SOLICITATION/CONTRAC			#FRC14		1 REQUISITION		Profession .					
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2. CONTRACT NO.		EFFECTIVE DATE		R NUMBER	<u> </u>	I s sou	CITATI	ON NUMBER		e corre	TATION ISSUE DATE	
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9. ISSUED BY	CODE	HT0011		10. THIS ACQU	ISITION IS	ا	INRES	STRICTED OR	X SET ASI		100 % FOR	
DEFENSE HEALTH AGENCY				X SMALL BUS	inese I		MEN-C	OWNED SMALL	_			
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TALLS CHORCH VA 22042				HUBZONE :	SMALL			ALLY DISADVANT		AICS:		
			i	BUSINESS			WOSB)	WNED SMALL BUS	5	41611		
TEL: 703-681-1143				SERVICE-D		\neg						
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11. DELIVERY FOR FOB DESTINA-	T12 DISCC	OUNT TERMS	+	SIVELL BU	SINESS		42b	RATING		7,0		
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FALLS CHORCH VA 220425101			- 1									
17a.CONTRACTOR/ CODE 3PFJ6	F	ACILITY 3PFJ6	, 	18a. PAYMENT	WILL BE MA	DE BY			C	ODE L	100040	
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GMG MANAGEMENT CONSULTING INC.				DFAS IN VP D		_						
GEORGIA GRIFFITH 6030 MARSHALEE DR			8899 EAST 56									
ELKRIDGE MD 21075-5987		INDIANA POLIS	S IN 46249-	1505								
TELEPHONE NO. (410)461-6539												
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SOLICITA	OLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM (CONTINUED)					EMS			 ,		P	AGE 2 OF 105
19.			20.				21.	,	22.	23		24.
TEM NO.			SCHEDULE OF SUPP	PLIES/SERVIC	ES		QUANTII	TY	22. UNIT	UNITE		24. AMOUNT
32a. QUANTITY IN RECEIVED	COLUMN	TED 🗍							-			
32b. SIGNATURE O	J	_	ACCEPTED, AND CONF	ORMS TO THE O	CONTRAC	-	AS NOTED	TITLE	DE AUTHOR	21750.004	CDAILICA:	-
REPRESENTA		OMEÇD (SOVERNMENT	320 DATE		1.00	ESENTATIVE) IIICE (OF AUTHOR	RIZED GOV	EKNMEN	ı
32e MAILING ADDI	RESS OF	AUTHO	RIZED GOVERNMENT RI	EPRESENTATIV	E	32f TELEP	HONE NUMBER	R OF AU	THORIZEC	GOVERNA	MENT RE	PRESENTATIVE
						32g E-MAIL	OF AUTHORI	ZED GO	VERNMEN	T REPRESE	NTATIVE	
33 SHIP NUMBER	FINAL	4: VOUCI	HER NUMBER	35. AMOUNT VI CORRECT		36. (PAYMENT COMPLET	E P	ARTIAL [FINAL	37 CHE	CK NUMBER
38. S/R ACCOUNT	NUMBER	39. S/	R VOUCHER NUMBER	40 PAID BY			_					
			ORRECT AND PROPER	FOR PAYMENT	42a RE	CEIVED BY	(Print)					
		. J. JEN			42b. RE	CEIVED AT (Location)	_				
						TE REC'D (Y		424 TO	TAL CONT	AINERS		
					72C DA	12 REUD (Y	T/IMW/UU)	420: 10	TAL CONT	MINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY 2	UNIT Months	UNIT PRICE	(b) (4)
•	Transition In/Incoming To		wonths	(b) (4)	
	60 Days Incoming transiti Setup Maintenance. IAW FOB: Destination	on Period. Defens Contractor's propo	e Manpower Da osal dated June	ata Center (DMDC) 30, 2014	
				NET AMT	(b) (4)
ITEM NO 000101	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding For CLIN 0001 FFP				30.00
	HT000342419284 970130.1414D-1884 0101	010100807700 25	1.40 044226 PI	RC49284	
	FOB: Destination				
				NET AMT	\$0.00
	ACRN AA CIN: HT00034241928400	01			(b) (4)

ITEM NO 0002	SUPPLIES/SERVICES	QUANTITY 100	UNIT Thousand	UNIT PRICE (b) (4)	AMOUNT (b) (4)					
	Identification of New OHI									
	0-100K Discoveries(Estim Contractor's Proposal Date	ated Workload D	ata). Technical E							
	FOB: Destination			AL 2	14					
				NET AMT	(b) (4)					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
000201	Funding For CLIN 0002				\$0.00					
	FFP HT000342419284									
	970130.1414D-1884 01010	970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 FOB: Destination								
	POB: Destination									
				NET AMT	\$0.00					
	ACRN AA			1401.53411						
	CIN: HT000342419284000)2			(b) (4)					
					W. 0					
					er HAR diffe.					
ITEM NO 0003	SUPPLIES/SERVICES	QUANTITY 49	UNIT Thousand	UNIT PRICE (b) (4)	AMOUNT (b) (4)					
	Identification of New OHI		mousand							
	101-150K Discoveries(Est	imated Workload	Data). Technica	l Exhibit 4 of						
	PWS.IAW Contractor's Pro FOB: Destination	posal Dated June	30, 2014.							
				NET AMT	(b) (4)					

42.50

ITEM NO 000301	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
	Funding For CLIN 0003 FFP HT000342419284 970130.1414D-1884 01010 FOB: Destination	010100807700 25	1.40 044226 PR	RC4928	\$0.00				
				NET AMT	\$0.00				
	ACRN AA CIN: HT000342419284000	03			(b) (4)				
ITEM NO 0004	SUPPLIES/SERVICES Identification of New OHI	QUANTITY 49 Discoveries	UNIT Thousand	UNIT PRICE (b) (4)	(b) (4)				
	FFP 151-200K Discoveries(Estimated Workload Data). Technical Exhibit 4 of PWS.IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination								
				NET AMT	(b) (4)				
									

ITEM NO 000401	SUPPLIES/SERVICES Funding For CLIN 0004 FFP HT000342419284 970130.1414D-1884 0101 FOB: Destination	QUANTITY 010100807700 2	UNIT 51.40 044226 I	UNIT PRICE PRC4928	AMOUNT \$0.00
	ACRN AA CIN: HT00034241928400	04		NET AMT	\$0.00 (b) (4)
ITEM NO 0005	SUPPLIES/SERVICES Identification of New OHI FFP 201-300K Discoveries(Est PWS.IAW Contractor's Pro FOB: Destination	timated Workloa		UNIT PRICE (b) (4) ical Exhibit 4 of	AMOUNT (b) (4)
				NET AMT	(b) (4)

1TEM NO 000501	SUPPLIES/SERVICES Funding For CLIN 0005 FFP HT000342419284 970130.1414D-1884 0101 FOB: Destination	QUANTITY 1010100807700 2	UNIT 51.40 044226 P	UNIT PRICE PRC4928	AMOUNT \$0.00
	ACRN AA CIN: HT00034241928400	005		NET AMT	\$0.00 (b) (4)
1TEM NO 0006	SUPPLIES/SERVICES Identification of New OHIFFP 301-400K Discoveries(EsPWS.1AW Contractor's PrFOB: Destination	timated Workloa	UNIT Thousand d Data). Technic e 30, 2014.	UNIT PRICE (b) (4) cal Exhibit 4 of	AMOUNT (b) (4)
				NET AMT	(b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 000601 \$0.00 Funding For CLIN 0006 **FFP** HT000342419284 970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 FOB: Destination **NET AMT** \$0.00 ACRN AA CIN: HT0003424192840006 34 +++ ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT PRICE UNIT **AMOUNT** 0007 35 Thousand validation of Existing OHI 0-35K (Estimated Workload Data). Technical Exhibit 4 of PWS.IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination or comme **NET AMT**

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 000701 \$0.00 Funding For CLIN 0007 **FFP** HT000342419284 970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 FOB: Destination **NET AMT** \$0.00 ACRN AA \$102,550.00 CIN: HT0003424192840007 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE AMOUNT 8000 34 Thousand validation of Existing OHI 36-70K (Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. **FOB: Destination NET AMT**

QUANTITY UNIT **UNIT PRICE AMOUNT** ITEM NO SUPPLIES/SERVICES 108000 \$0.00 Funding For CLIN 0008 FFP HT000342419284 970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 FOB: Destination **NET AMT** \$0.00 ACRN AA CIN: HT0003424192840008 UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT 0009 35 Thousand validation of Existing OHI 71-106K (Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT**

SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** ITEM NO 000901 \$0.00 Funding For CLIN 0009 **FFP** HT000342419284 970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 **FOB:** Destination **NET AMT** 400.03mm ACRN AA CIN: HT0003424192840009 UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT 0010 35 Thousand validation of Existing OHI 107-142K (Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT**

001001	Funding For CLIN 0010 FFP HT000342419284 970130.1414D-1884 01010 FOB: Destination	QUANTITY 010100807700 2	UNIT 51.40 044226 PI	UNIT PRICE RC4928	AMOUNT \$0.00
	ACRN AA CIN: HT000342419284001	0		NET AMT	\$0.00 (b) (4)
ITEM NO 0011	SUPPLIES/SERVICES validation of Existing OHI FFP 143-178K (Estimated Work Contractor's Proposal Dated FOB: Destination	QUANTITY 35 kload Data). Tec I June 30, 2014.	UNIT Thousand hnical Exhibit 4	UNIT PRICE (b) (4) of PWS.1AW	AMOUNT (b) (4)
				NET AMT	(b) (4)

1TEM NO 001101	SUPPLIES/SERVICES Fundinf For CLIN 0011 FFP HT000342419284 970130.1414D-1884 0101 FOB: Destination	QUANTITY 1010100807700 2:	UNIT 51.40 044226 F	UNIT PRICE PRC4928	AMOUNT \$0.00
	ACRN AA CIN: HT00034241928400	011		NET AMT	\$0.00 (b) (4)
ITEM NO 0012	SUPPLIES/SERVICES Professional Services FFP Program Manager (1880) FOB: Destination	QUANTITY 12 nours) IAW Contra	UNIT Months actor's Proposa	UNIT PRICE (b) (4) I Dated June 30, 2014.	(b) (4)
				NET AMT	(b) (4)

ITEM NO 001201	Funding For CLIN 0012 FFP HT000342419284 970130.1414D-1884 0101 FOB: Destination	QUANTITY 010100807700 25	UNIT 51.40 044226 P	UNIT PRICE RC4928	AMOUNT \$0.00
	ACRN AA CIN: HT00034241928400	12		NET AMT	\$0.00 (b) (4)
ITEM NO 0013	SUPPLIES/SERVICES ODC FFP ODC accordance with PW FOB: Destination	QUANTITY 12 S. IAW Contracto	UNIT Months or's Proposal Da	UNIT PRICE (b) (4) ated June 30, 2014.	AMOUNT (b) (4)
				NET AMT	(b) (4)

ITEM NO SUPPLIES/SERVICES UNIT QUANTITY **UNIT PRICE AMOUNT** 001301 \$0.00 Funding For CLIN 0013 **FFP** HT000342419284 970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 FOB: Destination **NET AMT** \$0.00 ACRN AA CIN: HT0003424192840013 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0014 12 Months **NSP** Travel COST Travel IAW Contractor's Proposal Dated June 30, 2014. No travel is anticipated at time of award. FOB: Destination **ESTIMATED COST** \$0.00 **ITEM NO** SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 001401 \$0.00 Funding For CLIN 0014 **FFP** HT000342419284 970130.1414D-1884 0101010100807700 251.40 044226 PRC4928 FOB: Destination **NET AMT** \$0.00 ACRN AA \$0.00 CIN: HT0003424192840014

ITEM NO 1002 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP	QUANTITY 100 Discoveries	UNIT Thousand	UNIT PRICE (b) (4)	(b) (4)
	0-100K Discoveries(Estim IAW Contractor's Proposa FOB: Destination			Exhibit 4 of PWS.	
				NET AMT	(b) (4)
ITEM NO 1003 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 101-150K Discoveries(Es IAW Contractor's Proposa FOB: Destination	timated Workload	UNIT Thousand d Data). Technic 2014.	UNIT PRICE (b) (4) cal Exhibit 4 of PWS.	(b) (4)
				NET AMT	(b) (4)

ITEM NO 1004 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 151-200K Discoveries(Es IAW Contractor's Proposa FOB: Destination	timated Workload		UNIT PRICE (b) (4) I Exhibit 4 of PWS.	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 1005 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 201-300K Discoveries(Es IAW Contractor's Proposal FOB: Destination	timated Workload		UNIT PRICE (b) (4) 1 Exhibit 4 of PWS.	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 1006 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 301-400K Discoveries(Est IAW Contractor's Proposal FOB: Destination	timated Workload	UNIT Thousand Data). Technical	UNIT PRICE (b) (4) Exhibit 4 of PWS.	(b) (4)
				NET AMT	(b) (4)

AMOUNT QUANTITY UNIT UNIT PRICE ITEM NO SUPPLIES/SERVICES 1007 52 Thousand OPTION validation of Existing OHI 0-52K (Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT** UNIT **UNIT PRICE** AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY 1008 52 Thousand OPTION validation of Existing OHI **FFP** 53-105K (Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT ITEM NO** SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE 1009 52 Thousand OPTION validation of Existing OHI 106-158K (Estimated Workload Data). Technical Exhibit 4 of PWS. 1AW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT**

ITEM NO 1010 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 159-211K (Estimated Wor Contractor's Proposal Dates FOB: Destination		UNIT Thousand mical Exhibit 4 c	UNIT PRICE (b) (4) of PWS. IAW	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 1011 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 212-264K (Estimated Wor Contractor's Proposal Dates FOB: Destination		UNIT Thousand mical Exhibit 4 c	UNIT PRICE (b) (4) of PWS. IAW	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 1012 OPTION	SUPPLIES/SERVICES Professional Services FFP Program Manager (1880 ho FOB: Destination	QUANTITY 12 ours) IAW Contra	UNIT Months ctor's Proposal D	UNIT PRICE (b) (4) Dated June 30, 2014.	(b) (4) AMOLINE
				NET AMT	\$102,765.00

ITEM NO 1013 OPTION	SUPPLIES/SERVICES ODC FFP ODC accordance with PW FOB: Destination	QUANTITY 12 S. IAW Contracto	UNIT Months r's Proposal D	UNIT PRICE (b) (4) ated June 30, 2014.	(b) (4)
				NET AMT	(b) (4)
ITEM NO 1014 OPTION	SUPPLIES/SERVICES Travel COST Travel IAW Contractor's Fitime of award. FOB: Destination	QUANTITY 12 Proposal Dated Jun	UNIT Months ne 30, 2014. N	UNIT PRICE o Travel anticipated at	AMOUNT NSP
	, co. bestmation			ESTIMATED COST	\$0.00
ITEM NO 2002 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 0-20K Discoveries(Estima Contractor's Proposal Date FOB: Destination	ited Workload Dat	UNIT Thousand a). Technical I	UNIT PRICE (b) (4) Exhibit 4 of PWS. IAW	(b) (4)
				NET AMT	(b) (4)

1TEM NO 2003 OPTION	SUPPLIES/SERVICES Identification of New OHI	QUANTITY 20 Discoveries	UNIT Thousand	UNIT PRICE (b) (4)	(b) (4)
	21-41K Discoveries(Estin IAW Contractor's Proposa FOB: Destination			Exhibit 4 of PWS.	
					(6) (4)
				NET AMT	(b) (4)
ITEM NO 2004	SUPPLIES/SERVICES	QUANTITY 20	UNIT Thousand	(b) (4)	(b) (4)
OPTION	Identification of New OH!	Discoveries			
	42-62K Discoveries(Estir IAW Contractor's Proposa FOB: Destination			l Exhibit 4 of PWS.	
				NET AMT	(b) (4)

ITEM NO 2005 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 63-83K Discoveries(Estin IAW Contractor's Proposa FOB: Destination	nated Workload D	(b) (4) 1 Exhibit 4 of PWS.	AMOUNT (b) (4)
			NET AMT	(b) (4)
ITEM NO 2006 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 84-104K Discoveries(Esti IAW Contractor's Proposa FOB: Destination	imated Workload	UNIT PRICE (b) (4) cal Exhibit 4 of PWS.	AMOUNT (b) (4)
			NET AMT	(b) (4)
ITEM NO 2007 OPTION	SUPPLIES/SERVICES validation of Existing OH: FFP 0-38K (Estimated Workle Contractor's Proposal Date FOB: Destination	oad Data). Techni	UNIT PRICE (b) (4) f PWS. 1AW	(b) (4)
			NET AMT	\$76,000.00

ITEM NO 2008 OPTION	supplies/services validation of Existing OHI FFP 39-77K (Estimated Workle Contractor's Proposal Dates FOB: Destination		UN1T Thousand cal Exhibit 4 of	UNIT PRICE (b) (4) f PWS. IAW	(b) (4)
				NET AMT	(b) (4)
ITEM NO 2009 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 78-116K (Estimated Work Contractor's Proposal Dates FOB: Destination		UNIT Thousand nical Exhibit 4	UNIT PRICE (b) (4) of PWS. IAW	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 2010 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 117-155K (Estimated Wor Contractor's Proposal Date FOB: Destination	rkload Data). Tec	UNIT Thousand hnical Exhibit	UNIT PRICE (b) (4) 4 of PWS. IAW	(b) (4)
				NET AMT	\$53,200.00

ITEM NO 2011 OPTION	SUPPLIES/SERVICES validation of Existing OHI	QUANTITY 38	UNIT Thousand	(b) (4)	AMOUNT (b) (4)			
	FFP 156-194K (Estimated Wor Contractor's Proposal Dated		nnical Exhibit 4	of PWS. IAW				
	FOB: Destination							
				NET AMT	(b) (4)			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	LIMIT DDICE	AMOUNT			
2012 OPTION	Professional Services	12	Months	(b) (4)	(b) (4)			
	FFP Program Manager (1880 hours) IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination							
				NET 414T	(b) (4)			
				NET AMT				
ITEM NO 2013	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE (b) (4)	AMOUNT (b) (4)			
OPTION	ODC FFP	12	Wionins	(5) (4)				
	ODC accordance with PW: FOB: Destination	S. IAW Contracto	or's Proposal Da	ted June 30, 2014.				
				NET AMT	\$13,320.00			

1TEM NO 2014 OPTION	SUPPLIES/SERVICES Travel COST Travel IAW Contractor's Fat time of award.	QUANTITY 12 Proposal Dated Jur	UNIT Months ne 30, 2014. No	UNIT PRICE	AMOUNT NSP
	FOB: Destination			ESTIMATED COST	\$0.00
ITEM NO 3002 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 0-20K Discoveries(Estima Contractor's Proposal Date FOB: Destination	nted Workload Da	UNIT Thousand ta). Technical l	UNIT PRICE (b) (4) Exhibit 4 of PWS. IAW	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 3003 OPTION	SUPPLIES/SERVICES Identification of New OH FFP 21-41K Discoveries(Estin 1AW Contractor's Proposa FOB: Destination	nated Workload [UNIT PRICE (b) (4) al Exhibit 4 of PWS.	AMOUNT (b) (4)
				NET AMT	\$304,000.00

SUPPLIES/SERVICES LINIT PRICE **AMOUNT** ITEM NO QUANTITY UNIT 3004 20 Thousand OPTION Identification of New OHI Discoveries FFP 42-62K Discoveries(Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT** AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** 3005 20 Thousand OPTION Identification of New OHI Discoveries **FFP** 63-83K Discoveries(Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT** QUANTITY UNIT AMOUNT SUPPLIES/SERVICES **ITEM NO** Thousand 20 3006 OPTION Identification of New OHI Discoveries **FFP** 84-104K Discoveries(Estimated Workload Data). Technical Exhibit 4 of PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination \$276,800.00 **NET AMT**

ITEM NO 3007 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 0-38K (Estimated Workloa Contractor's Proposal Dated		UNIT Thousand al Exhibit 4 of P	UNIT PRICE (b) (4) WS. IAW	(b) (4)
	FOB: Destination	7 June 30, 2014.		NET AMT	(b) (4)
ITEM NO 3008 OPTION	SUPPLIES/SERVICES validation of Existing OHI	QUANTITY 38	UNIT Thousand	UNIT PRICE (b) (4)	AMOUNT (b) (4)
	FFP 39 -77K (Estimated Workl Contractor's Proposal Dated FOB: Destination		tical Exhibit 4 of	PWS. IAW	
				NET AMT	(b) (4)

ITEM NO 3009 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 78-116K (Estimated Work Contractor's Proposal Date FOB: Destination		UNIT Thousand nical Exhibit 4 o	UNIT PRICE (b) (4) of PWS. IAW	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 3010 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 117-155K (Estimated Wor Contractor's Proposal Date FOB: Destination		UNIT Thousand hnical Exhibit 4	UNIT PRICE (b) (4) of PWS. IAW	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 3011 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 156-194K (Estimated Wo Contractor's Proposal Date FOB: Destination	rkload Data). Tec	UNIT Thousand hnical Exhibit 4	(b) (4) 4 of PWS. IAW	(b) (4)
				NET AMT	(b) (4)

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** 3012 12 Months OPTION **Professional Services FFP** Program Manager (1880 hours) IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT** ITEM NO SUPPLIES/SERVICES **OUANTITY** UNIT **UNIT PRICE AMOUNT** 3013 12 Months OPTION ODC **FFP** ODC accordance with PWS. IAW Contractor's Proposal Dated June 30, 2014. FOB: Destination **NET AMT** ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 3014 12 Months **NSP** OPTION Travel **COST** Travel IAW Contractor's Proposal Dated June 30, 2014. No travel is anticipated at time of award. FOB: Destination **ESTIMATED COST** \$0.00

ITEM NO 4002 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 0-20K Discoveries(Estimat Contractor's Proposal Date FOB: Destination	ed Workload Data	UNIT Thousand a). Technical Ex	UNIT PRICE (b) (4) hibit 4 of PWS.IAW	(b) (4)
				NET AMT	(b) (4)
ITEM NO 4003 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 21-41K Discoveries(Estim PWS.IAW Contractor's Pro FOB: Destination	ated Workload D		Exhibit 4 of	(b) (4) (AMOLINT
				NET AMT	(b) (4)
ITEM NO 4004 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 42-62K Discoveries(Estim PWS.IAW Contractor's Pro FOB: Destination	ated Workload D		(b) (4) Exhibit 4 of	(b) (4)
				NET AMT	(b) (4)

ITEM NO 4005 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 63-83K Discoveries(Estim PWS.IAW Contractor's Pro FOB: Destination	nated Workload D	UNIT Thousand (ata). Technical E (30, 2014.	UNIT PRICE (b) (4) Exhibit 4 of	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 4006 OPTION	SUPPLIES/SERVICES Identification of New OHI FFP 84-104K Discoveries(Estir PWS.IAW Contractor's Pro FOB: Destination	mated Workload I		UNIT PRICE (b) (4) Exhibit 4 of	AMOUNT (b) (4)
				NET AMT	(b) (4)
ITEM NO 4007 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 0-38K (Estimated Workloa Proposal Dated June 30, 20 FOB: Destination		UNIT Thousand al Exhibit 4 of P	UNIT PRICE (b) (4) WS.IAW Contractor's	AMOUNT (b) (4)
				NET AMT	(b) (4)

ITEM NO 4008 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 39-77K (Estimated Workle Contractor's Proposal Date FOB: Destination	UNIT Thousand cal Exhibit 4 of I	UNIT PRICE (b) (4) PWS.IAW	(b) (4) INT
			NET AMT	(b) (4)
ITEM NO 4009 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 78-116K (Estimated Work Contractor's Proposal Dates FOB: Destination	UNIT Thousand tical Exhibit 4 of	UNIT PRICE (b) (4) PWS. IAW NET AMT	(b) (4)
ITEM NO 4010 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP 117-155K (Estimated Wor Contractor's Proposal Dates FOB: Destination	UNIT Thousand mical Exhibit 4 c	UNIT PRICE. (b) (4) of PWS. IAW	(b) (4)
			NET AMT	(b) (4)

ITEM NO 4011 OPTION	SUPPLIES/SERVICES validation of Existing OHI FFP	QUANTITY 38	UNIT Thousand	UNIT PRICE. (b) (4)	AMOUNT (b) (4)
	156-194K (Estimated Wo Contactor's proposal dated FOB: Destination		hnical Exhibit 4	of PWS. IAW	
				NET AMT	(b) (4)
ITEM NO 4012 OPTION	SUPPLIES/SERVICES Professional Services FFP Program Manager (1880 h FOB: Destination	QUANTITY 12 ours) IAW Contra	UNIT Months actor's Proposal I	LINIT PRICE (b) (4) Dated June 30, 2014.	(b) (4)
				NET AMT	(b) (4)

UNIT PRICE SUPPLIES/SERVICES QUANTITY UNIT ITEM NO 4013 12 Months OPTION ODC FFP ODC accordance with PWS. IAW contractor's proposal dated June 30, 2014. FOB: Destination **NET AMT** ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 4014 12 Months **NSP** OPTION Travel **COST** Travel 1AW contractor's proposal dated June 30, 2014. No travel is anticipated at time of award. FOB: Destination **ESTIMATED COST** SUPPLIES/SERVICES UNIT ITEM NO **QUANTITY** 4015 2 Months OPTION TransitionOut **FFP** 60 Days Incoming transition Period. Defense Manpower Data Center (DMDC) Setup Maintenance. IAW Contractor's proposal dated June 30, 2014 **FOB: Destination NET AMT**

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

		DIODEOT DV	A COPPT A T	ACCEPT BY
CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	Government
1000	Destination	Government	Destination	Government
000101		N/A	N/A	
0002	Destination	Government	Destination	Government
000201		N/A	N/A	Government
0003	Destination	Government	Destination	Government
000301		N/A	N/A	Government
0004	Destination	Government	Destination	Government
000401		N/A	N/A	Government
0005	Destination	Government	Destination	Government
000501		N/A	N/A	Government
0006	Destination	Government	Destination	Government
000601		N/A	N/A	Government
0007	Destination	Government	Destination	Government
000701		N/A	N/A	Government
8000	Destination	Government	Destination	Government
000801		N/A	N/A	Government
0009	Destination	Government	Destination	Government
000901	N/A	N/A	N/A	Government
0010	Destination	Government	Destination	Government
001001	N/A	N/A	N/A	Government
0011	Destination	Government	Destination	Government
001101	N/A	N/A	N/A	Government
0012	Destination	Government	Destination	Government
001201	N/A	N/A	N/A	Government
0013	Destination	Government	Destination	Government
001301	N/A	N/A	N/A	Government
0014	Destination	Government	Destination	Government
001401	N/A	N/A	N/A	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government

2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government
3013	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
4014	Destination	Government	Destination	Government
4015	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001 POP 08-SEP-2014 TO

N/A 07-SEP-2015

DEFENSE HEALTH AGENCY

HT0003

DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 **FALLS CHURCH VA 22042-5101**

703-681-0062 FOB: Destination

000101	N/A	N/A	N/A	N/A
0002	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
000201	N/A	N/A	N/A	N/A
0003	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
000301	N/A	N/A	N/A	N/A
0004	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062	HT0003
			FOB: Destination	
000401	N/A	N/A	N/A	N/A
0005	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
000501	N/A	N/A	N/A	N/A
0006	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101	HT0003
			FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	
000601	N/A	N/A	N/A	N/A

0007	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
000701	N/A	N/A	N/A	N/A
0008	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
000801	N/A	N/A	N/A	N/A
0009	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
000901	N/A	N/A	N/A	N/A
0010	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEAL TH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
001001	N/A	N/A	N/A	N/A
0011	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101	HT0003
			703-681-0062 FOB: Destination	
001101	N/A	N/A	N/A	N/A

0012	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
001201	N/A	N/A	N/A	N/A
0013	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
001301	N/A	N/A	N/A	N/A
0014	POP 08-SEP-2014 TO 07-SEP-2015	N/A	DEFENSE HEALTH AGENCY (b) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	HT0003
001401		100		
001401	N/A	N/A	N/A	N/A
1002	POP 08-SEP-2015 TO 07-SEP-2016	N/A	DEFENSE HEALTH AGENCY DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination	N/A HT0003
	POP 08-SEP-2015 TO	N/A	DEFENSE HEALTH AGENCY O) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062	
1002	POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO	N/A	DEFENSE HEALTH AGENCY DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination (SAME AS PREVIOUS LOCATION)	HT0003
1002	POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO	N/A	DEFENSE HEALTH AGENCY D) (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
1002 1003 1004	POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO	N/A N/A	DEFENSE HEALTH AGENCY DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003 HT0003
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1002 1003 1004 1005 1006	POP 08-SEP-2015 TO 07-SEP-2016 POP 08-SEP-2015 TO 07-SEP-2016	N/A N/A N/A N/A	DEFENSE HEALTH AGENCY (6) DHHQ BUILDING 7700 ARLINGTON BLVD, SUITE 5101 FALLS CHURCH VA 22042-5101 703-681-0062 FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003 HT0003 HT0003 HT0003

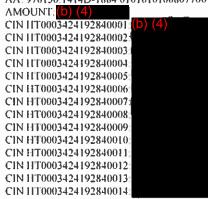
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1012	POP 08-SEP-2015 TO 07-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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2005	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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2007	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2008	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2009	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2010	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2011	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2012	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
2013	POP 08-SEP-2016 TO 07-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003

2014	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3002	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3003	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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3008	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3009	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3010	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3011	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3012	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
3013	POP 08-SEP-2017 TO 07-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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4006	POP 08-SEP-2018 TO 07-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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4009	POP 08-SEP-2018 TO 07-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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4011	POP 08-SEP-2018 TO 07-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
4012	POP 08-SEP-2018 TO 07-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
4013	POP 08-SEP-2018 TO 07-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HT0003
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ACCOUNTING AND APPROPRIATION DATA

AA: 970130.1414D-1884 0101010100807700 251.40 044226 PRC49284



CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier	JUL 2013
	Subcontract Awards	
52.212-4	Contract Terms and ConditionsCommercial Items	MAY 2014
52.222-37	Employment Reports on Veterans	SEP 2010
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
	While Driving	
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holder	s DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	JUN 2012
	Reports	

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-00019) (MAY 2014)

- (a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52,222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days;

provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond <u>Base Year</u>. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond <u>Base Year</u>, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Attribution information means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

- (b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—
- (1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—
- (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or
- (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—
- (A) The required security control identified in the following table is not applicable; or
- (B) An alternative control or protective measure is used to achieve equivalent protection.
- (2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1--Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (http://csrc.nist.gov/publications/PubsSPs.html).)

BILLING CODE 5001-06-P
[GRAPHIC] [TIFF OMITTED] TR18NO13.031

BILLING CODE 5001-06-C

Legend:

AC: Access Control

AT: Awareness and Training MP:

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

- (c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.
- (d) Cyber incident and compromise reporting.
- (1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (http://dibnet.dod.mil) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:
- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
- (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
- (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.
- (e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.
- (f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.
- (g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

IDENTIFICATION AND VALIDATION OF OTHER HEALTH INSURANCE (OHI) PERFORMANCE WORK STATEMENT (PWS)

Part 1

General Information

- 1. <u>GENERAL</u>: This is a non-personal services contract to provide other health insurance (OHI) identification and validation support services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.
- 1.1 <u>Description of Services/Introduction</u>: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items, and non-personal services necessary to perform other health insurance identification and validation support services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.
- 1.2 <u>Background</u>: The Department of Defense (DoD) uses commercial other health insurance (OHI) information in two ways. First, it ensures TRICARE is a secondary payer to any applicable third party insurance. Additionally, military treatment facilities (MTFs) operated by the Uniformed Services bill to and collect from commercial insurance companies for medical treatment provided to non-active duty service member beneficiaries.
- 1.3 <u>Objective</u>: Obtain valid and timely commercial health insurance policy information regarding non-active duty service member beneficiaries.
- 1.4 <u>Scope</u>: The Defense Health Agency (DHA) is looking to establish a service contract for health insurance identification and validation support for the DoD. The Contractor shall identify and validate billable other health insurance for non-active duty service member beneficiaries that have no commercial health insurance information on file as well as validate and update existing OHI information stored in the OHI repository in the Defense Enrollment Eligibility Reporting System (DEERS) database.

The Government will provide the Contractor access to the data from DEERS in the form of an extract file to accomplish this task. The Contractor shall be responsible for maintaining the

security of the data once received from the Government. Once the data is collected, the Contractor shall utilize the identified patient's information to query various insurance databases and gather all relevant information regarding OHI for active duty family members, retirees, and retiree family members. The Contractor must comply with all the Health Insurance Portability and Accountability Act (HIPAA) standards enacted on 21 August 1996 as well as any pertinent DoD directives and subsequent legislation (ARRA/HITECH) related to privacy and security of patient information.

The Contractor must be able to search commercial health insurance carriers to include but not limited to Blue Cross/Blue Shield, Aetna, Mailhandlers, United, and OHI providers as well as pharmacy benefit managers/providers. The Contractor shall utilize their own existing OHI search engine(s) to identify OHI on the patients identified by the contractor. The Government shall only be billed for newly identified OHI information found on patients identified by the contractor. Only OHI data that was not previously identified by the Government will be considered as "new OHI discovery."

1.5 <u>Period of Performance</u>: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year: Date of Award – Date of Award + 12 Months (Including 60 days Incoming Transition)
Option Year I – Expiration of Base Year through 12 Months of performance
Option Year II – Expiration of Option Year 1 through 12 Months of performance
Option Year IV – Expiration of Option Year III through 12 Months of performance
Option Year IV – Expiration of Option Year III through 12 Months of performance (Including 60 days Outgoing Transition)

1.6 <u>Prior Experience</u>: The contractor shall provide evidence (contract number, facility location, and dates of service) and demonstrate prior experience in utilizing extracted OHI data with contracts of this type and scope for U.S. Government/DoD medical facilities and/or commercial medical facilities or providers. This information shall include, but not limited to, the number of records evaluated/OHI identified, the type of OHI identified (major medical and/or pharmacy), the quality of the data provided, the percent of OHI information validated with commercial insurers and/or employers, types of formats used and provided back to the medical facility, and the type and number of clients serviced.

1.6 General Information

- 1.6.1 Quality Control: Not Applicable
- 1.6.2 <u>Quality Assurance</u>: The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in

accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

- 1.6.3 <u>Contractor Availability</u>: Key contractor personnel are expected to be available between the hours of 8:00 a.m. to 4:00 p.m., Eastern time Monday through Friday except Federal holidays.
- 1.6.4 <u>Place of Performance</u>: The work to be performed under this contract will be performed at the Contractor's facility.
- 1.6.5 Type of Contract: This is a firm fixed price contract
- 1.6.6 <u>Security Requirements</u>: Contractor personnel performing work under this contract must apply for ADP/IT II clearance at time of contract award, and must maintain this level of security for the life of the contract. See Attachment 2/Technical Exhibit 7 for ADP/IT II procedures and requirements
- 1.6.7 <u>Physical Security:</u> The Contractor shall be responsible for safeguarding all government information provided for contractor use.

1.6.8 Non-Disclosure / Non-Use Agreement:

The Contractor shall ensure that the Non-Disclosure Statement (**Deliverable 2** at Attachment 1) is signed by all staff performing work on this contract prior to performing any work under this contract. The Non-Disclosure / Non-Use statement shall be cosigned by a responsible corporate official. The Contractor shall also ensure that all staff understand and adhere to the terms of the non-disclosure statement, protect any procurement sensitive information of the Government and any proprietary information of other contractors. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

1.6.9 General Security Requirements:

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of Government data. As a minimum, this shall include provisions for personnel security, electronic security and physical security as listed in the sections that follow:

1.6.9.1 System Security

The Contractor shall implement and maintain information security in its project, enterprise, or company-wide unclassified information technology system(s) in accordance with the requirements set forth in DoD Instruction 8582.0 I, Security of Unclassified DoD Information on

Non-DoD Information Systems, June 6, 2012. The Contractor shall, at a minimum, comply with the security controls specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Revision 3, dated August 2009, Privacy Act Program Requirements (DoD 5400, 11-R), the Personnel Security Program (DoD 5200.2-R) and OMB M-06-16, Protection of Sensitive Agency Information. In addition, the Contractor shall comply with DoD Minimum security requirements as outlined in the TRICARE Systems Manual, Chapter 1, Section 1.1 (except for paragraphs 3.4 and 3.5 through 3.5.1.7). Government validation of the Checklist and Certification for Minimum Level of Enhanced Safeguarding for Unclassified DoD Information (Deliverable #3 as shown in Attachment 8) is required prior to accessing DoD data or inter-connectivity with the Government systems and testing. If a control is not implemented, the Contractor shall prepare a written determination (Deliverable 4 as shown in Attachment 9) that explains how either the required security control is not applicable or how an alternative control or protective measure is used to achieve equivalent protection in accordance with the Contract Deliverable Requirements List (CDRL)For inspection purposes, at the Government's direction the Contractor will provide a NIST certification briefing at a designated Government location, presenting an overview of its certification efforts.

- 1.6.9.2 The NIST requirements apply to the Contractor, subcontractors, and business partners, as specified in 1.6.9.1 that perform functions such as program/business management, where the program/business management function requires the use of DoD/TRICARE data, beneficiary enrollment eligibility, verification, etc.
- 1.6.9.3 Personally Identifiable Information (PII), Protected Health Information, and Federal Information Requirements
- 1.6.9.3.1 General Requirements Overview Personally Identifiable Information (PII), Protected Health Information (PHI) and Federal Information Laws

This Section addresses the Contractor's requirements under The Privacy Act of 1974 (Privacy Act), The Freedom of Information Act (FOIA), and The Health Insurance Privacy and Accountability Act (HIPAA) as set forth in applicable statutes, implementing regulations and DoD issuances. In general, the Contractor shall comply with the specific requirements set forth in this section and elsewhere in this Contract. The Contractor shall also comply with requirements relating to records management as described herein.

This Contract incorporates by reference the federal regulations and DoD issuances referred to in this Section. If any authority is amended or replaced, the changed requirement is effective when it is incorporated under contract change procedures. Where a federal regulation and any DoD issuance govern the same subject matter, the Contractor shall first follow the more specific DoD implementation unless the DoD issuance does not address or is unclear on that matter. DoD issuances are available at http://www.dtic.mil/whs/directives.

For purposes of this Section, the following definitions apply.

DoD Privacy Act Issuances means the DoD issuances implementing the Privacy Act, which are DoDD 5400.11 (2007) and DoD 5400.11-R (2007)

HIPAA Rules means, collectively, the HIPAA Privacy, Security, Breach and Enforcement Rules, issued by the U.S. Department of Health and Human Services (HHS) and codified at 45 CFR Part 160 and Part 164, Subpart E (Privacy), Subpart C (Security), Subpart D (Breach) and Part 160, Subparts C-D (Enforcement), as amended by the 2013 modifications to those Rules, 78 FR 5566-5702 (Jan. 25, 2013) (with corrections at 78 FR 32464 (June 7, 2013)). Additional HIPAA rules regarding electronic transactions and code sets (45 CFR Part 162) are not addressed in this Section and are not included in the term HIPAA Rules.

DoD HIPAA Issuances means the DoD issuances implementing the HIPAA Rules in the DoD Military Health System (MHS). These issuances are DoD 6025.18-R (2003), DoDI 6025.18 (2009), and DoD 8580.02-R (2007).

DHA Privacy Office means the DHA Privacy and Civil Liberties Office. The DHA Privacy Office Chief is the HIPAA Privacy and Security Officer for DHA, including the National Capital Region Medical Directorate (NCRMD).

Breach means actual or possible loss of control, unauthorized disclosure of or unauthorized access to PHI or other PII (which may include, but is not limited to PHI), where persons other than authorized users gain access or potential access to such information for any purpose other than authorized purposes, where one or more individuals will be adversely affected. The foregoing definition is based on the definition of breach in DoD Privacy Act Issuances as defined herein.

HHS Breach means a breach that satisfies the HIPAA Breach Rule definition of a breach in 45 CFR 164.402.

1.6.9.3.2 Records Management

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 USC Chapters 21, 29, 31, 33 and 35, and by 36 CFR, Chapter XII, Subchapter B – Records Management. The Contractor shall also comply with DoD Administrative Instruction No. 15 (DOD AI-15), "OSD Records and Information Management Program" (2013).

1.6.9.3.3 Freedom of Information Act (FOIA)

The Contractor shall comply with the following procedures if it receives a FOIA request and immediately contact the DHA FOIA Officer for evaluation/action:

The Contractor shall inform beneficiaries that DHA FOIA procedures require a written request addressed to the DHA Freedom of Information Service Center, 7700 Arlington Boulevard, Suite 5101, Falls Church, Virginia 22042-5101 (or email requests addressed to FOIARequests@tma.osd.mil), and that the request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. Although the administrative time limit to grant or deny a request (ten working days after receipt) does not begin until the request is received by DHA, the Contractor shall act as quickly as possible.

In response to requests received by the Contractor for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of DHA records and, specifically, all requests that reference the Freedom of Information Act shall be immediately forwarded to DHA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between DHA contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves in accordance with directions from the DHA Freedom of Information Service Center. If such a requestor specifically makes the request under the Privacy Act or does not make clear whether the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow paragraph 8.1.6, relating to individual rights of access to PHI.

1.6.9.3.4 Systems of Records

In order to meet the requirements of the Privacy Act and the DoD Privacy Act Issuances, the Contractor shall identify to the DHA Contracting Officer (CO) systems of records that are or will be maintained or operated for DHA where records of PII collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the CO, and prior to the lawful operation of such systems, the Contractor shall coordinate with the DHA Privacy Office to complete systems of records notices (SORNs) for submission and publication in the *Federal Register* as coordinated by the Defense Privacy and Civil Liberties Office, and as required by the DoD Privacy Act Issuances.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), the Contractor shall also comply with the additional systems of records and SORN guidance, in coordination with the DHA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by the DoD Privacy Act

Issuances, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB Circular A-130. The Contractor shall promptly advise the DHA Privacy Office of changes in systems of records or their use that may require a change in the SORN.

1.6.9.3.5 Privacy Impact Assessment (PIA)

The Contractor shall provide for the completion of a PIA for any applicable systems that collect, maintain, use or disseminate PII or PHI about members of the public, federal personnel, contractors, or in some cases foreign nationals. The Contractor shall establish practices that satisfy the requirements of DoDI 5400.16, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009.

To begin the PIA process, the Contractor shall use the DoD-approved PIA Template, DD Form 2930. The Contractor shall use the DHA PIA Guide to complete the DD Form 2930. The Contractor should send completed DD Form 2930s to the DHA Privacy Office for review and approval, with a copy to the CO (**Deliverable 5**), no later than 5 calendar days after contract award.

1.6.9.3.6 Data Sharing Agreement (DSA)

The Contractor shall consult with the DHA Privacy Office to determine if the Contractor must obtain a Data Sharing Agreement (DSA) or Data Use Agreement (DUA), when MHS data that is managed by DHA will be accessed, used, disclosed or stored, to perform the requirements of this Contract. The Contractor shall comply with requests for additional documentation by the DHA Privacy Board when requesting PHI for research. In addition, the Contractor shall submit any research requests for MHS data that include PHI to the DHA Privacy Board in order to be reviewed for HIPAA compliance.

The Contractor shall comply with the permitted uses established in a DSA/DUA to prevent the unauthorized use and/or disclosure of any PII/PHI, in accordance with the HIPAA Rules and the DoD HIPAA Issuances. Likewise, the Contractor shall comply with the DoD Privacy Act Issuances.

To begin the data sharing request process, the Contractor shall submit a Data Sharing Agreement Application (DSAA) (**Deliverable 6**) to the DHA Privacy Office as required. If the application is approved, the requestor shall enter into one of the following agreements, depending on the data involved:

DSA for De-Identified Data

DSA for PHI

DSA for PII Without PHI

Data Use Agreement for Limited Data Set.

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DSAs are active for one year, or until the end of the current option year, whichever comes first. If the DSA will not be renewed, the Contractor shall provide a Certificate of Data Disposition (CDD) to the DHA Privacy Office. See provision 252.204-7012

1.6.9.3.7 Privacy Act and HIPAA Training

The Contractor shall ensure that its entire staff, including subcontractors and consultants that perform work on this Contract receive training on the Privacy Act, HIPAA, the Alcohol, Drug Abuse and Mental Health Administration (ADAMHA) Reorganization Act, 42 USC 290dd-2, and the ADAMHA implementing regulations, 42 CFR Part 2.

The Contractor shall ensure all employees and subcontractors supply a certificate of all training completion to the Contracting Officer's Representative (COR) within 30 days of being assigned and on an annual basis based on the trainee's birth month thereafter (Deliverable 7).

1.6.9.3.8 HIPAA Business Associate Provisions

1.6.9.3.8.1 Business Associate - General Provisions

The Contractor meets the definition of Business Associate, and DHA meets the definition of a covered entity under the HIPAA Rules and the DoD HIPAA Issuances. Therefore, a Business Associate Agreement (BAA) between the Contractor and DHA is required to comply with the HIPAA Rules and the DoD HIPAA Issuances. This paragraph serves as the required BAA. As a Business Associate, the Contractor shall comply with the HIPAA Rules and the DoD HIPAA Issuances applicable to a business associate performing under this Contract.

- 1.6.9.3.8.1.1 Catch-All Definition: The following terms used, but not otherwise defined in paragraph 1.6.9.4.8, shall have the same meaning as those terms have in the DoD HIPAA Issuances: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices (NoPP), Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (Unsecured PHI), and Use.
- **1.6.9.3.8.1.2** The Contractor shall not use, sell, or further disclose PHI other than as permitted or required by the Contract or as required by law.
- **1.6.9.3.8.1.3** The Contractor shall use appropriate safeguards, and comply with the HIPAA Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Contract
- **1.6.9.3.8.1.4** The Contractor shall report to DHA any breach of which it becomes aware, and shall proceed with breach response steps as required by Paragraph 1.6.9.3.9. With respect to electronic PHI, the Contractor shall also respond to any security incident of which it becomes aware in accordance with any Information Assurance provisions of this Contract. If at any point the Contractor becomes aware that a security incident involves a breach, the contractor shall immediately initiate breach response as required by paragraph 1.6 9.3.9.

- **1.6.9.3.8.1.5** In accordance with 45 CFR 164.502(e)(1)(ii)) and 164.308(b)(2), the Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such PHI.
- 1.6.9.3.8.1.6 With respect to individual rights of access to PHI, the Contractor shall make available PHI in a designated record set to the individual or the individual's designee as necessary to satisfy DHA's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.524. If the Contractor intends to deny the individual's request, the Contractor shall forward it (within seven working days of receipt) to the CO. The CO shall make a determination within 20 calendar days (50 calendar days for justified delays) of the request. The CO shall notify the individual, with a copy to the Contractor, of any approved or denied access determinations and the reason for any denial. The individual may appeal the denial determination to the DHA Privacy Office.
- **1.6.9.3.8.1.7** The Contractor shall make any amendment(s) to PHI in a designated record set as directed or agreed to by DHA, or take other measures as necessary to satisfy DHA's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.526.
- **1.6.9.3.8.1.8** The contractor shall maintain and make available to the Government the information required to provide an accounting of disclosures to the MHS or to the individual as necessary to satisfy DHA's obligations under the DoD HIPAA Issuances and the corresponding 45 CFR 164.528.
- **1.6.9.3.8.1.9** To the extent the Contractor is to carry out one or more of DHA's obligation(s) under the HIPAA Rules, the Contractor shall comply with the requirements of the HIPAA Rules.
- **1.6.9.3.8.1.10** The Contractor shall make its internal practices, books, and records available to the HHS Secretary for purposes of determining compliance with the HIPAA Rules.

1.6.9.3.8.2 Permitted Uses and Disclosures

1.6.9.3.8.2.1 General Use and Disclosure Provisions

The Contractor may only use or disclose PHI as necessary to perform the services set forth in this Contract or as required by law. The Business Associate is not permitted to de-identify PHI under DoD HIPAA Issuances or the corresponding 45 CFR 164.514(a)-(c), nor is it permitted to use or disclose de-identified PHI, except as provided by the Contract or directed by DHA. The Contractor agrees to use, disclose and request PHI only in accordance with the HIPAA Privacy Rule "minimum necessary" standard and corresponding DHA policies and procedures as stated in the DoD HIPAA Issuances. The Contractor shall not use or disclose PHI in a manner that would violate the DoD HIPAA Issuances or HIPAA Privacy Rules if done by the covered entity, except uses and disclosures for the Contractor's own management and administration and legal

responsibilities or for data aggregation services as set forth in paragraphs 1.6.9.4.8.2.2.1 – 1.6.9.4.2.2.3.

1.6.9.3.8.2.2 Specific Use and Disclosure Provisions

- **1.6.9.3.8.2.2.1** Except as otherwise limited in this Section, the Contractor may use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.
- 1.6.9.3.8.2.2.2 Except as otherwise limited in this Section, the Contractor may disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- **1.6.9.3.8.2.2.3** Except as otherwise limited in this Section, the Contractor may use PHI to provide Data Aggregation services relating to DHA's health care operations.

1.6.9.3.8.3 Contractor Compliance with DHA Notices and Restrictions

- **1.6.9.3.8.3.1** Upon request, DHA will provide the Contractor with the notice of privacy practices that DHA produces in accordance with the DoD HIPAA Issuances and the corresponding 45 CFR 164.520. https://mhslearn.csd.disa.mil/ilearn/en/learner/mhs/portal/home.isp
- **1.6.9.3.8.3.2** Upon notification by DHA of any changes in, or revocation of, permission by an Individual to use or disclose his or her PHI, the Contractor shall comply to the extent that such changes may affect the Contractor's use or disclosure of PHI.
- **1.6.9.3.8.3.3** Upon notification by DHA, the Contractor shall comply with any restriction on the use or disclosure of PHI that the Government has agreed to or is required to abide by under the DoD HIPAA Issuances or the corresponding 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.

1.6.9.3.8.4 Permissible Requests by DHA

The Government will not request the Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or any applicable Government regulations (including without limitation, DoD HIPAA Issuances) if done by the Government, except for

providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this Contract.

1.6.9.3.8.5 Termination

1.6.9.3.8.5.1 Effect of Noncompliance

Noncompliance by the Contractor (or any of its staff, agents, or subcontractors) with any requirement in these HIPAA Business Associate Provisions may subject the Contractor to termination under any applicable default or other termination provision of this Contract.

1.6.9.3.8.5.2 Effect of Termination.

1.6.9.3.8.5.2.1 If this Contract has records management requirements, the Contractor shall handle such records in accordance with the records management requirements. If this Contract does not have records management requirements, the Contractor shall handle such records in accordance with paragraphs **1.6.9.4.8.5.2.2** and **1.6.9.4.8.2.3** below. If this Contract has provisions for transfer of records and PII/PHI to a successor contractor, or if DHA gives directions for such transfer, the Contractor shall handle such records and information in accordance with such Contract provisions or DHA direction.

1.6.9.3.8.5.2.2 If this contract does not have records management requirements, except as provided in paragraph 1.6.9.4.8.5.2.3 below, upon termination of the Contract, for any reason, the Contractor shall return or destroy all PHI received from the Government, or created or received by the Contractor on behalf of the Government that the Contractor still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the PHI.

1.6.9.3.8.5.2.3 If this Contract does not have records management provisions and the Contractor determines that returning or destroying the PHI is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of PHI is infeasible, the Contractor shall extend the protections of the Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

1.6.9.3.8.6 Miscellaneous

1.6.9.3.8.6.1 Survival. The obligations of the Contractor under the "Effect of Termination" provision of paragraph 1.6.9.3.8.5.2 shall survive the termination of this Contract.

1.6.9.3.8.6.2 Interpretation. Any ambiguity in this Contract shall be interpreted in a manner to permit compliance with the HIPAA Rules and the DoD HIPAA issuances.

1.6.9.3.9. Breach Response

In the event of a breach of PII/PHI by the Contractor, the Contractor shall follow the breach response requirements set forth in this paragraph, which are designed to satisfy both the Privacy Act and HIPAA as applicable. If a breach involves only PII, then the Contractor shall comply with DoD Privacy Act Issuance breach response requirements only; if a breach involves PHI (a subset of PII), then the Contractor shall comply with both Privacy Act and HIPAA breach response requirements. A breach involving PHI may or may not constitute an HHS Breach. If a breach is not an HHS Breach, then the Contractor has no HIPAA breach response obligations. In such cases, the Contractor must still comply with breach response requirements under the DoD Privacy Act Issuances.

If the DHA Privacy Office determines that a breach is an HHS Breach, then the Contractor shall comply with both the HIPAA Breach Rule and DoD Privacy Act Issuances, as directed by the Privacy Office, regardless of whether the breach occurs at DHA or at one of the Service components. If the Privacy Office determines that the breach does not constitute an HHS Breach, then the Contractor shall comply with DoD Privacy Act Issuances, as directed by the Privacy Office.

The following provisions of this paragraph set forth the Contractor's Privacy Act and HIPAA breach response requirements for DHA breaches, including but not limited to HHS breaches. For other breaches not involving the DHA Privacy Office (i.e., Privacy Act-only breaches occurring at a Service-level component), the Contractor shall follow the directions of the Service-Level Privacy Office.

The Contractor shall comply with all breach response requirements set forth in this paragraph. In general, for breach response, the Contractor shall report the breach to the government, assess the breach incident, notify affected individuals, and take mitigation actions as applicable. Because DoD defines "breach" to include possible (suspected) as well as actual (confirmed) breaches, the Contractor shall implement these breach response requirements immediately upon the Contractor's discovery of a possible breach.

1.6.9.3.9.1 Reporting Provisions

The Contractor shall report the breach within one hour of discovery to the US Computer Emergency Readiness Team (US CERT), and, within 24 hours of discovery, to the DHA Privacy Office, and the other parties set forth below (Deliverable 8). The Contractor is deemed to have discovered a breach as of the time a breach (suspected or confirmed) is known, or by exercising

reasonable diligence would have been known, to any person (other than the person committing it) who is an employee, officer or other agent of the Contractor.

The Contractor shall submit the US-CERT report using the online form at https://forms.us-cert.gov/report/. Before submission to US-CERT, the Contractor shall save a copy of the on-line report. After submission, the Contractor shall record the US-CERT Reporting Number. Although only limited information about the breach may be available as of the one hour deadline for submission, the Contractor shall submit the US-CERT report by the deadline. The Contractor shall e-mail updated information as it is obtained, following the instructions at http://www.us-cert.gov/pgp/email.html. The Contractor shall provide a copy of the initial or updated US-CERT report to the DHA Privacy Office and the applicable Service-Level Privacy Office, if requested by either. Contractor questions about US-CERT reporting shall be directed to the DHA Privacy Office, not the US-CERT office.

The Contractor report to DHA due within 24 hours shall be submitted by completing the New Breach Reporting Form DD 2959 at the Breach Response page on the DHA Privacy Office web site and emailing that form to the DHA Privacy Office, the DHA CO and COR, and the DHA Program Office (or Service-Level Privacy Office) applicable to the Contractor (Deliverable 9). For the applicable Program Office, the Contractor shall e-mail the notice to its usual Point of Contact (POC) unless the POC specifies another addressee for breach reporting. Encryption is not required, because Breach Report Forms should not contain PII/PHI. The email address for notices to the DHA Privacy Office is provided at the Privacy Office website breach response page. If electronic mail is not available, telephone notification is also acceptable, but all notifications and reports delivered telephonically must be confirmed by email as soon as technically feasible.

If multiple beneficiaries are affected by a single event or related set of events, then a single reportable breach may be deemed to have occurred, depending on the circumstances. The Contractor shall inform the DHA Privacy Office as soon as possible if it believes that "single event" breach response is appropriate; the DHA Privacy Office will determine how the Contractor shall proceed and, if appropriate, consolidate separately reported breaches for purposes of Contractor report updates, beneficiary notification, and mitigation. The corresponding CDRL, entitled "Breach Report," provides further guidance on completing and updating the Breach Report Form.

When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Contractor shall submit a revised form or forms, stating the updated status and previous report date(s) and showing any revisions or additions in red text. Examples of updated information the Contractor shall report include, but are not limited to: confirmation on the exact data elements compromised, the root cause of the incident, and any mitigation actions to include, sanctions, training, incident containment, follow-up, etc. The Contractor shall submit these report updates promptly after

the new information becomes available. Prompt reporting of updates is required to allow the DHA Privacy Office to make timely final determinations on any subsequent notifications or reports. The Contractor shall provide updates to the same parties as required for the initial Breach Report Form. The Contractor is responsible for reporting all information needed by the DHA Privacy Office to make timely and accurate determinations on reports to HHS as required by the HHS Breach Rule and reports to the Defense Privacy and Civil Liberties Office as required by DoD Privacy Act Issuances.

In the event the Contractor is uncertain on how to apply the above requirements, the Contractor shall consult with the CO, who will consult with the Privacy Office as appropriate when determinations on applying the above requirements are needed.

1.6.9.3.9.2 Individual Notification Provisions

If the Privacy Office determines that individual notification is required, the Contractor shall provide written notification to individuals affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities of the individuals are ascertained. The 10 day period begins when the Contractor is able to determine the identities (including addresses) of the individuals whose records were impacted.

The Contractor's proposed notification to be issued to the affected individuals shall be submitted to the parties to which reports are submitted under Paragraph 1.6.9.4.9.1 for their review, and for approval by the DHA Privacy Office. Upon request, the Contractor shall provide the DHA Privacy Office with the final text of the notification letter sent to the affected individuals. If different groups of affected individuals receive different notification letters, then the Contractor shall provide the text of the letter for each group. (PII shall not be included with the text of the letter(s) provided.) Copies of further correspondence with affected individuals need not be provided unless requested by the Privacy Office. The Contractor's notification to the individuals, at a minimum, shall include the following:

- —The individual(s) must be advised of what specific data was involved. It is insufficient to simply state that PII has been lost. Where names, Social Security Numbers (SSNs) or truncated SSNs, and Dates of Birth (DOBs) are involved, it is critical to advise the individual that these data elements potentially have been breached.
- —The individual(s) must be informed of the facts and circumstances surrounding the breach. The description should be sufficiently detailed so that the individual clearly understands how the breach occurred.
- —The individual(s) must be informed of what protective actions the Contractor is taking or the individual can take to mitigate against potential future harm. The notice must refer the

individual to the current Federal Trade Commission (FTC) web site pages on identity theft and the FTC's Identity Theft Hotline, toll-free: 1-877-ID-THEFT (438-4338); TTY: 1-866-653-4261.

—The individual(s) must also be informed of any mitigation support services (e.g., one year of free credit monitoring, identification of fraud expense coverage for affected individuals, provision of credit freezes, etc.) that the Contractor may offer affected individuals, the process to follow to obtain those services and the period of time the services will be made available, and contact information (including a phone number, either direct or toll-free, e-mail address and postal address) for obtaining more information.

Contractors shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, email address, and postal address.

If the Contractor determines that it cannot readily identify, or will be unable to reach, some affected individuals within the 10 day period after discovering the breach, the Contractor shall so indicate in the initial or updated Breach Report Form. Within the 10 day period, the Contractor shall provide the approved notification to those individuals who can be reached. Other individuals must be notified within 10 days after their identities and addresses are ascertained. The Contractor shall consult with the DHA Privacy Office, which will determine the media notice most likely to reach the population not otherwise identified or reached. The Contractor shall issue a generalized media notice(s) to that population in accordance with Privacy Office approval.

The contractor shall, at no cost to the government, bear any costs associated with a breach of PII/PHI that the Contractor has caused or is otherwise responsible for addressing.

Breaches are not to be confused with security incidents (often referred to as cyber security incidents when electronic information is involved), which may or may not involve a breach of PII/PHI. In the event of a security incident not involving a PII/PHI breach, the Contractor shall follow applicable DoD Information Assurance requirements under its contract. If at any point the Contractor finds that a cyber security incident involves a PII/PHI breach (suspected or confirmed), the Contractor shall immediately initiate the breach response procedures set forth below. The Contractor shall also continue to follow any required cyber security incident response procedures to the extent needed to address security issues, as determined by DoD/DHA.

1.6.10 Protection of Information

1.6.10.1 Dissemination of Information/Publishing

There shall be no dissemination or publication, except within and between the Contractor and any who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the DHA Contracting Officer. DHA approval for publication will require provisions which protect the intellectual property and patent rights of both DHA and the Contractor.

1.6.11 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the Government views the contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.12 Contracting Officer Representative (COR)-See attachment 3-COR Delegation Letter

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.13 Key Personnel

Key Personnel who either: (i) the Offeror proposed pre-award, or, alternatively, (ii) are replacement Key Personnel pursuant to the CO's written and signed authorization, shall not be replaced for a period of one year after award or after replacement, respectively, except for:

Serious, prolonged illness, the onset of which post-dates the Contractor's submission of that Key Person's resume to the Government; Death; and in the case of a Key Person who was a Contractor employee when the Contractor submitted his or her resume to the Government, the

Key Person leaves the Contractor's employ for reasons other than retirement and does not commence work for a subcontractor working on this contract or for the Contractor after a hiatus.

The Contractor agrees that it has a contractual obligation to mitigate the consequences of the loss of Key Personnel and shall promptly secure any necessary replacements in accordance with this PWS section. Failure to replace a Key Person pursuant to this clause and without a break in performance of the labor category at issue shall be considered a condition endangering contract performance and may provide grounds for default termination.

Substitutions of Key Personnel proposed to the CO shall have qualifications equal to or superior than the Key Personnel being replaced. The Contractor shall submit those qualifications to the Contracting Officer in writing (e.g., résumés, curriculum vitae) at least two weeks (or as the CO otherwise agrees in writing) before Key Personnel may be replaced.

No Key Personnel can be replaced without written authorization from the CO.

Substitute Key Personnel must submit necessary clearance information before commencing performance and with sufficient lead-time to avoid a break in performance of the subject labor category.

The Government has determined that the following are defined as Key Personnel:

Project Manager – This position will serve as the overall project lead. This position will be able to take responsibility for overall management of technical staff; conduct analysis of overall projects and programs; accomplish periodic status reports and prepare program reviews.

1.6.14 Identification of Contractor Employees

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.15 Contractor Travel

Contractor travel will be authorized by the Government on an as needed basis.

1.6.16 Other Direct Costs

Defense Manpower Data Center

1.6.17 Data Rights

The Government has unlimited rights to all data identifiable as a contract deliverable under this contract. Data, including information pertaining to Military Health System (MHS) eligible beneficiaries, may not be used for any other purpose other than expressed in the contract, or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.18 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.19 Deliverables

- 1.6.19.1 The Contractor shall provide a Transition In Plan with their proposal detailing the necessary transition in tasks to meet the requirements of this contact. (Deliverable 10).
- 1.6.19.2 The Contractor shall collect and report to the Defense Manpower Data Center (DMDC) newly identified OHI data according to the cycle specified in the Task Order. Information supplied shall be current, accurate, and 100% verified prior to transferring to DMDC (Deliverable 11).
- 1.6.19.3 Prior to submitting the collected data, the Contractor shall contact the appropriate insurance company/employer to verify that the information is current, accurate, and 100% correct before it is transferred to DMDC. The verified OHI data will be used by DMDC

staff to input into DEERS and shared with other automated systems as applicable (Deliverable 12).

- 1.6.19.4 The Contractor shall provide a monthly progress report detailing progress and status of the OHI discovery processes, and shall include any information if unable to meet the contract requirements (**Deliverable 13**).
- 1.6.19.5 The Contractor shall provide a Program Management Plan no later than 5 calendars days after contract award detailing how the Contractor will plan to accomplish the work prescribed in <u>this</u> contract (**Deliverable 14**).
- 1.6.19.6 The Contractor shall provide an Incoming Transition Plan with the proposal and updated no later than 5 days after contract award. The Contractor shall provide an Outgoing Transition Plan with the proposal and updated no later than 90 calendar days after contract award detailing the tasks they will take upon termination of this contract. Incoming and Outgoing Transition shall not exceed 60 days, each. (Deliverable 10 and 15).

PART 2 DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. **DEFINITIONS**:

- 2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service. The term used in this contract refers to the Prime Contractor.
- 2.1.2. CONTRACTING OFFICER (CO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- 2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.1.5. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract; listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.
- 2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

- 2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.
- 2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR Alternate Contracting Officer's Representative

CDRL Contract Deliverable Requirements List

CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

CO Contracting Officer

COR Contracting Officer Representative

COTS Commercial-Off-the-Shelf

DD FORM 254 Department of Defense Contract Security Requirement List

DEERS Defense Enrollment Eligibility Reporting System
DFARS Defense Federal Acquisition Regulation Supplement

DHA Defense Health Agency
DMDC Defense Manpower Data Center
DOD Department of Defense
DSA Data Sharing Agreement
DUA Data Use Agreement

FAR Federal Acquisition Regulation
FOIA Freedom of Information Act
HHS Health and Human Services

HIPAA Health Insurance Portability and Accountability Act of 1996

MHS Military Health System
MTF Military Treatment Facility

OCI Organizational Conflict of Interest

OCONUS Outside Continental United States (includes Alaska and Hawaii)

ODC Other Direct Costs
OHI Other Health Insurance

OMB Office of Management and Budget
PHI Protected Health Information
PIA Privacy Impact Assessment

PII Personally Identifiable Information

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PIPO Phase In/Phase Out POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program
SORN System of Record Notices

TE Technical Exhibit

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: None

3.2 Facilities: None

3.3 Utilities: None

3.4 Equipment: None

3.5 Materials: The Government will provide patient data files in an electronic format identifying Uniformed Services beneficiaries that do not currently have any OHI documented in DEERS so the Contractor can perform the tasks required by this contract.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

PART 5

SPECIFIC TASKS

5. Specific Tasks:

- 5.1 Begin identification and validation of billable other health insurance for non-active duty service member beneficiaries that have no commercial health insurance information on file within 60 days of contract award.
- 5.2 After validation, update existing OHI information stored in the OHI repository in the Defense Enrollment Eligibility Reporting System (DEERS) database within 60 calendar days. The Contractor shall have the ability to access DEERS, if required, by the end of the transition period.
- 5.3 The Contractor shall, to the maximum extent possible, detect, record, and report newly discovered and validated OHI policy information.
- 5.4 The Contractor shall verify the currency and accuracy of OHI Data with the commercial insurer or employer prior to submittal to the DoD.
- 5.5 The Contractor shall format OHI Data that can be directly consumed by the existing DMDC Other Health Insurance web service to load the data to the DEERS OHI repository. The data must comply to HIPAA data elements and values. Correct any data file discrepancies within 5 calendar days and resubmit to the Government.
- 5.6 The Contractor shall complete the OHI fields for each policy identified at the time the insurance policy data is provided.
- 5.7 The Contractor shall perform integration testing with the DMDC external test environment.
- 5.8 The Contractor shall coordinate with the DHA OHI Verification Point of Contact (VPOC) on any necessary updates to the DEERS OHI Standard Insurance Table or Health Insurance Carrier information. Government will respond within 3 business days.
- 5.9 The Contractor shall describe how they will store, safeguard, and safely transmit all personal identifying information and protected health insurance data.
- 5.10 The Contractor shall establish a Memorandum of Understanding (MOU) for the purpose of addressing necessary cooperation, exchange of information, contract specific OHI variables, and points of contact to include but limited to database updates, OHI discrepancies, beneficiary and congressional inquiries. The MOU will specifically address the frequency and format of OHI

and Coordination of Benefit data which will be provided to the MCSC, Pharmacy, and Overseas contracts by the ID/OHI Validation Coordinator.

PART 6 OTHER TERMS, CONDITIONS, AND PROVISIONS

6.0 Other Terms, Conditions, and Provisions

Common Access Cards. The contractor must identify all employees who will require a Common Access Card (CAC) prior to authorization for access to any DoD Information System. CAC issuance is limited to contractor employees with job requirements to access to DoD Information Systems. The contractor shall ensure all employees accessing the DEERS database or the B2B Gateway must have and use a DoD issued CAC. The contractor shall procure, install, and maintain desktop level CAC readers and middleware. See TRICARE Systems Manual 7950.2-M Chapter 1, paragraph 1.1, paragraph 7.0 Personnel Security ADP/IT Requirements; paragraph 8.3 Verification Process for Contractor Employees Requiring CACs; and paragraph 10.0 Public Key Infrastructure for technical specifications.

6..2 Contractor Employees

6..2.1 Contractor Identification

The Contractor shall ensure that Contractor personnel identify themselves as Contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

6.2.2 Attendance at Meetings

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel make their Contractor status known during introductions.

6.2.3 Use of Military Rank by Contractor Personnel

Contractor personnel, while performing in a Contractor capacity, are prohibited from using their retired or reserve component military rank or title in all written or verbal communications associated with the contract under which they provide services.

6.2.4 Enterprise-wide Contractor Manpower Reporting Application. (Deliverable 16)

Contractor Manpower Reporting for Contract Performance Work Statement and Related Background Information

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the DHA via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil

PART 7

APPLICABLE PUBLICATIONS

7. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

7.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures as referenced in this document. Local or Agency specific publications will made available to the Contractor,

PART 8

ATTACHMENT/TECHNICAL EXHIBIT LISTING

- 8. Technical Exhibit List:
- 8.1 Technical Exhibit 1 Performance Requirements Summary
- 8.2 Attachment 2/Technical Exhibit 2 Deliverables Schedule
- 8.3 Technical Exhibit 3 Estimated Workload Data
- 8.4 Technical Exhibit 4 Required Data for Other Health Insurance Policy, Policy Coverage and Health Insurance Carrier
- 8.5 Technical Exhibit 5 DD Form 254
- 8.6 Technical Exhibit 6 Nondisclosure Agreement
- 8.7 Technical Exhibit 7 Instruction for Contractor Access to DoD IT Systems
- 8.8 Technical Exhibit 8 Checklist and Certification for Minimum Level of Enhanced Safeguarding for Unclassified DoD Information
- 8.9 Technical Exhibit 9 Written Determination in Support of Minimum Level of Enhanced Safeguarding for Unclassified DoD Information

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance
PRS # 1. The contractor shall provide timely plans and reports.	The contractor submits plans and reports at times specified in the contract.	Reports are submitted on time at least 95% of the time	100% inspection by COR
PRS #2 The contractor shall use provided patient data to discover and identify new policy information (commercial health insurance carriers).	Review and document the existence of billable health insurance information.	100% accurate billable information.	Verification of billable patient policy information based on feedback from MTFs and TRICRE Contractors as reported to the COR
PRS # 3 The OHI data file is timely, complete, and without data element errors.	The OHI data file can be imported back into DEERS without manipulation by the Government.	Version is accurate 95% of the time	100% inspection as reported to the COR by DMDC

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Performance Objective	Standard	Performance Threshold (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance
PRS #4 Store, safeguard, and safely transmit all personal identifying information and protected health insurance data	Provide the protections outlined in the HIPAA guidelines and the Privacy Act of 1974.	100% security of the data.	Immediate notification of reportable incidents; monitored by COR and PO.

DELIVERABLES SCHEDULE

The following abbreviations are used in the delivery/deliverable schedule:

Abbreviation	Definition
COR	Contracting Officer's Representative
	for the Task Order
CS	Contract Specialist
DA	Days after
DACA	Days after contract award (award of
	this order)
DAEOM	Days after end of month
Days	Calendar Days unless otherwise
	specified
DID	Data Item Description
E	Electronic Copy
Н	Hard Copy
NLT	Not Later Than
PWS Ref	Performance Work Statement
	Reference (paragraph number)
WDA	Working Days After
TM	Task Manager
Dist	Distribution
EOC	End of Contract
PA&TIO	Performance, Analysis, Transition, and
	Integrations Office
PO	Privacy Office
US CERT	US Computer Emergency Readiness
	Team
DMDC	Defense Manpower Data Center
VPOC	Verification Point of Contact

Item	PWS Ref	Title	Dist	Ε	н	Initial	Subsequent	Incentive
Deliverable 1	1.6.1	Quality Control Plan	COR TM	1 1	0	With proposal	5 DACA, update as required	Past Performance Rating
Deliverable 2	1.6.8 Attach 6	Non-Disclosure Agreement	COR TM	0	1 1	Signed statements are due, from each employee assigned, prior to performing ANY work on this task.		Past Performance Rating

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Item	PWS Ref	Title	Dist	Ε	Н	Initial	Subsequent	Incentive
Deliverable 3	1.6.9.1 Attch 8	Checklist and Certification for Minimum Level of Enhanced Safeguarding for Unclassified DoD Information	COR TM PA&TIO	1 1 1	000	5 DACA	NLT 30 calendar days prior to the start of each Option Period or when there has been a change in compliance with any of the IA controls listed on the checklist.	Past Performance Rating / withhold data file
Deliverable 4	1.6.9.1 Attach 9	Written Determination in Support of DoDI 8582.01 Checklist	COR TM PA&TIO	1 1 1	0 0 0	As Needed	As Needed	Past Performance Rating / Withhold Data File
Deliverable 5	1.6.9.3.5 Attach 10	Privacy Impact Assessment	COR TM PO	1 1 1	0 0	5 DACA	Update as required	Past Performance Rating
Deliverable 6	1.6.9.3.6Atta ch 11	Data Sharing Agreement	COR TM PO	1 1 1	0 0 1	As Required	As Needed	Past Performance Rating
Deliverable 7	1.6.9.3.7	Privacy Act and HIPAA Training	COR TM	1	0	Within 30 days of being assigned to the contract	On an annual basis based on the trainee's birth month thereafter	Past Performance Rating / Withhold Data File
Deliverable 8	1.6.9.3.9.1	Breach Reporting	US CERT PO	1	0	With one hour of discovery to the US CERT Within 24 hours of discovery to the DHA Privacy Office, and other parties as necessary	As required	Past Performance Rating
Deliverable 9	1.6.9.3.9.1	DD Form 2959 – New Breach Reporting Form	CO COR PO	1 1 1	0 0 0	Within 24 hours of discovery	As required	Past Performance Rating
Deliverable 10	1.6.19	Incoming Transition Plan	COR TM	1 1	1 0	With Proposal	Update 5 DACA	Past Performance Rating
Deliverable 11	1.6.19.2	Collect and report current, accurate, and verified OHI data	DMDC COR	1	0	Upon completion of each task order	As needed when corrections are required	Past Performance Rating
Deliverable 12	1.6.19.3	Verify OHI data with appropriate insurer or employer	DMDC COR TM	1 1 1	0 0	For each data record submitted	As needed when corrections are required	Past Performance Rating
Deliverable 13	1.6.19.4	Monthly Progress Report	COR TM	1 1	0	NLT 45 DACA	NLT 15 th of each month	Past Performance Rating
Deliverable 14	1.6.19.5	Program Management Plan	COR	1	0	NLT 5 DACA	Updates when personnel changes occur	Past Performance Rating
Deliverable 15	1.6.19.6	Outgoing Transition Plan	COR TM	1 1	0	With proposal	NLT 90 DACA, Update as required	Past Performance Rating

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Item	PWS Ref	Title	Dist	Ε	н	Initial	Subsequent	Incentive
Deliverable 16	6.2.4	Contractor Manpower Reporting	COR	1	1	No later than October 31 of each calendar year	No later than October 31 of each calendar year	Past Performance Rating

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY
1	Identification of New OHI Policies	Potential New Policies
	For non-Active Duty Service Member Beneficiaries (approximately 8,098,108 beneficiaries as of 31 Dec 2013); assume a hit rate of 2% - 7% that were previously unknown to DoD and also OHI in general will decline 1% per year due to non-ADSMs dropping OHI.	
	FY14 – Initial Clean Up (last 5.5 months)	359,260
	FY15 – Initial Clean Up (first 6.5 months)	357,297
	FY15 (last 5.5 months)	35,449
	FY16	70,350
	FY17	69,646
	FY18	68,950
	FY19	68,260

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2	Validation of Existing OHI Placeholder Policies	Potential Validated Policies
	For non-active duty service member beneficiaries that have an OHI placeholder in DEERS that requires verification of currency and updating of policy information. As of 1 Nov 2013, approximately 587,000 OHI placeholders in DEERS; assume 50% actually are still current OHI policies.	
	Approximately 13,000 additional OHI placeholders are added each month to DEERS that require verification of currency and updating of policy information.	
1		147,152
	FY14 – Initial Clean-Up (last 5.5 months)	146,348
	FY15 – Initial Clean-Up (first 6.5 months)	77,944
	FY15 (last 5.5 months)	155,888
	FY16	155,888
	FY17	155,888
	FY18	155,888
	FY19	

Required Data for Other Health Insurance Policy, Policy Coverage and Health Insurance Carrier

The following information is needed to create a new Other Health Insurance Policy and Other Health Insurance Policy Coverage in the Other Health Insurance/Standard Insurance Table Webbased Application.

Note that Other Health Insurance Policy and coverage needs to link to the Standard Insurance Table for the appropriate insurance company and claims address. If the insurance company information is not already in the Standard Insurance Table, the health insurance company information must be supplied and then linked to the other health insurance policy information.

Standard Insurance Table/Health Insurance Carrier

In order to provide the Other Health Insurance Policy and Other Health Insurance Policy Coverage information, the Health Insurance Carrier and the Carrier's Claims Address information must already exist in the Other Health Insurance/Standard Insurance. If the Health Insurance Carrier and Claims Address information is not already available in the system, the following Health Insurance Carrier Information and Claims Address information must be supplied:

Minimum data for Health Insurance Carrier (HIC): Carrier Name

The name of the Health Insurance Carrier (e.g., Blue Shield). The Carrier Name must contain at least 3 alphanumeric characters, including the ampersand and cannot exceed 35 characters.

Point of Contact Name

The full name of the Other Health Insurance (OHI) Point of Contact.

Point of Contact Phone

The telephone number of the Health Insurance Carrier Point of Contact.

Coverage Type Code (cannot be null)

The code that represents the type of coverage provided by the Health Insurance Carrier. Values:

DN = Dental IP = Inpatient

LT = Long Term Care

MD = Medical Only

MH = Mental Health

OP = Outpatient

PH = Personal Hospitalization

RX = Pharmacy Only

SN = Skilled Nursing

VI = Vision

XM = Comprehensive Medical (default)

Coverage Payer Type Code

Health Insurance Carrier Payer Type Code (System Name: HIC_CVG_PYR_TYP_CD) The code that indicates the payer type.

Values:

B = Both Institutional and Professional (default)

I = Institutional Only

N = Non-billable

P = Professional Only

Health Insurance Carrier Street Address or P. O. Box Address

The mailing address of the health insurance carrier.

Health Insurance Carrier Mailing Address City

The name of the city used in the mailing address of the health insurance carrier.

State

The two letter postal abbreviation of the state in the Health Insurance Carrrier's mailing address.

ZIP Code

The ZIP Code of the Health Insurance Carrier's mailing address is required when the Country Code is US. The ZIP Code is five characters in length.

Country Code (cannot be null)

The two letter FIPS abbreviation of the country in the Health Insurance Carrier's mailing address.

Telephone Number

The telephone number of the Health Insurance Carrier. The telephone number includes the area code and 7-digit phone number only. Do not enter a 1 to indicate long-distance. You may only input a US telephone number that is 10 characters long - 3 numbers for the area code, 7 characters for the telephone number

The section above details the additional information needed when the Health Insurance Carrier is not already in the system.

If the Other Health Insurance Policy and Other Health Insurance Policy Coverage are being added to an existing Health Insurance Carrier, then only the information below is required.

Other Health Insurance Policy

This section details the minimum information required to add an Other Health Insurance (OHI) Policy. Any new Other Health Insurance Policy must also include the Other Health Insurance Policy Coverage information detailed in a later section.

Policy Identifier

The Policy Identifier represents the policy number of the Other Health Insurance Policy. The Policy Identifier can contain letters and numbers up to 20 characters in length.

Health Insurance Carrier Identifier

The Health Insurance Carrier Identifier is the identifier that represents the health insurance carrier (e.g., Aetna or Blue Shield) in the Standard Insurance Table (SIT). The Health Insurance Carrier Identifier is a nine character value that is automatically created when the Health Insurance Carrier is first entered into the system. The Health Insurance Carrier Identifier must be supplied when adding information, such as a Policy, that is related to the Health Insurance Carrier.

Health Insurance Portability and Accountability Act (HIPAA) Insurance Type Code

If the Policy is a Group Policy, then the Health Insurance Portability and Accountability Act (HIPAA) Insurance Type Code must be supplied with a value of "GP" for Group Policy. If the policy is a Group Policy, then following fields are also required:

Group Policy Identifier: the identifier that represents the policy of the Other Health Insurance group.

Group Plan Name: the Other Health Insurance HIPAA Group Plan Name is the name associated with the Other Health Insurance (OHI) Health Insurance Portability and Accountability Act (HIPAA) group plan.

Group Employer Name: the name of the Other Health Insurance (OHI) group employer.

Group Employer Phone: the telephone number of the Other Health Insurance (OHI) group employer.

HIPAA Person Associate Code

The code that represents the association between the person and the Other Health Insurance Policyholder for HIPAA.

Values:

- 01 Spouse
- 04 Grandfather or Grandmother
- 05 Grandson or Granddaughter
- 07 Nephew or niece
- 09 Adopted child
- 10 Foster child
- 15 Ward
- 17 Stepson or Stepdaughter
- 18 Self
- 19 Child
- 20 Employee
- 21 Unknown
- 22 Handicapped Dependent
- 23 Sponsored Dependent
- 24 Dependent of a Minor Dependent
- 29 Significant Other
- 32 Mother
- 33 Father
- 34 Other Adult
- 36 Emancipated Minor
- 39 Organ Donor
- 40 Cadaver Donor
- 41 Injured Plaintiff
- 43 Child Where Insured Has No Financial Responsibility
- 53 Life partner
- G8 Other Relationship

Claim Filing Code

The code that indicates claim filing for Other Health Insurance coverage.

Values:

- 09 Self Pay
- 10 Central Clarification
- 11 Other Non-Federal Programs
- 12 Preferred Provider Organization (PPO)
- 13 Point of Service (POS)
- 14 Exclusive Provider Organization (EPO)
- 15 Indemnity Insurance
- 16 Health Maintenance Organization (HMO) Medicare Risk
- AM Automobile Medical
 BL Blue Cross/Blue Shield
- CI Commercial Insurance Company
- DS Disability
- **HM** Health Maintenance Organization
- LI Liability
- LM Liability Medical
- MB Medicare Part B
- MC Medicaid
- OF Other Federal Program
- TV Title V
- WC Workers' Compensation Health Claim
- ZZ Mutually Defined Unknown

OHI Policy Coverage

This section details the minimum information required to add OHI Coverage to the OHI Policy. The OHI Policy Coverage information is required when creating a new OHI Policy.

HIC Coverage Type Code

The code that represents the type of coverage provided by the Health Insurance Carrier.

Values:

DN Dental

IP Inpatient

LT Long Term Care

MD Medical Only
MH Mental Health
OP Outpatient

PH Partial Hospitalization

RX Pharmacy Only SN Skilled Nursing

VI Vision

XM Comprehensive Medical (default)

OHI Coverage Type Code

The code that indicates a type of coverage for the Other Health Insurance.

Values:

DN Dental IP Inpatient

LT Long Term Care
MD Medical Only
MH Mental Health
OP Outpatient

PH Partial Hospitalization

RX Pharmacy Only SN Skilled Nursing

VI Vision

XM Comprehensive Medical (default)

OHI Coverage Payer Type Code

The code that indicates the payer type for Other Health Insurance carrier coverage.

Values:

B Both Institutional and Professional (default)

I Institutional Only

N Non-billable

P Professional Only

Other Health Insurance Policy Coverage Effective Date (yyyymmdd)

Other Health Insurance Policy Coverage Effective Calendar Date is the date when the Other Health Insurance Policy Coverage became effective.

Coverage Precedence Code

The code that indicates the precedence or order of priority for the Other Health Insurance policy coverage.

Values:

- 1 Primary (default)
- 2 Secondary
- 3 Tertiary
- N Non-ranked

TECHNICAL EXHIBIT 5- See attachment 4-DD 254

TECHNICAL EXHIBIT 6- See attachment 1-NDA

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Defense Health Agency Office of Administration, Support Services Division, Personnel Security Branch Instructions for Contractor Access to DoD IT Systems

I. BACKGROUND

The Department of Defense (DoD) requires contractor personnel designated for assignment to an ADP/IT position to undergo a successful security screening before being granted access to DoD information technology (IT) systems that contain sensitive data. Contractor personnel in positions requiring access to the following must be designated as ADP/IT-I or ADP/IT-II:

- Access to a secure DoD Facility
- Access to a DoD Information System (IS) or a DoD Common Access Card (CAC)-enabled network
- Access to DEERS or the B2B Gateway.

Effective October 1, 2009, DoD transitioned to the Electronic Questionnaires for Investigations Processing (e-QIP) for the processing of investigative Standard Forms (SFs) to include SF-85 (Questionnaire for Non-Sensitive Positions), SF-85P (Questionnaire for Public Trust Positions), and SF-86 (Questionnaire for National Security Positions). e-QIP is a web-based automated system managed by the Office of Personnel Management (OPM), which facilitates the processing of SFs for background investigations. Most companies having DHA contracts have positions of Public Trust and require the submission of the SF-86. The DHA, Office of Administration, Support Services Division, Personnel Security Branch (TMA PSB) coordinates with companies on the use of e-QIP. The TMA PSB shall provide each Facility Security Officer (FSO) the training necessary to access and use e-QIP.

Contractor personnel are required to initiate in e-QIP a background investigation in accordance with their position designations, which then must be favorably completed with OPM. However, the DHA PSB may approve interim access to contractor personnel for access to DoD IT systems based on a favorable advance National Agency Check (NAC) and Federal Bureau of Investigation (FBI) fingerprint check. Approval of interim access provides the contractor the opportunity to obtain a Common Access Card (CAC).

In order to safeguard against inappropriate use and disclosure of sensitive information, the following references and guidance are used by DHA as source documents:

- Privacy Act of 1974
- Health Insurance Portability and Accountability Act (HIPAA) of 1996
- DoD 6025.18-R, "DoD Health Information Privacy Regulation, January 2003
- DoD 5200.2-R, "DoD Personnel Security Program, January 1987
- DoD 5400.11-R, "Department of Defense Privacy Program, May 14, 2007)
- DoDI 8500.1, "Information Assurance (IA)", October 24, 2002
- Homeland Security Presidential Directive 12 (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
- Federal Information Processing Standards Publication 201 (FIPS 201-1), Personal Identify Verfication (PIV) of Federal Employees and Contractors, March 2006
- Directive Type Memorandum (DTM) 08-006, DoD Implementation of Homeland Security Presidential Directive -12 (HSPD-12), November 26, 2008
- Request for Waiver to Grant Interim Access to DoD Information Systems for TRICARE Contractor Employees, May 14, 2009
- OPM, Aligning OPM Investigative Levels with Reform Concepts, August 24, 2010
- DoD Standardized Investigation Request Procedures, November 4, 2010

The requirements above must be met by contractors and subcontractors who have access to DoD IS containing information protected by the Privacy Act of 1974 and Protected Health Information (PHI) under HIPAA.

II. PURPOSE

The purpose of this instruction is to define the Contractor's responsibilities when contractor personnel require access to DoD IT systems.

III. SCOPE OF WORK

- A. **Contract/Order.** Upon notification that a contract/order has been awarded, the Contractor awarded the contract/order shall:
- (1) Contact the DHA PSB and provide its company name, mailing address, e-mail address, telephone number, fax number, and the name of its designated official or Facility Security Officer (FSO).
- (2) Provide its contract number, delivery order number, and contract beginning and ending dates.
- B. ADP/IT Position Sensitivity Designations. The Contractor shall ensure all contractor personnel, including any subcontractor personnel, are designated as ADP/IT-I or ADP/IT-II when their duties meet the criteria of the position sensitivity designations. The Contractor FSO shall use the guidance below to determine a contractor employee's specific ADP/IT level.

- (1) ADP/IT-I Those positions which have major responsibility for the planning, direction, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software; or responsibility for the preparation or approval of data for input into a system with relatively high risk for effecting severe damage to persons, properties or systems, or realizing significant personal gain. A Single Scope Background Investigation (SSBI) is the type of investigation used for ADP/IT-I Trustworthiness Determinations. The scope of the SSBI is 10 years and includes:
 - Personal Subject Interview (conducted by an OPM Investigator)
 - Standard National Agency Check (NAC)*
 - Employment, education, residence, and reference checks
 - Law enforcement and court record checks
 - Check of citizenship and family's legal status (if foreign born)
 - Check of spouse or cohabitants, and former spouse (if applicable)
 - Credit check
- (2) ADP/IT-II Those positions which have the responsibility for systems' design, operation, testing, maintenance, and/or monitoring, but are carried out under the technical review of an ADP/IT-I. Responsibilities include but are not limited to access to and / or processing of proprietary data requiring protection under the Privacy Act of 1974 or Government-developed privileged information involving the award of contracts.

A National Agency Check with Local Law and Credit (NACLC) is the type of investigation used for ADP/IT-II Trustworthiness Determinations. The scope of the NACLC is 7 years and includes the following:

- Standard NAC*
- Employment, education, residence, and reference checks
- Law enforcement check
- Credit check

*Standard NAC includes: SII, DCII, FBI name check, and FBI National Crime History fingerprint check

Within 5-business days of notification of a contract award, the Contractor FSO shall notify and provide the Contracting Officer Representative (COR) with a list of contractor employees who require access to DoD IT systems. For each contractor employee, the list shall include the individual's name, social security number, date of birth, and the ADP/IT level.

C. Employee Prescreening. The Contractor shall conduct thorough reviews of information submitted on an individual's application for employment in a position that requires an ADP/IT background investigation or involves access via a contractor system to data protected by either the Privacy Act of 1974, as amended, or the HHS HIPAA Privacy and Security Final Rule. This prescreening shall include reviews that:

- Verify United States citizenship
- Verify education (degrees and certifications) required for the position in question
- Screen for negative criminal history at all levels (federal, state, and local)
- Screen for egregious financial history; for example, where adverse actions by creditors
 over time indicate a pattern of financial irresponsibility or where the applicant has taken
 on excessive debt or is involved in multiple disputes with creditors

The prescreening may be conducted as part of the pre-employment screening, but must be completed before the assignment of any personnel to a position requiring the aforementioned ADP/IT accesses. The pre-screening can be performed by the contractor's personnel security specialist, human resource manager, hiring manager or similar individual.

D. Background Investigation Requirements. Effective October 1, 2009, all requests for background investigations shall be submitted to OPM electronically in e-QIP. An interim DoD CAC can be given by the DHA PSB for access to DoD IT systems upon confirmation of a based on a favorable advance NAC, FBI fingerprint check, and an initiated background investigation in e-QIP.

III. ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING (e-QIP)

A. e-QIP Training and Access.

- (1) The Contractor FSO shall obtain the necessary training to access and use e-QIP.
- (2) The Contractor FSO shall provide the following information to TMA PSB for e-QIP user accounts to be created:
 - Social security number
 - Full name
 - Date of birth
 - Place of birth

B. e-QIP Role and Responsibilities.

- (1) The Contractor employee (also known as the applicant in the e-QIP process) shall:
 - Be a US citizen
 - Complete the security questionnaire in e-QIP within 10 calendar days from the date of invitation by the Contractor FSO
 - Sign the e-QIP signature forms provided by the Contractor FSO
 - Provide fingerprints electronically or by using the FD 258, Fingerprint Card

- Complete and submit the TMA CAC request form to the Contractor FSO
- (2) The Contractor FSO shall:
 - Be a US citizen
 - Be a contractor with a minimum investigation equivalent to a NACLC
 - · Provide the applicant with the appropriate processing forms
 - Initiate the applicant's security questionnaire in e-QIP
 - Select the appropriate Agency Use Block (AUB) template in e-QIP
 - Notify the COR by using e-mail that an e-QIP request has been initiated
 - Inform the applicant to complete the security questionnaire in e-QIP within 10 calendar days
 - Serve as the main Point of Contact (POC) for the applicant
 - Monitor the e-QIP request, which includes ensuring the applicant completes the e-QIP request in designated time period
 - Cancel or delete an e-QIP request on an applicant
 - Request e-QIP golden question reset for applicants
 - Print e-QIP signature forms and obtain signatures from the applicant
 - Attach the signature forms in e-QIP before forwarding to TMA PSB for review
 - Mail the applicant's original documents to include the signed e-QIP signature forms and the FD 258 to DHA PSB
 - Fax the DHA CAC request form and Add User form (when applicable) to the Contractor Verification System and Common Access Card Branch (CVS/CACB)

C. Background Investigation Request for ADP/IT-I.

- (1) A background investigation request for an ADP/IT-I position must be approved by both the COR and TMA PSB.
- (2) The Contracting Company shall submit a letter on company letterhead to the COR, which includes a complete job description of the position and the justification for the ADP/IT-I designation, for approval.
- (3) The Contractor FSO shall then forward the approved letter to DHA PSB for approval.

D. Re-investigation Requirements.

(1) Contractor personnel in ADP/IT-I and ADP/IT-II positions have re-investigation requirements. ADP/IT-I positions are re-investigated every 5 years. ADP/IT-II positions are re-investigated every 10 years. The re-investigation must be initiated within 60 days of the closed date of the prior investigation.

- (2) The Contractor FSO shall track the re-investigation requirement for contractor employees. When a re-investigation is needed, the Contractor FSO shall:
 - Initiate the contractor employee's security questionnaire in e-QIP
 - Print contractor employee's e-QIP signature forms then obtain signatures
 - Mail the e-QIP signature forms to the DHA PSB

E. Reciprocal Acceptance of Prior Investigation.

- (1) If a new contractor personnel has a previous investigation, which meets the appropriate level of investigation required; and the break-in-service is 2 years or less, the investigation is reciprocally accepted, and no additional investigation is required.
- (2) The Contracting Company shall request a verification of previous investigation from the DHA PSB, which includes the individual's name, social security number, and the closed date of the investigation. The notification may be sent to the DHA PSB by secure fax or by mail.
- (3) The DHA PSB shall inform the Contractor FSO to confirm the acceptance of the previous investigation.
- (4) The Contractor FSO shall notify the contractor personnel of the acceptance of the previous investigation.

F. Notification of Employee Termination and Removal from DoD IT Systems Access.

- (1) The Contractor FSO shall notify the DHA PSB and CVS/CACB immediately when a contractor employee is terminated from a contract. The notification shall include the individual's name, the termination date, and if the individual's background investigation was initiated in e-QIP. Notification may be sent by mail, e-mail, or secure fax.
- (2) The Contractor FSO shall:
 - Forward a request to remove/delete the contractor employee's access to DoD IT systems
 - Confiscate the DoD CAC from the contractor employee
 - Return the DoD CAC to the CVS/CACB.

G. Requests for Additional Information.

(1) OPM may request additional information while the contractor employee's investigation is in progress. The additional information must be provided to the DHA PSB by the specified date or the background investigation may be closed. If the background investigation is closed, interim access to all DoD IT systems will be terminated.

- (2) The Defense Industrial Security Clearance Office (DISCO) or the Defense Office of Hearing and Appeals (DOHA) may request additional information during the adjudication process. The additional information must be provided within the specified timeframe or the adjudication process will be stopped. If the adjudication process is stopped, interim access to all DoD IT systems will be terminated.
- H. Non-US Citizens. Non-US citizens are not being adjudicated for DHA trustworthiness determinations at this time. Non-US Citizens are not allowed access to DoD IT systems unless approved by an authority designated in Appendix 6, DoD 5200.2-R. Only US citizens shall be granted access and assigned to sensitive duties. Exceptions to these requirements shall be permitted only for compelling national security reasons (DoD 5200.2-R. C2.1.1, AP6.6.1).
- I. Notification and Mailing. The Contractor shall use the following information to contact the DHA PSB. The Contractor shall ensure the safeguarding of any Personally Identifiable Information (PII) when transmitting any forms/documents to DHA PSB.

Mailing Address:

Defense Health Agency
Office of Administration
Support Services Division
Personnel Security Branch
7700 Arlington Blvd., Suite 5101
Falls Church, VA 22042-5101
Secure Fax: (703) 681-6509

E-mail address: TMAPSB@tma.osd.mil

PAYMENT INSTRUCTIONS

Invoicing and Receiving Report Instructions

The Contractor is responsible for submitting invoices and initiating receiving reports electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF) for goods and services rendered under this Contract. For fixed price contracts, the WAWF 2 IN 1 format (for services), and the COMBO format (only for supplies or equipment), are the preferred methods of processing electronic invoices and receiving reports within DHA. Back up documentation (such as timesheets, etc.) can be included and attached to WAWF documents as requested by the responsible COR. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

Contractor personnel (WAWF Vendor role) shall self-register at the web site: https://wawf.eb.mil/xhtml/unauth/web/homepage/NewUser.xhtml, and be activated by the Contractor's designated Electronic Business Point of Contact. WAWF training is available on the internet at https://wawf.eb.mil/xhtml/unauth/web/hompage/Help_Training.xhtml
The Contractor shall submit invoices for payment and initiate receiving reports every month.

The Government shall process invoices for payment and associated receiving reports every month.

Prior to submitting the first WAWF-RA electronic form for a given task order, Contractors should first coordinate with the assigned DHA COR.

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

- a) As prescribed in 232.7004, use the following clause:
- b) ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

c)

- (a) Definitions. As used in this clause—
 - (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32,001 of the Federal Acquisition Regulation.
 - (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
 - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Definitions. Important to the WAWF Process
 - (1) Acceptor: The organization or person designated in block 15 of the SF 1449 (cover page of the purchase request) who accepts the products or services tendered. The acceptor has a unique DoDAAC (Department of Defense Activity Address Code) shown in the upper right had box of block 15 that must be used to notify the acceptor that an electronic invoice is pending.
 - (2) DoDAAC: As stated above, an acronym for Department of Defense Activity Address Code. This code unique to each organization in the Department of Defense. Knowledge of what DoDAAC codes must be input into WAWF electronic invoices is crucial to the payment process as it alerts the acceptor that an invoice is pending for acceptance and alerts the payment office that a completed action is ready to process for payment.
 - (3) Payment Office: The location of the Defense Finance and Accounting Service (DFAS) office shown in block 18a of the SF 1449 that will process your electronic invoices. The payment office also has a unique DoDAAC.

- (c) Options within WAWF include a "combo" for supply items, a 2-in-1 invoice for service contracts and a "stand-alone" invoice. It is recommended that the use of, stand-alone invoices be avoided. The matching of "stand-alone" invoices by DFAS offices requires invoices and receiving reports be separately or individually submitted by the vendor and the receiving activity and can routinely cause lengthy delays and possible rejection because they do not appear together and therefore must be individually matched and then verified. The use of the "combo" or "2-in-1" does not present this problem and avoids the attendant delays associated with matching. Detailed instructions on how to create an invoice, as well as other topical issues, can be found at the WAWF training website at https://wawf.eb.mil/xhtml/unauth/web/hompage/HelpTraining.xhtml
- (d) A key, important, and imperative step for vendors to take is to e-mail notification to the acceptor identified in the contract in block 15 by clicking on the "Send More E-Mail Notifications" link in WAWF upon submission of the electronic invoice instrument (combo or 2-in1). This step provides notice to the acceptor of your pending invoice. Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at

https://wawf.eb.mil/xhtml/unauth/web/homepage/Login.xhtml

- (e) The Contractor may submit a payment request and receiving report using other than WAWF only when—
 - (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
 - (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
 - (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
 - (4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).
- (f) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (g) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (h) The Contractor is responsible for submitting invoices and initiating receiving reports electronically through Wide Area Work Flow Receipt and Acceptance (WAWF) for goods and

services rendered under this Contract. Contractors should use the WAWF cost voucher format to bill on cost-reimbursement contracts, including Time and Materials and Labor Hour (T&M and LH) contracts. For cost-reimbursement, T&M and LH contracts, the DCAA has sole authority for verifying claimed costs and approving interim payment requests, and the Contracting Officer has the sole authority for approving final payment requests. Information on completing a WAWF Cost Voucher is available on the internet at

https://wawf.eb.mil/xhtml/unauth/web/hompage/Help Training.xhtml . WAWF documents are routed using specific location codes. To insure proper routing the following WAWF location codes are provided for this contract:

Pay DoDAAC: HQ0649

Service Acceptor DoDAAC: HT0003

Service Approver / Ext.:

b) (6)

Email: (b) (6)

Self registration for the use of WAWF can be accomplished at https://wawf.eb.mil/index.html. For assistance in registering contact:

1-866-618-5988

COMMERCIAL: 801-605-7095 CSCASSIG@CSD.DISA.MIL

Helpful training on the use of WAWF for the submission of invoices is available on line at https://wawf.eb.mil/xhtml/unauth/web/hompage/HelpTraining.xhtml

- (i) Questions concerning payments:
 - (1) DFAS Indianapolis at 1-888-332-7366. You will need to have the delivery/purchase/contract number ready when calling about payments.
 - (2) Payment and receipt information can be accessed at the DFAS website https://myinvoice.csd.disa.mil/. You will need to have the delivery/purchase/contract number or invoice number to inquire about the payment.

When initiating documents within WAWF, Contractors must use the appropriate two-part DHA location code to include BOTH the Government Acceptor DoDAAC / Extension (Ext) fields and the Local Processing Office (LPO) DoDAAC / Extension fields as displayed within the WAWF application and illustrated below:

Service Acceptor / Ext.

LPO DoDAAC / Ext (b) (6)