reflect the standards of the Health Resource and Services Administration (HRSA) for adequately prepared requests for payment. Prompt payment of your claims will be promoted by your compliance. All requests for payment submitted under this contract are subject to audit; therefore, all costs claimed must be adequately supported by accounting records and other data that can be audited.

II. SUBMISSION INSTRUCTIONS:

1. The Contractor shall submit payment requests to hrsainvoices@hrsa.gov as often as monthly using the Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal. The SF 1034 must be submitted in PDF format. [An electronic copy of the SF1034 in PDF format may be found at www.gsa.gov/portal/forms/download/115462](http://www.gsa.gov/portal/forms/download/115462) .
2. Only one SF 1034 may be submitted at a time to hrsainvoices@hrsa.gov. An e-mail with more than one voucher will be returned to you.
3. For inquiries regarding voucher submission, e-mail your concerns to hrsainvoices@hrsa.gov.
4. For inquiries regarding technical issues, inspection and acceptance call your Contracting Officer Representative (COR).
5. For inquiries regarding suspension or rejection of costs submitted, call your Contract Specialist.
6. For inquiries regarding payment, call Accounts Payable Section at (301) 492-5233.

Payment shall be made by:

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

III. VOUCHER SUBMISSION INSTRUCTIONS:

A. **Forms**—In claiming reimbursement use: The Standard Form (SF) 1034, *Public Voucher for Purchases and Services Other Than Personal* (with continuation sheet SF 1035) *Public Voucher for Purchases and Services Other Than Personal*. The billing content must include all applicable information contained below:

Expenditure Category	Incurred Cost		Cost at Completion (k)	Amount Funded (l)	Variance (m)
	Current (i)	Cumulative (j)			
Direct Costs:					
(1) Direct Labor/Hourly Rate					
(2) Fringe Benefits					
(3) Accountable Property					
(4) Materials & Supplies					
(5) Premium pay -if applicable					
(6) Consultant Hourly Rate					
(7) Travel					
(8) Subcontracts					
(9) Other					
Total Direct Costs					
Overhead					
G&A					
Fixed Fee					
Total Amount Claimed					
Adjustments					
Grand Totals					

B. **Number of Copies**— See Section G, Contract Administration-Submission of Vouchers, for information on how to submit your voucher.

- C. **Time for Submission**–Vouchers may be submitted at the beginning of each calendar month for costs incurred during the preceding month. Costs incurred earlier than the preceding month, but not previously billed for, may be included, but the amount and month(s) in which such costs were incurred must be stated in the voucher.
- D. **Resubmission of Costs**–Costs resubmitted after being disallowed should be claimed in a separate public voucher and marked "Resubmission of Costs". It must be numbered as an addendum to the original invoice/voucher and have a revised date. It should include the amount not allowed, supporting documentation, and corrections as required.
- E. **Cost Incurrence Period**–Costs must be incurred and the dates of the related "billed for" period must fall within the contract performance period as set forth in the original contract and any amendments thereof.
- F. **Contractor's Fiscal Year**–Vouchers should be prepared in such a manner that costs claimed can be associated or identified with the contractor's fiscal year. This will ensure proper application of an indirect cost rate(s) to the direct costs of a particular fiscal year.
- G. **Supporting Documentation**–Vouchers shall include all documents/receipts that support each cost incurred and claimed on the voucher.
- H. Vouchers or supporting documentation shall be prepared in such a manner that it is apparent whether an activity is fully or partially funded by federal funds or by other funding sources.
- I. Vouchers or supporting documentation shall be prepared in such a manner that costs incurred are allocated to the lowest level of subtask that can be determined.

IV. PREPARATION GUIDE

A. **Completion of Form 1034** –Supply the following information in the appropriate blocks. Complete the blocks entitled: Voucher No., U.S. Department, Bureau, or Establishment and Location, Date Voucher Prepared, Contract Number and Date, Payee's Name and Address, Number and Date of Order, Date of Delivery of Service, Articles or Services, Amount, and Total. Leave all other blocks blank.

Be sure to include the signature of the officer authorize to certify that the voucher is correct and proper for payment.

Instructions:

- 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, 14th Floor
Rockville, MD 20857
- In the block entitled, *Date Voucher Prepared*, enter the date the voucher is prepared.
- In 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, enter the contract number against which the task order was issued.
- 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 task order.
- 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 the following statement:
“For reimbursement of costs incurred under Contract No ____, as detailed in attachments.” 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.

B. Completion of Summary of Expenditures—This page follows directly behind the Form SF 1034 and contains two main categories of information: 1) gross summary of costs by category showing amount previously claimed, amount claimed under this voucher, and cumulative through this voucher and 2) necessary certifications and signature.

1. *Gross Summary*—include only major categories of costs in the order illustrated.

2. *Certifications and Signature* are illustrated in Exhibit B. The *Certification of Costs/Fee* is mandatory; the *Price Stabilization Certification* is required only when called for in the *Submission of Invoices and Place of Payment* article of the contract. The next page in order should be the SF 1035.

C. Completions of Form 1034—On the “Detail” Form 1035, provide a breakdown to support the total amount cited in both Form 1034 and *Summary of Expenditures*. The purpose of the detailed information is to assist the HRSA Contracting officer and program personnel in relating costs incurred to work performed. The several categories of cost will be itemized and described as follows:

1. *Direct labor* costs consist of salaries and wages paid for work performed directly for the contract and pursuant to its terms. Such labor costs (excluding fringe benefits and overtime premium pay) will be billed as follows:

- Provide the job title or classification of the worker and provide for each classification: the number of hours worked, the hourly rate, and the total wage or salary. The name of the worker should be provided, but when a great number of routine workers are involved, the position classifications only will suffice.

The cost of direct labor charged to the contract must be supported by time records maintained in the contractor’s office; if salaries are involved, reasonable estimates on a post basis may be used in lieu of time records.

2. *Fringe benefits* are to be treated according to the contractor's established practice:

- If fringe benefits, bonuses, etc. are included in the overhead pool, no specific entry is required.
- Fringe benefits can be treated as direct costs, in which case enters the fringe benefits expressed as a percentage factor of the direct labor base or show the Actual Fringe Benefits cost.

3. *Materials and supplies* should include only those items that the contractor normally treats as "direct costs". Bill these costs under major classifications or categories such as office supplies, chemicals, electronics parts, etc., unless any one particular item within a class exceeds **\$300.00**, in which case all such item(s) exceeding \$300.00 must be specifically identified. **Note:** *Under no circumstances shall any item of non-expendable equipment be included within these classifications (see 8 below).*

4. *Premium pay* of any kind (including overtime) must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay cause frequent delays in payment due to suspensions and exchange of correspondence. Generally, such pay is not included in the direct labor base and should not be included in the billing for "direct labor" unless the contractor has consistently followed this practice in the past as a matter of policy. Make entries as follows:
 - a. In *Summary of Expenditures* –List as a single item.
 - b. In SF 1035–itemize for each position or job category referencing the Contracting Officer's (CO) letter of authorization. **Note on Special Authorizations:** According to the contract, certain costs require specific authorization in writing by the CO. Whenever, the voucher includes costs pursuant to CO authorization, include for example, the reference: "CO letter (date)" or "approval number 57/74/115" if the CO cites said number in his letter.
5. *Travel*, as authorized by the contract, shall include the following in the SF 1035.
 - a. Travel by contractor shall provide:
 - Name of traveler or title
 - Dates of departure and return to departure point
 - Transportation costs
 - If claim for subsistence is on per diem basis, show number of days, rate, and amount, as authorized in contract. If claim is based on actual cost of subsistence, show on a daily basis the amounts claimed for lodging and meals separately.
 - References to Contracting Officer's letter of authorization if approval is necessary
 - b. Travel by consultants shall provide detail similar to contractor travel above.
6. *Consultant fees* must reflect each consultant's name, daily honorarium, and number of days claimed. Travel for consultants (if applicable) must be itemized separately.
7. *Subcontract* requires the name of each subcontractor involved and the dollar amount claimed. Costs claimed by cost reimbursement subcontractors must be on an "as incurred" basis and subcontractor backup information similar to the SF 1035 must be obtained and attached for each subcontractor.

8. *Equipment* is an article of personal property, complete in itself, that is of a durable nature with an expected service life of one year or more. Equipment does not ordinarily lose its identity or become a component part of another article when put to use. For the purposes of invoicing and reporting under HRSA contracts, the definition of *non-expendable property* and equipment are equivalent because the HRSA definition of non-expendable property does not include a dollar limitation.

(The standard definition of "non-expendable property" considers items costing \$200.00 or more—excluding transportation, installation, taxes—with a useful life of a year or more and property sensitive to conversion to private use (no cost limit).

Therefore, when billing for non-expendable property (equipment) costs, the Contractor must attach five (5) copies of a completed form, HEW 565 *Report of Non-expendable Government Property in Possession of Contractor*, to the original invoice copy. The Contractor will retain the sixth copy. Only that property being billed for during the applicable billing period shall be included in the HEW 565. In addition, one (1) copy of each vendor invoice covering purchased property shall be attached to the original invoice.

9. *Overhead* will be charged in accordance with your organization's negotiated provisional indirect cost rate agreement. Absent such rate agreement, the overhead will be charged at the provisional rate(s), not to exceed the ceiling provisional rate(s), established at negotiation and made part of the award.
10. *Other direct costs* are minor costs that cannot be placed within any of the categories listed above. Identify by categories to the extent both possible and reasonable.
11. *Fixed fee*, when applicable, should be billed by prorating the negotiated total fixed fee to costs incurred. Applying a fee percentage to the fee base will achieve this effect. Refer to the contract provisions for guidance.

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

NON-DISCLOSURE AGREEMENT

WHEREAS, the United States Department of Health and Human Services, Health Services and Resources Administration (HRSA) entered into a Contract, dated April 16, 2020, with United HealthCare Services, Inc., on behalf of itself and its affiliates (UHC);

WHEREAS, in advance of the Contract, UHC submitted technical approaches to the solution sought under the Contract.

NOW, THEREFORE, in consideration of UHC's promise to enter into the Contract, UHC agrees not to disclose outside the Government of the United States any information that UHC may learn by viewing or accessing the data file, except as may be required by law and as may be required to perform its duties under the Contract, except UHC will not release any information to any entity not a party to this Agreement unless required by law; and

The parties agree that any information UHC provides in connection with the Contract is considered by UHC to be competitively sensitive, confidential and proprietary business information subject to the protection of the Procurement Integrity Act and exempt from disclosure under the Freedom of Information Act. The information provided by UHC covers its slide deck proposal submitted April 10, 2020.

This Non-Disclosure Agreement sets forth all of the promises, agreements, conditions, understandings, warranties, and representations between the parties hereto with respect to the subject matter hereof, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, between them other than as set forth herein with regard to such subject matter.

This agreement shall be governed by the laws of the United States.

Signed for and on behalf of
United HealthCare Services, Inc.

By

Payman Pezhman
Secretary and Authorized Signatory

Signed for and on behalf of
HRSA

By

Thomas J. Engel
HRSA, Administrator

PERFORMANCE WORK STATEMENT

COVID-19 Claims Reimbursement for Testing and Treatment to Health Care Providers Serving the Uninsured

April 16, 2020

1. 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 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, have taken preventive and proactive measures to slow the spread of the virus and treat those affected, including 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 March 18, 2020, the Families First Coronavirus Response Act (FFCR) (P.L. 116 - 127) became law. The FFCR 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. The FFCR provided HHS with \$1 billion from the Public Health and Social Services Emergency Fund (PHSSEF) to allow provider reimbursements for COVID-19 testing-related activities for uninsured patients.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (P.L. 116 – 136) became law and amended the Families First Coronavirus Response Act, specifying coverage and pricing of diagnostic coronavirus testing. The CARES Act also provided HHS with \$100 billion under the PHSSEF, to administer a “Provider Relief and Protection Fund” (PRF) to reimburse eligible health care providers for health care related expenses or lost revenues that are attributable to coronavirus. On behalf of HHS, HRSA is administering reimbursement activities for both the COVID-19 testing for the uninsured and PRF resources.

HRSA will coordinate and align COVID-19 testing-related funding and a portion of PRF funding to support provider reimbursement to cover coronavirus-related testing and treatment for the uninsured. HRSA will award a contract to a vendor who will make payments directly to eligible providers beginning in May. Payments will be made on a rolling basis directly to eligible providers for claims that are attributable to testing and treatment of the COVID-19 for uninsured individuals. Applicants will agree to accept reimbursement as payment in full and not subsequently balance bill patients. Applicants will attest/certify to eligibility, allowable costs, and availability of records. HRSA will disburse funds allocated to the “COVID-19 Claims Reimbursement for Testing and Treatment to Health Care Providers Serving the Uninsured” until all funds are expended.

The services covered are as follows:

- *In vitro* diagnostic products (as defined in section 809.3(a) of title 21, Code of Federal Regulations) for the detection of SARS-CoV-2 or the diagnosis of the virus that causes COVID-19 that are approved, cleared, or authorized under section 510(k), 513, 515 or 564 of the Federal Food, Drug, and Cosmetic Act, and the administration of such *in vitro* diagnostic products.
- Items and services furnished to an individual during health care provider office visits (which term in this paragraph includes in-person visits and telehealth visits), urgent care center visits, and emergency room visits that result in an order for or administration of an *in vitro* diagnostic product described in paragraph (1), but only to the extent such items and services relate to the furnishing or administration of such product or to the evaluation of such individual for purposes of determining the need of such individual for such product and to the provision of the test results to the patient if a test was administered.
- Treatment of uninsured individuals for possible or actual cases of COVID-19.

2. PURPOSE/GENERAL DESCRIPTION

HRSA will be issuing a contract to process and pay claims for health care provider office visits and point of care testing, urgent care center visits and point of care testing, emergency room visits and point of care testing, labs, and treatment and any health care entity covered under the Families First Coronavirus Response Act that provides COVID-19 testing, as amended by the Coronavirus Aid, Relief, and Economic Security Act (P.L. 116 – 136), and related medical visits to uninsured patients. In addition, the contract will cover claims reimbursement for treatment for the uninsured, who either have or are presumed to have coronavirus, through the PRF as established in the CARES Act.

The scope of this activity may include:

1. Project Management
2. Intake Electronic and Paper Claims
 - a. Electronic Data Interchange
 - b. Paper Claim Intake, Scanning, and Optical Character Recognition
3. Claim Adjudication
 - a. Paper Remittance Advice
 - b. General Claims Processing
 - c. Back-End Processing
 - d. Remittance Advice and Explanation of Benefits
4. Provider Customer Service Program
 - a. Education and Outreach
 - b. Call Center
5. Provider Payment and Integrity
6. Security

PROBLEM STATEMENT

How will providers be reimbursed for provider office visits and point of care testing, urgent care center visits and point of care testing, emergency room visits and point of care testing, laboratory tests and treatments covered under the Families First Coronavirus Response Act for COVID-19 services for uninsured patients?

How will providers be reimbursed for health care expenses related to the treatment of uninsured patients who either have or are presumed to have coronavirus, as covered under the CARES Act?

3. PERIOD OF PERFORMANCE/PLACE OF PERFORMANCE

3.1 Period of Performance

Base Period: 12 months from date of award

3.2 Place of Performance

The Contractor shall perform the work under this contract off-site, primarily at the contractor's facilities.

4. Assumptions

Contract shall have the following technical assumptions when developing the Claims Processing Services for COVID-19 Testing and treatment related medical visits for the Uninsured Patients.

1.1. Assumptions

- This is a National contract for all providers to submit and receive payment on COVID-19 visits (Evaluation/Management codes-ICD-10 codes) and lab tests for the virus for the uninsured patients.
 - DESCRIBE the DATA that you will use to validate the provider.
- All systems leveraged for this program are hosted **XXXXXXXXX WHERE DO YOU PLAN TO HOST.**
- 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 Medicare National Rates with no adjustments based on locality. Healthcare Common Procedure Coding System (HCPCS) shall be used to determine fee for covered services.
- The payment for treatment costs related to COVID-19 will be covered and paid at Medicare National Rates with no adjustments based on locality using **CMS codes XXX– Codes will need to be added after discussion with 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.*
- HHS may require an independent ATO for this system which will not be feasible to execute fully in order to meet the timelines being proposed.
 - A provisional ATO may be required in the interim and Contractor will work to address any gaps between existing ATO's and any required for this program
 - 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 post-payment analytics and review
 - The website address may be UninsuredCovidClaims.HRSA.gov pending availability and registration with .gov.
 - 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
 - Health care provider attestation
 - Name (First & Last)
 - Date of Birth
 - Gender
 - Patient Account Number
 - Date of Service
 - Contractor will review patient information against deceased records as a pre-payment activity.
 - 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
- 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 Optum Bank as the banking entity.

5. TASKS

The contractor shall perform the following tasks:

Task 1 Project Management

1.1 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's Representative (COR). The point of contact shall be responsible for ensuring that the services and deliverables required by HHS are provided in accordance with the contract.

1.2 Kickoff Meeting

The contractor shall meet with the COR and other HHS 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 provide a draft project management plan and timeline, updated roster of key personnel, a roster of all personnel and roles, signed Non-Disclosure Agreements, and proposed communication schedule/plan. The contractor shall submit detailed minutes of the meeting to the COR within one week.

The objectives of the kickoff meeting are to:

1. Initiate the communication process between HHS and the contractor by introducing key project participants and identifying their roles.
2. Ensure the contractor understands the expectations of key stakeholders regarding the scope of work and the effort described in this contract, including task requirements and objectives.
3. Discuss critical aspects of the Project Management Plan (PMP) and deliverables.
4. Review communication ground rules.
5. Define a roadmap to a successful project.
6. Provide a live demonstration of the system

1.3 Conference Calls

The contractor shall chair weekly/bi-weekly conference calls with the COR and HHS 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. The contractor

shall also provide project updates and ad hoc reports as requested by the COR. Ad hoc meetings will be scheduled as necessary.

1.4 Monthly Status Report

The contractor shall submit monthly progress reports by the 15th of each month to the COR.

1.5 Final Report

The contractor shall submit a final report 30 days prior to the end of the period of performance that includes all project accomplishments and recommendations.

The contractor shall submit a final payment reconciliation report, return unobligated funds to HHS, and close out the bank account.

1.6 Documents

The contractor shall develop and submit the following project management documents to the Contracting Officer's Representative (COR):

- Integrated Project Management Plan, which include payments and reconciliation activities
- Business requirements documents with visual business workflows for the overall process
- Payment Methodology
- Systems Plan
- Systems Security and Privacy Artifacts

1.7 Performance and Quality Metrics

The contractor shall work with the COR to develop and implement contractor performance and quality metrics. The COR will evaluate the contractor using these metrics on a quarterly basis. The contractor will provide HHS frequent updates on the types, quantities, and amount of procedure codes and total provider payments to ensure that the COVID-19 services for the uninsured reimbursement program aligns with appropriated funding streams and stays within the respective statutory funding limits.

1.8 Requirements

The contractor shall facilitate multiple requirements workshops to

- Provide multiple detailed demonstrations of the Claims processing process and contractor system with an end to end process.
- Document HRSA requirements for the COVID-19 claims processing
- Discuss and document technical requirements to establish a daily extract-transform-load (ETL) process from the contractor's accounting system and claims intake system to HRSA's Integrated Resource Management System (IRMS) Demonstrate the contractor system's reporting capabilities and document Reporting and analytics requirements for HRSA w.r.t. claims processing.

Task 2 Intake Electronic and Paper Claims

The Contractor shall:

2.1 Electronic Data Interchange

- Accept COVID-19 837 professional claims for the uninsured from EDI clearinghouses who have an existing Trading Partner ID with the contractor to minimize the number of paper claims to process.
- Establish a new contractor ID which will be used to identify and route claims from clearinghouses to the contractor's EDI front-end.
- Upon receipt of the EDI claim file, the trading partner shall be sent an EDI 999 acknowledgment transaction. The 277CA (claims acknowledgment transaction) responses will not be sent.
- Traditional EDI editing, including Common Edit Module edits, will be bypassed.
- Clearinghouses not enrolled with Contractor will be handled by a manual enrollment process as we expect this volume to be very low.

2.2 Paper Claim Intake, Scanning, and Optical Character Recognition

The contractor shall perform the following:

- Establish a dedicated P.O. Box and dedicated courier delivery to the contractor's Mail and Distribution location.
- Any paper claim received on an incorrect claim form or without the minimum patient information shall be rejected.
- Accepted claims shall be scanned and sent to the contractor's optical character recognition software. Scanned claims shall be reviewed and validated to ensure scanning accuracy and shall be shredded 30 days after validation.

2.3 Claims Intake Data Exchange

The contractor shall:

- Provide claims intake data extract file through EDI to HRSA's Integrated Resource Management System (IRMS) on a daily basis to allow HRSA to capture incoming claims data (including unique patients, unique providers, location of providers, individual claims, and CPT codes). This will allow HRSA to monitor frequency and volume of services rendered to meet anticipated reporting requirements.
- Be able to mask the data extract file to avoid PII intake.
- Create all required reports in contractor system for Claims monitoring, including COVID-19 testing and treatment related visits by service dates, provider, and location, and provide access to authorized HRSA staff.

Task 3 Claim Adjudication

The Contractor shall perform the following:

- Providers (or billing agents and clearinghouses on their behalf) send claims to a collection point that houses preprocessing functionality before entry into the adjudication systems.
- The adjudication system begins processing: claims edits for completeness, and check for duplicative services (benefit coordination).
- The claims that do not fail any edits are then approved for payment.
- Provide a capability in contractor system for HRSA to review the approved Claims
OR
Send the encrypted email version of the approved claims file for HRSA' review and approval.

3.1 General Claims Processing

The contractor shall perform the following:

- Most claims are processed automatically through the adjudication system and are usually resolved without requiring manual intervention on the part of the Contractor.
- Handwritten claims will not be accepted for processing.
- Provide the claims adjudication system to process payment with the exception of special circumstances, such as information on actual or potential duplicate billing.
- However, there will be instances where a claim that is submitted requires manual intervention on the part of the Contractor.
- Process a claim to the point of payment, denial, accurately, usually by operating adjudication system.
- Use optical character recognition (OCR) technology to enter legible paper claim forms unless the quantity of these forms drops to a level where OCR entry is no longer cost effective.
- Manual entry of claims should only be done on an exception basis.

3.2 Back-End Processing

- The contractor shall perform a back-end processing closes out the claim by sending notices to providers, hard copy checks, bank notices and financial data.

3.3 Remittance Advice

The contractor shall perform the following:

- Timely and accurately generate payment and deliver Electronic Remittance Advices (ERAs) to providers or their clearinghouses, billing agents, or other third party agents as directed by providers, and mail paper remittances via the USPS to those providers unable to accept or process ERAs.

Task 4 Provider Customer Service Program (PCSP)

The contractor shall:

- Establish a Customer Service Program:

Customer service addresses the ability to provide quality services effectively and to increase the overall level of customer service and satisfaction. In support of customer service, the Contractor shall do the following:

- a) Respond to provider telephone inquiries promptly, clearly, and accurately.
- b) Provide effective provider education to promote accurate billing.
- c) Maintain a high level of provider service and satisfaction through good communication and relationships with providers.

4.1 Provider Outreach and Education (POE)

- The contractor shall educate providers about the COVID-19 Uninsured Payment Program. POE may be delivered to groups, to individuals and through various media channels at the complete discretion of the Contractor.

4.1.1 Website

- The contractor shall establish a provider educational website, UninsuredCovidClaims.HRSA.gov. Initially the site will consist of 3 content items including claim form requirements, contractor contact information, and FAQs including general information around billing and reimbursement. Contractor shall develop additional FAQs based on inquiries received in the Call Center.
- The primary audience of the website will be the provider community serving the uninsured across the country. The site shall 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. Site content shall follow [Federal plain language guidelines](#).

4.1.2 Provider Education

The contractor shall perform the following:

- Education may be delivered to groups or to 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 may not include their logo on these materials.
- The Contractor shall 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 HRSA 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.
- Coordinate with appropriate 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.

4.2 Provider Contact Center (PCC)

The contractor shall:

- Establish and maintain a PCC to support Provider Inquiries regarding the claims or payment processing for COVID-19 Tests, Office Visits and treatment. The PCC shall respond to Provide Inquiries within 48 hours.
- Choose and implement contact center technology that demonstrates innovation and efficiency in providing excellent customer service. The PCC serves as the coordinating centerpiece for developing and managing the relationship with the providers.

4.2.1 Telephone Inquiries

The contractor shall:

- Respond to provider telephone inquiries in an accurate and consistent manner, from 08:00 a.m. to 08:00 p.m. Eastern Time. All calls shall be answered within XX minutes.
- Report on standard call center metrics such as average handle time, average hold time and average call length.
- Monitor provider contact centers to monitor a minimum of five (5) calls per Customer Service Representative (CSR) per month for Quality Call Monitoring (QCM) purposes.
- Be held accountable to performance standards and quality monitoring for all PCC telephone inquiries.
- Divide telephone inquiry staff into at least two levels of CSRs. First level CSRs shall answer a wide range of basic questions. Second-level CSRs will answer more complex questions.

Task 5 Provider Payment and Integrity

5.1 Payment System

The contractor shall:

- Provide payment system that manages all financial transactions.

The payment system shall:

- 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;
- Manage, maintain and report check payments;
- Be an auditable system of records for all financial transactions;
- Be capable of auditable funds control and management of all deposits and transactions;
- Have quality assurance and payment integrity capabilities to ensure payments are processed accurately and without duplication;
- Have separate interfaces for transferring files with HHS, the bank, and the Treasury/IRS to process payments, receivables, FPLP, 1099s, and remittance advices; *and*
- Have full and ad hoc reporting capability for all financial transactions and audits, and shall comply with all HHS security requirements.

5.2 Approved Bank Account

The contractor shall:

- Maintain a bank account capable of processing and managing all financial transactions and paper check payments.
- Sign a Tripartite Agreement with the bank and HHS/HRSA
- Fill out Direct deposit form,
- Create a new supplier account
- Coordinate a monthly banking services utilization report with the bank that details all transactions conducted through the account.
 - The contractor shall use the monthly utilization report to validate the total monthly utilization for the account. The bank shall submit a monthly invoice to HHS/HRSA for the total cost of the bank account.
 - The bank account shall be non-interest bearing and be restricted to receiving Treasury deposits, accounts payable and accounts receivable, and related financial transactions.
 - The contractor shall maintain a lockbox with the bank to receive payments from providers.
- Complete and sign a form that shall be sent to HHS/HRSA to establish a vendor account (also known as supplier site) in the UMFS system that identifies contractor's bank account. The Treasury will deposit funds into. The Treasury shall deposit funds into the bank account during each payment cycle; using these funds, the contractor shall disburse paper check payments.
- 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 outstanding checks.
- Return surplus funds received from providers due to voluntary returns to HHS on a monthly basis. Refunds shall include the principal, interest, total amount, total count and allowance.
 - To issue a refund, the contractor shall submit a new payment request in accordance with Task 5.11-Payment Request for Each Payment Cycle.

5.3 Financial Management and Reporting

The contractor shall:

- Provide the COR and the HRSA Office of Budget and Finance with financial reports and monthly bank statements.
- Provide documentation to the COR and the HRSA Office of Budget and Finance demonstrating that adequate internal control policies and procedures have been established by the contractor for all financial transactions conducted under this contract.
 - The contractor's internal controls shall comply with the A-123 assessment. As part of the revised Office of Management and Budget (*OMB Circular A-123 Management's Responsibility for Enterprise Risk Management and Internal Controls*), HRSA must take systematic and proactive measures to 1) develop and implement appropriate, cost-effective management controls for results-oriented management; 2) assess the adequacy of management controls in Federal programs and operations; 3) identify deficiencies; 4) take corresponding corrective action, and 5) report annually on management controls.

Given the emergent need and significance of the COVID-19 Uninsured Program, HRSA will perform testing of internal controls and assess risks to provide management with reasonable assurance of performance and payment integrity.

5.4 Accounting System Database

The contractor shall:

- Manage and operate an accounting system responsible for making payments.
 - Secure routine and ad hoc 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; and
 - Ensure disaster recovery capabilities.
- Operate and maintain accounting system.
 - Secure routine and ad hoc 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; and
 - Disaster recovery capabilities.
- Participate in workgroup sessions facilitated by HRSA and collaborate with 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 accounting system that provides details of all financial commitments, obligations, etc., posted to the General Ledger -
 - Either a direct database link from HRSA Integrated Resource Management System (IRMS) to the contractor's accounting system; or through a trusted and secure scheduled extract file process
 - HRSA's IRMS system will connect to the accounting system via database link one time per day on a daily basis in order to query the details of financial management activities
 - Specifics of the file structure, data elements, data dictionary, etc., to be provided 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.

5.5 Software Quality Control and Systems Development Management Plan

The contractor shall:

- Establish a culture and infrastructure that supports the practices needed to produce systems and services that meet requirements and satisfy HHS needs. The contractor’s quality improvement program shall include:
 - Procedures and standards for creating quality products from the beginning of the lifecycle process including elements such as:
 - ◆ Clear identification of quality roles, responsibilities and authorities within the organization;
 - ◆ A set of objective (both technical performance and business performance, as well as business impact) criteria to define the overall health of the systems;
 - ◆ Standard activities to review planning, analysis, and design deliverables that define a system; and
 - ◆ Practices and tools to verify and validate software release before delivery to HHS.
 - Ensure the project teams follow the standards of quality control that.
 - Ongoing work to improve software quality
 - ◆ Evaluate progress against the defined metrics;
 - ◆ Track and manage the source code quality;
 - ◆ Track functional defects (e.g., defect density) and execute strategies for efficient defect resolution. Recommend improvements for efficiency and effectiveness of the defect resolution process; and
 - ◆ Provide oversight and compliance reporting management for HHS systems under this contract development environment and to manage the process for code promotion.
- Develop a System Development Management Plan (SDMP) that describes its approach to software quality control and managing the software development lifecycle. This is a one-time deliverable that describes the contractor’s approach to software development to include:
 - The contractor’s quality control program (standards, roles, etc.);
 - Requirements management process;
 - Design and architecture process;
 - Source code management (environments, builds, etc.);
 - Change and configuration management;
 - Verification and validation of sprints and releases before delivery to COR; and
 - Templates for deliverables, including requirements documents and test plans.

5.6 Payment File Format

The contractor shall:

- Work with HHS/HRSA and designated project staff to develop a standardized payment file format. At a minimum, the file format shall include these payee identifiers, legal business name, Employer Identification Number (EIN)/ Tax Identification Number (TIN), Project ID, date, and amount; additional identifiers may include NPI, CCN, and business address as required by HHS.
 - HRSA for review
 - PSC for funding/treasury
 - PSC sends stuff to treasury every day, will include in normal transactions each day to treasury

5.7 Payment Files

The contractor shall:

- Provide HHS with a payment file for each payment cycle that includes the payees, identifiers, and payment amounts for at least five (5) business days prior to the payment submit date on the payment calendar. (file process: To HRSA for review then, PSC for funding/treasury; PSC sends information to treasury every day, will include in normal transactions each day to treasury)
- Develop a positive pay check issuance file to be sent to the bank for all checks issue during the payment cycle. The file shall be sent to the bank in a timely manner to ensure that checks presented for payment can be processed against it by the bank.
- Submit an expectations report to HHS for all returned checks.
- Scrub payment files against the Do Not Pay list to ensure payments are not deposited into these accounts.
- Notify the COR and HRSA Office of Budget and Finance when payees on the Do Not Pay list are identified on the payment file and these findings shall also be included in the exceptions report.

5.8 Payment Request for Each Payment Cycle

The Contractor shall:

- Send a payment request to the HRSA Office of Budget and Finance for approval and funds certification five (5) business days prior to the submit date during a payment cycle.
 - a. The payment requests shall provide the total funds requested.
 - b. After reviewing and approving 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. The payment request from the contractor shall include the gross

payment totals for the project, the contractor EIN associated with the project bank account, the contractor's legal business name, and the date of the request. Additional documentation to support the payment may be requested by HHS.

- c. Due to the potential for unanticipated changes in enrollment such as late entry by participants, incomplete banking information, and other circumstances, HHS shall require the contractor to be capable of completing payment cycles as requested by the contractor.

5.9 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 payment 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.

5.10 Positive Pay Check Files to the Bank

The contractor shall:

- Send the positive pay check issuance file to the bank.
- Mail the paper checks with the attached remittance advice to the recipient addresses in accordance with the check issuance file.
- Schedule sending the positive paycheck files to the bank to ensure that paper checks can be processed correctly by the bank within 48 hours of the Treasury deposit.
- Only pay issued checks that have been cleared at the bank using best practice procedures with the bank.

5.11 Payment Cycle Reconciliation and Reporting

The contractor shall:

- Reconcile paper check payments using the clears file from the bank that contains the list of all checks that have been processed by the bank.
- Notify HHS that payments have been made and provide information to HHS regarding

any undeliverable checks on the exceptions report. The exceptions report shall be sent to COR and HRSA Office of Budget and Finance on a monthly basis.

- Provide COR and HRSA Office of Budget and Finance with a summarized payment history of all payments.

5.12 IRS 1099s to Payees

The contractor shall:

- Prepare and send IRS 1099-MISC, in accordance with IRS regulations, 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.

5.13 IRS Backup Withholding

- The contractor shall apply backup withholding to affected payments in compliance with IRS and Treasury laws and regulations.

5.15 Patient Verification

The contractor shall:

- Review Provider Attestation Documents
- Review opportunity to do other prepayment verifications
- Use other health information and deceased patient information at the time of service
- Participate in post-pay verification of patients

5.16 Overpayment Recovery

The contractor shall:

- Coordinate with HRSA to development an overpayment program, including: overpayment identification, issuing demand letters, and collections.
- Comply with Federal overpayment rules and regulations.
- Report monthly on overpayments identified and collections.

Task 6 Security Requirements

The contractor shall:

A. Baseline Security Requirements

- 1) **Applicability.** The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:
 - a. 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.
- b. 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.
- 2) **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:
- a. 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.
- b. 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. 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.
- c. 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.
- d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.
- 3) **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, 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

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

- 4) **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: “...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:
- a. marked appropriately;
 - b. disclosed to authorized personnel on a Need-To-Know basis;
 - c. 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

- d. 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*.
- 5) **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.

See the HHS Standard for the Definition of Sensitive Information, for additional information in defining and protecting sensitive information.

- 6) **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 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 employee or subcontractor 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* policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. Section 641 (Criminal Code: Public Money, Property or Records); and
 - b. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- 7) **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- 8) **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.

9) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents to comply with contract deliverables as appropriate.

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

- a. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
- b. 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.
- c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and OpDiv-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).
- d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the COR *within thirty days of contract award*.
- e. 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 <http://csrc.nist.gov/publications/>. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

11) **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 OpDiv non-disclosure agreement 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.

12) **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – The Contractor shall assist the OpDiv 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.

- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the

OpDiv SOP or designee with completing a PIA for the system or information within *4-6 weeks or prior to system implementation* 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*.

- b. The Contractor shall assist the OpDiv 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.

B. 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/OpDiv Contractor Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete *OS/OASH* 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. A copy of the training records shall be provided to the CO and/or COR within **30 days** after contract award and **annually** thereafter or upon request.

C. 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*.
- 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 OpDiv Information Security Awareness
- 3) Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

D. Incident Response

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC) and OASH IRT teams **within 24 hours**, whether the response is positive or negative.

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.

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”.

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) 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.

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 *OS/OASH* approved notifications to affected individuals.

- 2) Report all suspected and confirmed information security and privacy incidents and breaches to the HRSA Security Operations Center (SOC) (csirt@hrsa.hhs.gov), 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, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
 - a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;

- b. not include any sensitive information in the subject or body of any reporting e-mail; and
- c. encrypt sensitive information in attachments to email, media, etc.

Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* HHS/OpDiv and *OS/OASH* incident response policies when handling PII breaches.

3) 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. This may also involve physical access to contractor facilities during a breach/incident investigation.

E. Position Sensitivity Designations

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR).

F. 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*.

For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>

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 and/or CO within one week of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within *1 week* 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.

G. 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 HHS EPLC framework and methodology in accordance with the HHS Contract Closeout Guide (2012).

HHS EA requirements may be located here:
<https://www.hhs.gov/ocio/ea/documents/proplans.html>

- 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 the 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 *one week* 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 *OS/OASH* policies.
- 6) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the HHS OS/OASH Contractor Employee Separation Checklist when an employee terminates work under this contract within *14* days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

H. Records Management and Retention

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/OASH policies and shall not dispose of any records unless authorized by HHS/OASH.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/OASH policies.

A. Privacy Act

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.

The System of Records Notice (SORN) that is applicable to this contract is: *A SORN will be developed.*

The disposition to be made of the Privacy Act records upon completion of contract performance.

B. Security Requirements for GOCO and COCO Resources

- 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 within the specified timeline(s). 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).

For an existing ATO, OpDiv must make a determination if the existing ATO provides appropriate safeguards or if an additional ATO is required for the performance of the contract and state as such.

HHS/OASH 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 a *format/timeline/process as outlined in the project plan* to the CO and/or COR. The following SA&A deliverables are required to

complete the SA&A package

- **System Security Plan (SSP)** –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 *OS/OASH* 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)** –The security assessment shall be conducted by *HHS/OCIO* assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and OpDiv policies. The assessor will document the assessment results in the SAR.

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

- **Independent Assessment** - The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all “*high*” deficiencies. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M).
- **POA&M** – The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and OpDiv policies. All high-risk weaknesses must be mitigated within *OS/OASH timeframes as agreed and documented within the project management plan* and all medium weaknesses must be mitigated within *OS/OASH timeframes as agreed and documented within the project management plan* from the date the weaknesses are formally identified and documented. *OS/OASH* 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, **OS/OASH** may require

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

- **Contingency Plan and Contingency Plan Test** –The Contingency Plan must be developed in accordance with NIST SP 800-34, *Contingency Planning Guide for Federal Information Systems*, and be consistent with HHS and OpDiv policies. 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. Thereafter, the Contractor shall update and test the Contingency Plan at least **annually**.
- **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/Pen Test** - 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 (this may involve penetration testing conducted by the agency or independent third-party. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates.
 - **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. It is anticipated that this inventory information will be required to be produced at least **quarterly by the CSP**. 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 at least *at least quarterly*. 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. The contractor shall maintain a capability to provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency at least *quarterly*.
 - **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.
 - **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.
 - **Boundary Protection** - The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities is routed through a Trusted Internet Connection (TIC).
- 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.

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.

- b. 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.
 - c. 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.
 - d. 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
 - 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.

7. OPTIONAL TASKS – Not funded unless is 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). The plan must support phases to allow collaboration with the outgoing contractor. The contractor must also submit a stakeholder management plan outlining, in detail, what steps will be taken to ensure a smooth transition for current employees. The contractor(s) must also work with any future contractor(s) and HHS to facilitate complete operational transition, and this must be addressed in the transition plan.

- a. The plan shall ensure transition of all patients documented as receiving diagnostic testing to the new contractor responsible for the next phase of the contract with minimal disruption. The plan shall be inclusive of the transition of the documentation, operating procedures and other resources, including, devices, equipment, databases and systems. Data captured during the performance of the base and optional periods will be transferred to the government at contract conclusion; the format to deliver the data shall be decided during the performance period.

8. **DELIVERABLES**

The contractor shall ensure all products and services delivered under this contract are compliant with HHS Section 508 requirements 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/) (<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) (<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) (<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 HHS 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 identified in the HHS Section 508 checklists

1.	Develop Payment File Format	4 weeks prior to payment	COR
2.	Develop Control File	4 weeks prior to payment	COR
3.	Conduct File Scrubbing	Each Payment Cycle	COR
4.	Develop Payment Files	Each Payment Cycle	COR
5.	Prepare Payment Request	5 business days prior to submit date	COR
6.	FPLP Offsets Withholding	Each Payment Cycle	COR
7.	Check Files to Bank	Each Payment Cycle	COR
8.	Payment History Report	Monthly	COR
9.	Payment Exception Report	3 business days after payment	COR
10.	Notification of Payment Report	3 business days after payment	COR
11.	Customer Service Help Desk Report	Monthly	COR
12.	IRS 1099s	Annually by January 31st	COR
13.	IRS Backup Withholding	As required	COR
14.	Authority to Operate (ATO)	As required	COR
15.	Quality Assurance Surveillance Plan	A draft is due 2 weeks after award with quarterly updates Updates due by the 5 th day of each quarter.	COR

		QASP Metrics should be delivered to HRSA along with the monthly contract status report.	
16.	Daily accounting extract file	Two weeks prior to payment file submission. Data field/elements, data attributes, unique identifiers, number of tables or files, for Government to track accounting activities of claims to payment file to disbursement to repayment, refund, etc.	COR
17.	Daily claims activity file	Two weeks prior to payment file submission. Data field/elements, data attributes, dates, unique identifiers, number of tables or files, specific to patient, physician, service provider at the claim-level.	COR

**ATTACHMENT 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
	Claims filing and processing	Claims filing and processing time AQL: Reduce by 40%	Inspection	Monthly
	Clean-claim rate	Clean-claim rate AQL: Increase by 9%	Inspection	Annually
	Documentation deliverable	Secure and confidential patient information AQL: 100% patient information is secured and confidential	Inspection	Monthly
	A/R Days	Correct and resubmit claims online AQL: Reduce by 50%	Inspection	Monthly
	Claims	Status of claims AQL: Processed within 30 days of receipt	Report	Monthly
	Duplicate Claims	Detect duplicate claims AQL: Corrected within 30 days	Report	Monthly
	Compliance Issues	Compliance issues AQL: Reduce by 80%	Report	Annually
	Adjudication rates	Increase adjudication rates AQL:	Inspection	Monthly

NOTE: This a sample. QASP submitted with proposal shall be commensurate to Final Performance Work Statement (PWS).

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 2
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2. CONTRACT (Proc. Inst. Ident.) NO. 75R60220C00005	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HRS257522
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5. ISSUED BY CODE OAMP HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Rm 14W26B Rockville MD 20857		6. ADMINISTERED BY (If other than Item 5) CODE OAMP HHS/HRSA/OO/OAMP Office of Acquisition Management and Policy 5600 Fishers Lane, Room 14W26B Rockville MD 20857
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) UNITED HEALTHCARE SERVICES, INC. 148892 Attn: NANETTE SADUSKE UNITED HEALTHCARE SERVICES, INC. 9900 BREN RD E MN008 MINNETONKA MN 553439664	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN N ITEM

11. SHIP TO/MARK FOR CODE HRSA Health Resources and Services Admin Health Resources and Services Admin 5600 Fishers Lane Rockville MD 20852		12. PAYMENT WILL BE MADE BY CODE FISCAL FISCAL U.S. Department of Health and Human Program Support Center 7700 Wisconsin Ave; Suite 9000 BETHESDA MD 20814
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13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$3,100,000.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCR PTION	PAGE(S)	(X)	SEC.	DESCR PTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCR PTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND NSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVER ES OR PERFORMANCE			L	NSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADM NISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER SHIRLEY KARVER
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY (Signature of the Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED 04/23/2020



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75R60220C00005

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

UNITED HEALTHCARE SERVICES, INC. 148892

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 41-1289245 DUNS Number: 071778674 Delivery: 1 Days After Award Period of Performance: 04/16/2020 to 04/15/2021				
1	Families First Coronavirus Third Party Administration. Obligated Amount: \$1,550,000.00 Accounting Info: 2020.370COVE.25235 Appr. Yr.: 2020 CAN: 370COVE Object Class: 25235 Funded: \$1,550,000.00				1,550,000.00
2	CARES Third Party Administration. Obligated Amount: \$1,550,000.00 Accounting Info: 2020.370C03C.25235 Appr. Yr.: 2020 CAN: 370C03C Object Class: 25235 Funded: \$1,550,000.00 The total amount of award: \$3,100,000.00. The obligation for this award is shown in box 15G.				1,550,000.00