

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 700)	Rating DO-C9	Page 1	of pages 46
2. Contract No. H94002-10-C-0003	3. Solicitation No. H94002-09-R-0003	4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 09/22/2009	6. Requisition/Purchase No. 09-CMB-0111	
7. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code H94002	8. Address Offer To (If other than item 7) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code H94002

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 until 12:00 PM (hour) local time Nov 10, 2009 (date).

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

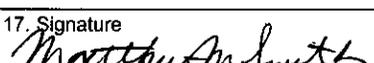
10. For Information Call:	A. Name WILLIAM H. COFFENBERRY	B. Telephone No. (NO COLLECT CALLS) 303-676-3764	C. E-Mail Address
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.				
13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days 0 %	20 Calendar Days 0 %	30 Calendar Days 0 %	Calendar Days 0 %
14. Acknowledgment of Amendments The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	Amendment No.	Date	Amendment No.	Date
	0001	10/30/2009	0003/0004	1/6/2010-1/8/2010
	0002	12/03/2009	0005/0006	1/11/2010-1/12/2010
15A. Name and Address of Offeror	Code 3JCC4	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)	
Cahaba Safeguard Administrators LLC 375 Riverchase Parkway East Birmingham, AL 35244			Matthew M. Smith Executive Director	
15B. Telephone No. (Include area code) (205) 220-4938	15C. Check if Remittance Address is different from above. Enter such address in Schedule.		17. Signature 	18. Offer Date 01/27/2010

AWARD (To be completed by Government)

19. Accepted as to Items Numbered All Items	20. Amount \$898,315.00	21. Accounting and Appropriation 9710100130.1889.102000
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)
24. Administered By (If other than Item 7)	Code	Payment Will be Made By Code
26. Name of Contracting Officer (Type or print) William H. Coffenberry	27. United States of America (Signature of Contracting Officer) 	
	28. Award Date 6 APR 2010	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 52.214 (c)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 0001		3. Effective Date Oct 30, 2009	4. Requisition/Purchase Req. No. 09-CMB-0111	5. Project No. (if applicable) 14698
6. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code MDA906	7. Administered By (If other than Item 6) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Cahaba Safeguard Administrators LLC 375 Riverchase Parkway East Birmingham, AL 35244	(X)	9A. Amendment of Solicitation No. H94002-09-R-0003
	X	9B. Date (See Item 11) Sep 22, 2009
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

Code 3JCC4 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
\$

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

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 01 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to extend the date and time for receipt of offers under this solicitation

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

15A. Name and Title of Signer (Type or Print) Matthew M. Smith Executive Director	16A. Name and title of Contracting Officer (Type or Print) William H. Coffenberry CONTRACTING OFFICER
15B. Contractor/Offeror <i>Matthew M. Smith</i> (Signature of person authorized to sign)	15C. Date Signed 01/27/2010
16B. United States of America <i>William H. Coffenberry</i> (Signature of Contracting Officer)	16C. Date Signed 6 APR 2010

This amendment extends the date and time of receipt of offers under this solicitation as stated in Block 9 B as follows:

From: 12:00 PM , local time November 10, 2009.

TO: 12:00 PM, local time December 10, 2009.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 2
2. Amendment/Modification No. 0002	3. Effective Date Dec 3, 2009	4. Requisition/Purchase Req. No. 09-CMB-0111	5. Project No. (if applicable) 14698	
6. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code MDA906	7. Administered By (If other than Item 6) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066	
8. Name and Address of Contractor (No., Street, County, and Zip Code) Cahaba Safeguard Administrators LLC 375 Riverchase Parkway East Birmingham, AL 35244			(X)	9A. Amendment of Solicitation No. H94002-09-R-0003
			X	9B. Date (See Item 11) Sep 22, 2009
				10A. Modification of Contract/Order No.
				10B. Date (See Item 13)
Code 3JCC4	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to extend the date and time of offers under this solicitation

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

15A. Name and Title of Signer (Type or Print) Matthew M. Smith Executive Director		16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. COFFENBERRY CONTRACTING OFFICER	
15B. Contractor/Offeror <u>Matthew M. Smith</u> (Signature of person authorized to sign)	15C. Date Signed 01/27/2010	16B. United States of America <u>William H. Coffenberry</u> (Signature of Contracting Officer)	16C. Date Signed 6 APR 2010

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

30-105

STANDARD FORM 60 (REV. 10-83)
Prescribed by GSA FPMR (48 CFR) 53.243

This amendment extends the date and time of receipt of offers under this solicitation as stated in Block 9 B as follows:

From: 12:00 PM , local time December 10, 2009.

TO: 12:00 PM, local time January 15, 2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 0003		3. Effective Date Jan 6, 2010	4. Requisition/Purchase Req. No. 09-CMB-0111	5. Project No. (if applicable) 14698
6. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code MDA906	7. Administered By (if other than Item 6) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066	
			Code H94002	

8. Name and Address of Contractor (No., Street, County, and Zip Code) Cahaba Safeguard Administrators LLC 375 Riverchase Parkway East Birmingham, AL 35244	(X)	9A. Amendment of Solicitation No. H94002-09-R-0003
	X	9B. Date (See Item 11) Sep 22, 2009
		10A. Modification of Contract/Order No.
		10B. Date (See Item 13)

Code 3JCC4 Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
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13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to make the following changes:

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. Name and Title of Signer (Type or Print) Matthew M. Smith Executive Director	16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. COFFENBERG CONTRACTING OFFICER
15B. Contractor/Offeror <i>Matthew M. Smith</i> (Signature of person authorized to sign)	15C. Date Signed 01/27/2010
16B. United States of America <i>William H. Coffenberg</i> (Signature of Contracting Officer)	16C. Date Signed 6 APR 2010

**TRICARE Fraud & Abuse Pharmacy Support (TFAPS)
Solicitation
H94002-09-T0003**

Amendment 0003

1. Section B - Replace Section B with revised Section B (Attached)
2. Section C - Delete Paragraph C.7.5.6 in its entirety
3. Section F – Replace paragraph F-3 Period of Performance with revised F-3 Period of Performance
4. Section G – Replace Paragraph G.4 with revised paragraph G.4
5. Section G – Replace paragraph G4.2 with Revised G4.2
6. Section I – Insert Clause DFARS Clause 252.203-7000 - REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
7. Section I - Delete Clauses I.97; 52.216-18 ORDERING and I.98; 52.216-19 ORDER LIMITATIONS
8. Section I – Substitute **I.35** FAR clause 52.219-8, “Utilization of Small Business Concerns (MAY 2004)”, with **I.35** “Utilization of Small Business Concerns (MAY 2004) (DEVIATION)”
9. Section K – Clause K.4 52.219-1 is revised as follows **Small Business Programs Representation (May 2009)** (a) (2) The small business size standard is **\$7.0M**
10. Section L – Replace Section L paragraphs L10.4 and L12.1 with Revised L10.4 and L12.1
11. Section L – Replace Section L, paragraphs L12.4 with Revised L12.4

~~C.7.5.6. The contractor will furnish all available information upon request to TMA PI with respect to excluded providers/pharmacies requesting reinstatement~~

F-3. PERIOD OF PERFORMANCE

Base Period: Contract Award through 30 March 2011

If exercised, Option Periods 1, 2, 3, 4 and 5 will be:

- Option Period 1 - 31 March 2011 through 30 March 2012
- Option Period 2 - 31 March 2012 through 30 September 2012
- Option Period 3 - 01 October 2012 through 30 March 2013
- Option Period 4 - 31 March 2013 through 30 September 2013
- Option Period 5 - 01 October 2013 through 30 March 2014

G.4. INVOICE AND PAYMENT

Invoice and vouchers shall be submitted electronically in accordance with G.2 above. A proper invoice must include the elements identified at FAR 32.905. Multiple CLINs may be included on the same invoice but any discrepancies will cause the entire invoice to be rejected or held until all items are cleared for payment. All payments shall be made by electronic funds transfers. The Government will make milestone/progress payments to Small Businesses when requested as work progresses, with approval by the Contracting Officer for CLINS 0002, 1002, 2002, 3002, 4002 and 5002

G.4.2 CLIN 0002 – DIACAP Phase-in - The Contractor may submit an invoice following completion of all DIACAP requirements.

~~**L.97; 52.216-18 ORDERING**~~

~~**L.98; 52.216-19 ORDER LIMITATIONS**~~

~~L.10.1. This section provides instructions for preparing proposals. Offerors are cautioned to follow Section L-12., Information, and L-13., Proposal Preparation instructions carefully to assure the Government receives consistent information in a form that will facilitate proposal evaluation.~~

L.12. PROPOSAL PREPARATION

L.12.1. The proposal will consist of a completed Standard Form 33-Solicitation, Offer and Award; a written proposal covering each factor as specified in L.12.3, L.12.4, L.12.5, and L.12.6. Proposals will be reviewed for completeness and for compliance with the instructions provided in this request for proposals. Proposals that do not include all required information, or do not comply with preparation instructions may be rejected.

L.12.4. Factor 2 – Experience

The offeror shall describe its experience in identifying, analyzing, and reporting incidences of pharmacy fraud and abuse. The offeror shall describe the type of reviews it has completed over the past three years and the analyses and reports generated from its reviews. The offeror shall describe the nature and number of clients to which it has provided pharmacy fraud and abuse identification services. The offeror shall describe the experience of its staff in identifying, analyzing and reporting incidences of pharmacy fraud and abuse. The offeror shall describe the education and training of its staff used in the identification, analysis and reporting of incidences of fraud and abuse. The offeror shall describe the qualifications of its staff to evaluate pharmacy contract fraud and abuse compliance plans/programs. Staff Resumes submitted shall be no more than 2 pages.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 4
2. Amendment/Modification No. 0004	3. Effective Date Jan 8, 2010	4. Requisition/Purchase Req. No. 09-CMB-0111	5. Project No. (if applicable) 14698	
6. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code MDA906	7. Administered By (If other than Item 6) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066	
8. Name and Address of Contractor (No., Street, County, and Zip Code) Cahaba Safeguard Administrators LLC 375 Riverchase Parkway East Birmingham, AL 35244			(X)	9A. Amendment of Solicitation No. H94002-09-R-0003
			X	9B. Date (See Item 11) Sep 22, 2009
				10A. Modification of Contract/Order No.
				10B. Date (See Item 13)
Code 3JCC4	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
<input type="checkbox"/>	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
<input type="checkbox"/>	C. This supplemental agreement is entered into pursuant to authority of:
<input type="checkbox"/>	D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to make corrections to the CLIN structure of 1003 and quantity of 4001AB

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

15A. Name and Title of Signer (Type or Print) Matthew M. Smith Executive Director	16A. Name and title of Contracting Officer (Type or Print) <i>William H. Coffey Barry</i> Contracting Officer
15B. Contractor/Offeror <i>Matthew M. Smith</i> (Signature of person authorized to sign)	16B. United States of America <i>William H. Coffey Barry</i> (Signature of Contracting Officer)
15C. Date Signed 01/27/2010	16C. Date Signed 6 APR 2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code	Page 1 of Pages 1
2. Amendment/Modification No. 0005	3. Effective Date Jan 11, 2010	4. Requisition/Purchase Req. No. 09-CMB-0111	5. Project No. (if applicable) 14698		
6. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code MDA906	7. Administered By (If other than Item 6) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		
8. Name and Address of Contractor (No., Street, County, and Zip Code) Cahaba Safeguard Administrators, LLC 375 Riverchase Parkway East Birmingham, AL 35244				(X)	9A. Amendment of Solicitation No. H94002-09-R-0003
				X	9B. Date (See Item 11) Sep 22, 2009
					10A. Modification of Contract/Order No.
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Code 3JCC4	Facility Code				

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12. Accounting and Appropriation Data (if required)
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(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to change the proposal receipt date, revise Section H.2.3 and replace Section B with revised Section B.

This amendment extends the date and time of receipt of offers under this solicitation as stated in Block 9 B as follows:

From: 12:00 PM, Local time January 15, 2010

TO: 12:00 PM, Local time January 27, 2010

Section B has been revised to show the naming convention "Amendment 0004" at the bottom of the page previously not shown . Replace Section B with the attached Section B.

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

15A. Name and Title of Signer (Type or Print) Matthew M. Smith Executive Director	16A. Name and title of Contracting Officer (Type or Print) <i>WILLIAM H. COFFENBURY</i> CONTRACTING OFFICER
15B. Contractor/Offeror <i>Matthew M. Smith</i> (Signature of person authorized to sign)	15C. Date Signed 01/27/2010
16B. United States of America <i>William H. Coffenburg</i> (Signature of Contracting Officer)	16C. Date Signed 6 APR 2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code	Page 1 of Pages 1
2. Amendment/Modification No. 0006	3. Effective Date Jan 12, 2010	4. Requisition/Purchase Req. No. 09-CMB-0111	5. Project No. (if applicable) 14698		
6. Issued By DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		Code MDA906	7. Administered By (if other than Item 6) DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066		
Code 3JCC4		Facility Code			

8. Name and Address of Contractor (No., Street, County, and Zip Code)
Cahaba Safeguard Administrators, LLC
375 Riverchase Parkway East
Birmingham, AL 35244

(X) 9A. Amendment of Solicitation No.
H94002-09-R-0003

X 9B. Date (See Item 11)
Sep 22, 2009

10A. Modification of Contract/Order No.

10B. Date (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
\$

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

(x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.

B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to incorporate a revised Section M which adds a new paragraph M.7.2.1. Minimum Experience

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

15A. Name and Title of Signer (Type or Print) Matthew M. Smith Executive Director	16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. COFFENBERG CONTRACTING OFFICER
15B. Contractor/Offeror <i>Matthew M. Smith</i> (Signature of person authorized to sign)	15C. Date Signed 01/27/2010
16B. United States of America <i>William H. Coffenberg</i> (Signature of Contracting Officer)	16C. Date Signed 6 APR 2010

Supplies or Services and Price/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount		
0001	Transition Phase-in, in accordance with attached Statement of Work in Section C	1	LT	(b)(4)			
0002	Phase-in, Defense Information Assurance Certification and Accreditation Process (DIACAP), Physical and Personnel Security, in accordance with attached Statement of Work in Section C	1	LT				
	OPTION PERIOD 1: 03/31/2011 through 03/30/2012. (Fixed price per audit; all quantities are estimated.) SUBJECT TO THE AVAILABILITY OF FISCAL YEAR FUNDING OF FISCAL YEAR FUNDING						
1001	Fraud and Abuse Pharmacy Services	0					
1001AA	Annual Fraud and Abuse Compliance Plan Audit, in accordance with Section C of the attached Statement of Work	1	EA				
1001AB	Quarterly Targeted Reviews, in accordance with Section C of the attached Statement of Work	4	EA				
1001AC	Fraud and Abuse Case Referral, in accordance with Section C of the attached Statement of Work	30	EA				
1001AD	Data Mining and Analysis	12	MO				
1002	Defense Information Assurance Certification and Accreditation Process (DIACAP), in accordance with Section C of the attached Statement of Work	12	MO				
1003	Phase-out, in accordance with Section C of the attached Statement of Work	1	LT				
	OPTION PERIOD 2: 03/31/2012 through 09/30/2012. (Fixed price per audit; all quantities are estimated.) SUBJECT TO THE AVAILABILITY OF FISCAL YEAR FUNDING						
2001	Fraud and Abuse Pharmacy Services	0	EA			(b)(4)	
2001AA	Annual Fraud and Abuse Compliance Plan Audits, in accordance with Section C of the attached Statement of Work	1	EA				
2001AB	Quarterly Targeted Reviews, in accordance with Section C of the attached Statement of Work	2	EA				
2001AC	Fraud and Abuse Case Referral, in accordance with Section C of the attached Statement of Work	15	EA				
2001AD	Data Mining and Analysis	6	MO				
2002	Defense Information Assurance Certification and Accreditation Process (DIACAP), in accordance with Section C of the attached Statement of Work	6	MO				
2003	Phase-out, in accordance with Section C of the attached Statement of Work	1	LT				

Supplies or Services and Price/Costs

	OPTION PERIOD 3: 10/01/2012 through 03/30/2013. SUBJECT TO THE AVAILABILITY OF FISCAL YEAR FUNDING				
3001	Fraud and Abuse Pharmacy Services	0	EA		
3001AB	Quarterly Targeted Reviews, in accordance with Section C of the attached Statement of Work	2	EA	(b)(4)	
3001AC	Fraud and Abuse Case Referral, in accordance with Section C of the attached Statement of Work	15	EA		
3001AD	Data Mining and Analysis	6	MO		
3002	Defense Information Assurance Certification and Accreditation Process (DIACAP), in accordance with Section C of the attached Statement of Work	6	MO		
3003	Phase-out, in accordance with Section C of the attached Statement of Work	1	LT		
	OPTION PERIOD 4 03/31/2013 through 09/30/2013. (Fixed price per audit; all quantities are estimated.) SUBJECT TO THE AVAILABILITY OF FISCAL YEAR FUNDING				
4001	Fraud and Abuse Pharmacy Services	0	EA	NSP	NSP
4001AA	Annual Fraud and Abuse Compliance Plan Audits, in accordance with Section C of the attached Statement of Work	1	EA	(b)(4)	
4001AB	Quarterly Targeted Reviews, in accordance with Section C of the attached Statement of Work	2	EA		
4001AC	Fraud and Abuse Case Referral, in accordance with Section C of the attached Statement of Work	15	EA		
4001AD	Data Mining and Analysis	6	MO		
4002	Defense Information Assurance Certification and Accreditation Process (DIACAP), in accordance with Section C of the attached Statement of Work	6	MO		
4003	Phase-out, in accordance with Section C of the attached Statement of Work	1	LT		
	OPTION PERIOD 5: 10/01/2013 through 03/30/2014. (Fixed price per audit; all quantities are estimated.) SUBJECT TO THE AVAILABILITY OF FISCAL YEAR FUNDING				
5001	Fraud and Abuse Pharmacy Services	0	EA		
5001AB	Quarterly Targeted Reviews, in accordance with Section C of the attached Statement of Work	2	EA	(b)(4)	

Supplies or Services and Price/Costs

5001AC	Fraud and Abuse Case Referral, in accordance with Section C of the attached Statement of Work	15	EA	(b)(4)
5001AD	Data Mining and Analysis	6	MO	
5002	Defense Information Assurance Certification and Accreditation Process (DIACAP), in accordance with Section C of the attached Statement of Work	6	MO	
5003	Phase-out, in accordance with Section C of the attached Statement of Work	1	LT	

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. GENERAL

C.1.1. TRICARE, is a federally funded health benefits entitlement program for specific categories of beneficiaries who are eligible based on their relationship to a member of the Uniformed Services. This includes active duty service members (ADSMs), active duty family members (ADFMs), survivors, retirees, and retiree family members.

By statute, administration of TRICARE is the responsibility of the Secretary of Defense. The governing statute is codified at Chapter 55, Title 10, United States Code (10 U.S.C. 1071 et seq.). The implementing Regulation, which provides program policy/procedures, is at 32 CFR 199. Additional information about the TRICARE program can be found at <http://www.tricare.mil/>

Available world-wide to eligible beneficiaries, TRICARE's primary objectives are to optimize the delivery of health care services in military treatment facilities (MTFs) and to enhance these services by competitively contracting for civilian health care services, administrative/health care support services, and claims processing services. The TRICARE Program is supported by three Managed Care Support (MCS) contracts, one overseas health care support contract, two dental contracts, one Medicare-TRICARE dual eligible fiscal intermediary contract, and one pharmacy contract. As part of their contractual duties, these TRICARE contractors are charged to perform program integrity activities. These activities include, but are not limited to, deterring, detecting, and referring potential fraud and/or abuse against the TRICARE Program.

The TRICARE pharmacy contractor delivers pharmacy services to eligible beneficiaries through TRICARE network pharmacies, a mail order pharmacy, and a specialty pharmacy program. The contractor also adjudicates non-network pharmacy claims for reimbursement and coordinates claims for beneficiaries with other health insurance (OHI).

C.1.2. Purpose of contract: The purpose of this contract (hereinafter referred to as the "TRICARE Fraud & Abuse Pharmacy Support Contract") is to protect TRICARE funds by providing the Government with an independent, impartial evaluation of TRICARE retail and mail order pharmacy operations. This contract supports the TRICARE Management Activity (TMA) existing anti-fraud efforts and oversight responsibilities associated with the Pharmacy contract. The goals of this contract are to analyze TRICARE pharmacy data 1) to identify, develop, and refer fraud cases and 2) to perform targeted reviews of retail and mail order pharmacy operations as required.

C.1.3. Section C includes two categories of outcome based statements. The "Statement of Objectives" represents the outcomes for this contract. The objectives are supported by "Technical Requirements." These requirements represent specific tasks, outcomes, and/or standards that, at a minimum, must be achieved.

C.2. DOCUMENTS

C.2.1. The following documents, including any and all changes to the TRICARE Manuals up through change 4 thereto, - are hereby incorporated by reference and made a part of the contract. These documents form an integral part of this contract. Documentation incorporated into this contract by reference has the same force and effect as if set forth in full text. Except for Title 10, United States Code (U.S.C.), Chapter 55, these documents are located at: <http://manuals.tricare.osd.mil>.

C.2.1.1. Title 10, U.S.C., Chapter 55

C.2.1.2. 32 Code of Federal Regulations (CFR), Part 199

C.2.1.3. TRICARE Policy Manual (TPM) 6010.57-M, February 1, 2008;

C.2.1.4. TRICARE Reimbursement Manual (TRM) 6010.58-M, February 1, 2008;

C.2.1.5. TRICARE Systems Manual (TSM) 7950.2-M, February 1, 2008;

C.2.1.6. TRICARE Operations Manual (TOM) 6010.56-M, February 1, 2008;

C.2.2. The TRICARE Manuals provide instruction, guidance and responsibilities in addition to the requirements set forth in the incorporated federal statutes and regulations. If there are inconsistencies between any of the Manuals and federal statutes or regulations, the federal statutes and/or regulations prevail. Among the Manuals, the TPM takes precedence over the other three TRICARE Manuals. The TRM takes precedence over the TSM and the TOM. The TSM takes precedence over the TOM.

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.3. DEFINITIONS. Definitions are included in 32 CFR 199.2; the TOM, Appendix B; and Attachment J-1 (Glossary & Acronyms) of this solicitation.

C.4. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

The TRICARE Fraud & Abuse Pharmacy Support Contractor will have access of up to 36 months Military Health System pharmacy claims history, for all points of service. Additional historical MHS pharmacy claims for up to an additional 36 months may be made accessible should such requirement exist. The volume of pharmacy transaction over a 36 month period for all points of service is approximately 525 million transactions including reversals, based on Fiscal Years 06-08, which currently requires approximately a tera-byte of data warehouse storage space. Military Treatment Facility prescription transactions are included to provide a comprehensive view of beneficiary and provider activity. The contractor will coordinate with the Government to obtain any prime contractor data for pharmaceuticals obtained for the TRICARE mail order pharmacy. Access to Government data will be provided post award to the successful offeror.

C.5. CONTRACTOR FURNISHED ITEMS. The Contractor will furnish all necessary items (e.g., facilities, labor, services, supplies, data analytical tools, etc.) not provided by the Government (as specifically identified under Section C-4 or elsewhere within the contract as Government furnished) for the satisfactory performance of this contract.

C.6. STATEMENT OF OBJECTIVES. Support the Government's efforts to identify and minimize pharmacy fraud and abuse in the TRICARE Pharmacy Program as specifically directed by and with specific guidance from the Contracting Officer or designee.

C.7. TECHNICAL REQUIREMENTS. The Contractor must fulfill the following requirements, which are supplemented via the documents incorporated at paragraph C-2.

C.7.1. Identify, monitor, review, and report suspected fraud or abuse.

C.7.1.1. The contractor will utilize proactive and reactive analysis techniques to identify, monitor, address, develop, and refer suspected fraud or abuse cases related to the TRICARE Pharmacy Program to TMA's Office of Program Integrity (TMA PI) for consideration and initiation of appropriate criminal or civil prosecution and/or administrative actions.

C.7.1.2. When the contractor receives an allegation of fraud, or identifies a potentially fraudulent situation, a review shall be initiated by the contractor to determine the facts, and establish the magnitude of the alleged fraud. Following completion of the review, the contractor shall refer potential cases to TMA PI and provide technical support. Prioritization of the review workload is critical to ensure resources are devoted primarily to high-priority review.

C.7.1.3. The contractor will notify TMA PI, on a case by case basis, when coordination with other TRICARE contractors is necessary.

C.7.1.4. The contractor will work cooperatively with TMA, and as directed by the Contracting Officer or designee on a case by case basis, with the Defense Criminal Investigative Service (DCIS), the Department of Justice (DOJ), and other investigative or law enforcement agencies as necessary to develop and/or refer cases of potential fraud or abuse.

C.7.1.5. The contractor will recommend to TRICARE appropriate administrative action on cases not accepted by DCIS, DOJ, or TMA PI. At a minimum, the contractor will provide information for recovery of identified overpayments and other corrective actions.

C.7.1.6. The TRICARE Pharmacy Fraud and Abuse Support Contractor will coordinate fraud/abuse review efforts prior to initiating an review/audit with the Pharmacy contractor and TMA PI to avoid duplication of effort.

C.7.1.7. Should access to other contractor non-pharmacy claims data and/or documentation be required to perform a review, TMA PI will provide appropriate access in conjunction with the appropriate Contracting Officer or Contracting Officer's Representative.

C.7.1.8. The contractor will be required to make direct contacts with beneficiaries, prescribers, and pharmacies, and on occasion when necessary will perform on-site audits of pharmacies. Such contacts shall be coordinated with the Government to preclude any conflicts with the contractual arrangements of other contractors (e.g., network agreements), and to avoid duplication of investigative efforts.

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.7.2. Conduct targeted reviews and report improper payments or program vulnerabilities.

C.7.2.1. The contractor will conduct targeted reviews of TRICARE Pharmacy contractor data in specific areas as coordinated with the Contracting Officer or his designee. The Government projects that there will be one such targeted review per quarter. These reviews may include, but are not limited to, occurrences such as:

C.7.2.1.1. Billing TRICARE for costs not incurred or which were attributable to non-TRICARE activities, or other enterprises.

C.7.2.1.2. Improper manipulation of claims data or transactions.

C.7.2.1.3. Failing to report pharmacy or manufacturer rebates and any or all other negotiated discount information to TRICARE, or intentionally disguising rebates as some other form of payment by the pharmaceutical companies.

C.7.2.1.4. Credit balances.

C.7.2.1.5. Low reversal rates.

C.7.2.1.6. Comparison of prime vendor data against replenishment/dispensing data, to ensure quantities are accurate and there are not episodes of products being over ordered.

C.7.2.2. When accomplishing targeted reviews of TRICARE Pharmacy contractor data, efforts will be coordinated with the Contracting Officer, Pharmacy Operations Directorate and Pharmacy contractor.

C.7.3. Conduct pharmacy claims data analysis to proactively identify inappropriate pharmacy billing activity.

C.7.3.1. Data analysis is an integrated, ongoing component of fraud detection and prevention activity. The contractor's ability to make use of available data and apply innovative analytical methodologies is critical to the success of a benefit integrity program. In addition to complying with TOM Chapter 13, Section 1 provisions regarding the use of commercial, state of the art pharmacy artificial intelligence software, the contractor shall use research and experience in the field to develop new approaches and techniques of data analysis. Analysis of data should include but is not limited to:

- Identification of areas of vulnerability for fraud and abuse in the TRICARE Pharmacy program; and
- Identification of fraud and abuse currently occurring in the TRICARE Pharmacy program.

C.7.3.2. A summary report on data mining activities shall be included as an addendum to the Quarterly Fraud/Abuse Report in accordance with (IAW) Section F of this contract. Note: Refer to TOM Chapter 13 for formatting requirements.

C.7.3.3. The contractor shall offer a data strategy that will integrate and analyze all applicable TRICARE data to identify national trends and must have the capability to perform additional drill down analysis. All findings shall be shared and reported to TMA PI on a quarterly basis via the Fraud/Abuse Quarterly Summary Report IAW Section F of this contract.

C.7.3.4. The contractor shall provide to the Pharmacy Operations Directorate all data findings, based on standard reports generated through the contractor's data mining tools as they relate to functions outlined under this contract and Section F. A summary of auditing metrics and benchmarking against commercial entities, when available, shall be included.

C.7.3.5. The contractor must have the ability to receive, load, and manipulate TRICARE pharmacy data. The data must also be maintained in accordance with TRICARE and Federal privacy laws and regulations.

C.7.3.6. The contractor shall have the applicable resources for conducting data analysis such as data processing hardware/software and appropriate staff to support applications and conduct systematic analyses, sampling strategies, and evaluation of data.

C.7.3.7. The contractor must have staff with appropriate training, expertise and skills to use and maintain the contractor's fraud and abuse application and report generation software to conduct systematic analyses and evaluation of claims data, to include a mix of skills in programming, statistics, and data analysis of prescription claims and transactions. The

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

contractor shall also have personnel trained in developing analytical and sampling strategies for overpayment projections.

C.7.4. Conduct fraud and abuse compliance plan audits.

C.7.4.1. TRICARE requires that contractors who manage the health care of our beneficiaries, to include pharmacy and dental care, have a fraud and abuse program. The TRICARE Fraud and Abuse Pharmacy Support Contractor shall assist TMA PI in performing an annual review of the Pharmacy contractor's fraud and abuse program as well as ad hoc reviews as the Government deems necessary. The contractor shall compose a report of its audit findings and offer recommendations to address deficiencies (if any), and to identify any best practices being utilized.

C.7.4.2. In addition, at the discretion of the TMA Contracting Officer or Contracting Officer's Representative, the TRICARE Fraud and Abuse Pharmacy Support Contractor shall allow the Government access to all their compliance plans, desk procedures, protocols, etc. to ensure the contractor is in compliance with the contract and TOM Chapter 13 provisions.

C.7.5. Establish and maintain controlled filing system and documentation.

C.7.5.1. The contractor will maintain files on all reviews. The files shall be organized by the name of the entity under review and shall contain all pertinent documents, e.g., original referral or complaint, review findings, reports of telephone contacts, documented discussions, any data analysis or analytical work involving the potential subject or target of the review.

C.7.5.2. The contractor will maintain files on entities that have been the subject of complaints, investigations, DCIS investigations, U.S. Attorney prosecution, and any other civil, criminal, or administrative action for violations of the TRICARE program. The files will contain documented contacts, the results of previous investigations, and copies of complaints resulting in investigations, to include all relevant documentation compiled during investigation. These files will be provided to TMA PI upon request and in accordance with TOM, Chapter 2 and Chapter 13 provisions.

C.7.5.3. The contractor will maintain all correspondence with TMA PI and other fraud documentation concerning specific issues so that the contractor is able to retrieve such documentation easily.

C.7.5.4. The contractor will properly prepare and document cases referred to TMA PI. Two copies of a summary report review will be included with each fraud referral, to include all accompanying documentation. The contractor will maintain a complete file on site. See also TOM Chapter 13, Section 2 for specific TMA PI requirements.

C.7.5.5. The contractor will maintain documentation on the number of reviews alleging fraud and/or abuse, the number of cases referred to PI (and the disposition of those cases), processing time of reviews, and types of violations referred to TMA PI (e.g., item or service not received, waiver of co-payment). See 32 CFR 199 for violations.

C.7.6. Establish, coordinate, and maintain open communications to facilitate anti-fraud/abuse efforts.

C.7.6.1. All reviews shall be coordinated between the TRICARE Fraud and Abuse Pharmacy Support Contractor, TMA PI and the Pharmacy contractor as determined appropriate by TMA PI, to avoid duplication of efforts.

C.7.6.2. In addition, the contractor shall provide data and other information related to potential fraud/abuse cases initiated by law enforcement when the cases involve entities or individuals who receive reimbursement under the TRICARE program for services rendered to beneficiaries as directed by the Contracting Officer or designee.

C.7.7. The Contractor shall respond to requests/instructions from TMA PI and provide expertise/technical support to include providing testimony during court proceedings. The Government estimates a minimum of one court case per contract year.

C.7.8. Review aberrant behavior and take appropriate action. The contractor shall review aberrant behavior (see attachment J-1 for definition) identified by the contractor, beneficiaries, TMA PI, and other TRICARE contractors, as potentially fraudulent/abusive, develop cases that focus on retail pharmacies and refer such cases to TMA PI and/or, take other necessary action, when appropriate and approved by TMA PI.

C.7.9. Reporting requirements. The contractor shall submit all required plans, reports, and other deliverables per the TOM Chapter 13 and this contract in accordance with the delivery schedule.

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.7.10. The Contractor shall conduct beneficiary audits/validation of high cost prescriptions (prescriptions costing \$1,000 or more).

C.7.11. The Contractor shall refer a minimum of 15 cases the first option period, and 15 cases for each subsequent option period, that involve more than a (b)(4) loss per case to the government without patient harm, or any case involving patient harm, per calendar year to TMA PI. This replaces the TOM Chapter 13 requirement to submit a minimum of ten cases per year (b)(4) potential loss. If the contractor identifies monies less than (b)(4) TMA PI shall be notified upon completion of analysis/review. Additionally, this does not include drug seeking beneficiary cases that may be identified, unless fraud or diversion is suspected. The Drug Seeking Beneficiary program is a patient management program coordinated among the health care contractors, services, and pharmacy contractor for patients that exhibit potential drug seeking behavior.

C.7.12. Exclusions/Terminations/Suspensions.

C.7.12.1. See TOM Chapter 13, Sections 6 and 7. Regarding the Medicare Exclusion Database, the contractor shall check to determine whether any provider or entity is being paid for items or services provided subsequent to the date of exclusion from participation in the Medicare program. In the event a situation is identified where inappropriate payment is being made, the contractor shall notify TMA PI. The contractor shall contact PI when it identifies that payments are being made to an excluded provider or entity.

C.7.13. Attendance at meetings. The contractor will meet (in person or telephonically) quarterly, or more frequently if necessary, with TMA PI to discuss pending or potential cases (not separately priced).

C.7.14. Management.

C.7.14.1. The contractor will ensure compliance with the functions outlined in TOM Chapter 13 in their performance of this contract.

C.7.14.2. The contractor will have written procedures for the performance of all technical requirements related to this contract and will provide procedures to TMA PI as required.

C.7.15. Transitions

C.7.15.1. Upon award and at the conclusion of the contract, the Contractor will comply with the start-up and transition requirements of the TRICARE Operations Manual, Chapter 1, Section 7, including Paragraphs 1.0 through 1.3, and paragraphs 2.0 through 2.2.2., paragraphs 2.10.6., 2.10.7., 2.11, paragraphs 4.0 through 4.2., 4.3.2., and paragraphs 4.3.10., 4.7. and 4.8.

C.7.16. Interface

C.7.16.1. The TRICARE Fraud and Abuse Pharmacy Support Contractor and the Pharmacy contractor shall establish a Memorandum of Understanding (MOU) for the purpose of addressing necessary cooperation, exchange of information, and points of contact for such things as pharmacy utilization data and program integrity issues. The MOU will specifically address the frequency and format of pharmacy utilization data which will be provided to the TRICARE Fraud and Abuse Pharmacy Support Contractor by the Pharmacy contractor. A draft MOU shall be submitted to the Contracting Officer or designee for approval within 30 days following award.

C.7.17. General System Requirements.

C.7.17.1. The Contractor shall acquire, develop and maintain the DoD Information Assurance Certification and Accreditation Process (DIACAP) documentation to ensure both initial and continued DIACAP Certification and Accreditation (C&A) for all Contractor/ subcontractor systems/networks processing or accessing Government Sensitive Information (SI) as required by TSM, Chapter 1. The Contractor shall cooperate with and assist the Government's (MHS) DIACAP C&A Team during all phases of the C&A process by providing documentation in accordance with the MHS DIACAP C&A team schedule. The Contractor shall also put in place processes that meet the requirements of the TSM, Chapter 1, to ensure at least a Mission Assurance Category III (MAC III) Sensitive level of security protection for systems/networks that process MHS SI under this contract. DIACAP certification generally takes ten (10) months to achieve and the Contractor shall plan the certification activity that results, at a minimum, in an Interim Authority to Operate (IATO) prior to accessing DoD data or interconnectivity with the Government systems and testing. (See DoD 8500.2 (Information Assurance Implementation) and DoD 5200.40.)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.7.17.2. The Contractor shall comply with DoD Information Assurance (DoD Directive 8500.1), MAC III, Sensitive Requirements found in DoD Information Assurance Implementation (DoD Instruction 8500.2), Privacy Act Program Requirements (DoD 5400.11), Personnel Security program (DoD 5200.2-R) and the MH SAIS Security Policy Manual. The Contractor shall also comply with OMB M-06-16, Protection of Sensitive Agency Information. The Contractor shall comply with DoD minimum security requirements as outlined in the TSM, Chapter 1.

C.7.17.3. The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, specifically the administrative simplification provision of the laws and associated rules and regulations published by the Secretary of Health and Human Services (HHS), the DoD Health Information Privacy Regulation (DoD 6025.18-R), the Health Insurance Portability and Accountability Act Security compliance Memorandum (Health Affairs Policy 06-101), the Security Standards for the Protection of Electronic Protected Health Information and the requirements in the TOM, Chapter 19 and the TSM, Chapter 1.

C.7.17.4. The Contractor shall ensure that all electronic transactions comply with HIPAA rules and regulation and TMA requirements in the TSM, Chapter 1, and the TOM, Chapter 19.

C.7.17.5. Pursuant to FAR Part 24, the requirements of the Privacy Act (5 U.S.C. 552a) and the Department of Defense Privacy program (DoD 5400.11-R) are applicable to this contract and the systems of records operated and maintained by the Contractor on behalf of the TMA. These systems of records are found at 65 Federal Register 30966 (Health Benefits Authorization Files, Medical/Dental Care and Claims Inquiry Files, Medical/Dental Claim History Files), 60 Federal Register 43775 (USTF Managed Care System), 69 Federal Register 50171 and 71 Federal Register 16127 (Military Health Information System), and 64 Federal Register 22837 (Health Affairs Survey Data Base). The records systems operated and maintained by the contractors are records systems operated and maintained by a DoD component (TMA). All information generated under the performance of this contract belong to the Government and cannot be used by the contractor or subcontractor in any commercial or other activity independent of this contract, and these records are to be retained in accordance with our records retention program and/or delivered to the Government upon expiration/termination of the contract. (See TOM, Chapter 1, Section 5, Chapter 2, Section 1 and Chapter 2, Section 2 and Chapter 13.)

C.7.17.6. The Contractor shall ensure its subcontractors and/or their agents who require the use of or access to individually identifiable information or protected health information under the provisions of this contract, adhere to the same standards required of the Contractor, and comply with DOD regulations and the TRICARE Systems Manual.

C.7.17.7. The Contractor shall enter into a Data Use Agreement (DUA) for data obtained from DoD Systems and applications and comply with DoD 6025.18-R, DoD Health Information Privacy Regulation, HIPAA Privacy Rule, and DoD 5400.11-R DoD Privacy Program. For specific guidance see the TRICARE Systems Manual, Chapter 1. Primary contractors and subcontractors requiring access or use of MHS data must also complete an Account Authorization Request Form (AARF) and have an ADP/IT-II. For Access Requirements refer to the TRICARE Systems Manual, Chapter 1.

C.7.18. Personnel Responsibilities/Security.

C.7.18.1. The Contractor's staff shall have the requisite skills and knowledge to meet the specific requirements under this SOW and TOM Chapter 13. For example, the contractor shall incorporate into its organizational management philosophy a published corporate strategy that underlines commitment to health care fraud detection. The contractor shall have a dedicated program integrity function solely for the TRICARE line of business which shall perform the program integrity activities listed in the SOW and TOM Chapter 13 and shall respond to requests and instruction from PI within the set deadlines established.

C.7.18.2. The Contractor shall coordinate with the Government to ensure compliance with the Personnel Security Program of DoD 5200.2-R and the TRICARE Systems Manual, Chapter 1, Section 1.1. The Contractor shall initiate and document all activities necessary to ensure compliance with the Personnel Security Program of DoD 5200.2-R and the TRICARE Systems Manual, Chapter 1. The Contractor shall also ensure all personnel, to include subcontractors and/or their agents, comply with all system access requirements including initial and refresher training at intervals designated by the Government.

(End of Section C)

SECTION D
PACKAGING AND MARKING

D.1 SECTION D

D.1 PACKAGING AND MARKING

The reports and electronic media and other products to be furnished hereunder shall be adequately packaged and packed to ensure safe delivery at destination. All products must be clearly marked to identify the contents, the sender, and the individual/office to which they are being sent. Extra care shall be taken in packaging electronic media to protect them against damage and to ensure that the electronic media does not become separated from the routing markings. All reports and other products to be furnished are to be shipped by a method which would provide for an acknowledgement of receipt. The contractor shall retain such receipts. Shipments containing electronic media shall be marked as such and shall include the statement "Do Not X-Ray." The contractor shall include the contract number on all products to be furnished under the contract.

(End of Section D)

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 SECTION E

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

(End of Section E)

SECTION F
DELIVERIES OR PERFORMANCE

F.1 Section F

F.1. 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)

F.2. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
(Reference 42.1305)

F-3. PERIOD OF PERFORMANCE

Base Period: Contract Award through 30 March 2011

If exercised, Option Periods 1, 2, 3, 4 and 5 will be:

Option Period 1 - 31 March 2011 through 30 March 2012
Option Period 2 - 31 March 2012 through 30 September 2012
Option Period 3 - 01 October 2012 through 30 March 2013
Option Period 4 - 31 March 2013 through 30 September 2013
Option Period 5 - 01 October 2013 through 30 March 2014

F-4. EXTENSIONS

F-4.1. Contractor request for extensions of due dates for deliverables under this contract shall be furnished to the CO such that the request is received on or before the 5th working day prior to the due date in question. Requests may be transmitted via electronic methods or telefax. Requests shall be in writing. Requests shall include a detailed explanation of the circumstances justifying the extension, the date by which delivery can occur, and the justification for that date. In reviewing a Request for Extension of Due Date, the CO shall consider whether there were circumstances beyond the foreseeable control of the Contractor that prevents timeliness. Failure to adequately manage workload shall not be an acceptable basis for an extension. The Contractor cannot assume an extension will be automatically granted. A granted extension shall be subject to adequate consideration.

F-5. REPORTS

Unless otherwise specified, Contractors shall electronically submit all deliverables (contract plans, reports, etc.) in a format approved by the Government to include Microsoft Office Excel, Word, PDF, or other specified format. (Certain reports must be delivered in Microsoft Excel.) Unless otherwise specified, all CDRL deliverables shall be submitted to TMA via the Ecommerce Extranet (<https://tma-ecomextranet.ha.osd.mil/logon/logon.cfm>). This system permits the Contractor to log on to a secure system and upload the required documents. The system is accessed via the Internet through a workstation browser. The application is "thin client" meaning that no software needs to be installed on the client workstation and no software is downloaded into the browser. JavaScript and cookies need to be enabled in the browser to utilize the application. The application is best viewed at a resolution of 1024 X 768 pixels in an Internet Explorer browser. The system must be accessed using the Secure Socket Layer protocol (<https://>) and is protected by individually assigned username and password. Access to the Extranet must be requested using the E-commerce Extranet Access Form which will be provided by the Government. While files are being submitted over the Internet they are encrypted within the secure layer. When files are stored on the TRICARE server, they are renamed with a randomly generated name of varying length. Access to information is granted to users at the contract level. Information submitted by one Contractor will not be accessible to any other Contractor.

F-5.1. Contract Data Requirements List (CDRLs) Reports: As specified in Section J, Attachments J-6 through J-12, the Contractor shall provide all reports that are required by the CDRLs, DD Forms 1423, incorporated into the contract. Reporting will begin the first reporting period after the start of Option Period 1, unless otherwise noted. The Contractor is accountable for assuring that reports contain accurate and complete data. The Contractor shall prepare written procedures describing the source of information as well as the specific steps followed in the collection and preparation of data for each report. All reports must be supported with sufficient documentation and audit trails. The reports shall be titled as listed. The Contractor shall submit a negative report if there is no data to report. Required reports include:

**SECTION F
DELIVERIES OR PERFORMANCE**

F-5.1.1. Monthly Reports

M010 Monthly Pharmacy Operations Directorate Report

F-5.1.2. Quarterly Reports

Q010 Fraud and Abuse Summary Report

Q020 Prepayment/Pre-encounter Screens, Audits, and Edits Evaluation Report

Q030 Utilization Management Report

F-5.1.3. Annual Reports

A010 Fraud Prevention Savings Report

A020 List of Fraud Cases and Disposition (Addendum to Fourth Quarter Fraud and Abuse Summary Report)

F-5.1.4. Ad Hoc Reports

S010 TRICARE Fraud and Abuse Report (using TMA Form 435)

(End of Section F)

**SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 SECTION G

G.1 52.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall-

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
 - (b) Separately identify a payment amount for each contract line item included in the payment request.
- (End of Clause)

G.2 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(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) 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/>.

(c) 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).
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) 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.

(End of clause)

G.3. CONTRACT ADMINISTRATION

G.3.1. The Procuring Contracting Officer (PCO) is responsible for the administration of this contract and is solely authorized to take action on behalf of the Government. Unless specified otherwise within this contract, the PCO is referred to as the Contracting Officer. The Contracting Officer for this contract is:

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SECTION G
CONTRACT ADMINISTRATION DATA

Contracting Officer
TRICARE Management Activity/CM
16401 East Centretech Parkway
Aurora, CO 80011-9066

G.3.2. Contracting Officer's Representative (COR):

The Contracting Officer will designate a Contracting Officer's Representative in writing, and provide a copy of the designation letter to the Contractor. The designation letter will delineate the scope of authority of the COR to act on behalf of the Contracting Officer. The COR has no authority to make any commitments or changes that affect any term or condition of the contract.

Contracting Officers Representative:

TBD

Telephone:

FAX Phone:

G.3.3. Contractor Points of Contact personnel:

The names and addresses of the Contractor's primary and alternate point of contact (POC) for contract implementation and compliance are as follows:

Primary:

Alternate:

Telephone:

Telephone:

FAX Phone:

FAX Phone:

G.3.4. Paying office:

Department of Defense
TRICARE Management Activity
ATTN: Contract Resource Management (CRM)
16401 E. Centretech Parkway
Aurora, CO 80011-9066

G.4. INVOICE AND PAYMENT

Invoice and vouchers shall be submitted electronically in accordance with G.2 above. A proper invoice must include the elements identified at FAR 32.905. Multiple CLINs may be included on the same invoice but any discrepancies will cause the entire invoice to be rejected or held until all items are cleared for payment. All payments shall be made by electronic funds transfers. The Government will make milestone/progress payments to Small Businesses when requested as work progresses, with approval by the Contracting Officer for CLINS 0002, 1002, 2002, 3002, 4002 and 5002

G.4.1 CLIN 0001 – Transition Phase-in - The Contractor may submit an invoice following completion of all transition requirements.

G.4.2 CLIN 0002 – DIACAP Phase-in - The Contractor may submit an invoice following completion of all DIACAP requirements.

G.4.3 CLIN X001AA - Fraud and Abuse Compliance Plan Audits, CLIN X001AB – Quarterly Targeted Reviews, and CLIN X001AC - Fraud and Abuse Case Referrals - The contractor may invoice upon completion of reviews and submission of applicable reports. The invoice shall separately itemize the number of completed audits/reviews/cases, the unit price, and the total price per CLIN no more often than on a monthly basis.

G.4.4 CLIN X002 – DIACAP - Submit invoice no more frequently than monthly and only after completion of the given month.

SECTION G
CONTRACT ADMINISTRATION DATA

G.4.5 CLIN X003 – Phase-out – This CLIN is used upon direction of the contracting officer. The contractor may submit an invoice following completion of all transition requirements.

(End of Section G)

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 SECTION H

H.1. KEY PERSONNEL

H.1.1. The contractor shall maintain and provide to the TMA COR the resumes of key personnel (as defined by the contractor) to this contract. Any key personnel replacement shall be at least as well qualified as the individual originally holding the position vacated and the contractor must receive Government approval to change such key personnel. The contractor shall ensure that its staff and subcontractors (if any) are thoroughly trained and knowledgeable regarding the program and the requirements of this contract. Any new key personnel must have prior approval of the Contracting Officer (CO) before they begin work. The TRICARE Fraud and Abuse Pharmacy Support Contractor shall, within 3 working days, notify the CO and COR, in writing, of key staff who resigns or otherwise is no longer associated with the contract.

H.1.2. The resumes must contain the individuals' name, mailing address, phone number, e-mail address, education, and experience.

H.2. CONFLICT OF INTEREST

H.2.1. The contractor's attention is directed to the Federal Acquisition Regulation (FAR) Subpart 9.5, "Organizational and Consultant Conflicts of Interest."

H.2.2. Services required by the Government under this contract include tasks which result in the TRICARE Fraud and Abuse Pharmacy Support contractor, its personnel and subcontractors, to review health care claims processed by TRICARE contractors and to have access to procurement sensitive information as defined by Title 41 United States Code, Section 423. Such tasks may include, but are not limited to, personal and substantial involvement in the support of subsequent competitive acquisitions by appropriated funded contracts for services.

H.2.3. In order to avoid any organizational conflict of interest, or the appearance thereof, the TRICARE Fraud and Abuse Pharmacy Support contractor or any of its subcontractors shall not be a current TRICARE contractor [TNEX and T-3 Managed Care Support (MCS), TRICARE Dual-Eligible Fiscal Intermediary Contract (TDEFIC), TRICARE Overseas Program (TOP), Active Duty Dental Program (ADDP), TRICARE Dental Program (TDP), TRICARE Dental Retiree Program (TDRP) and TRICARE Pharmacy (TPHARM)], first or second tier subcontractor to such contracts, or a Pharmacy Benefit Manager (PBM). The TRICARE Fraud and Abuse Pharmacy Support contractor shall not make an offer in response to any other TRICARE solicitation [TNEX and T-3 MCS, TDEFIC, ADDP, TOP, TDP, TDRP, TPHARM], nor shall it be eligible for award of any other such TRICARE contract, nor serve as a consultant or subcontractor to another TRICARE contractor [TNEX and T-3 MCS, ADDP, TDP, TDRP, TOP, TDEFIC, TPHARM], TCARS, NQMC. Requests for OCI determinations may be submitted to the Contracting Officer who will review the specific facts and circumstances to determine whether a potential or actual conflict of interest may exist and may explore potential avoidance and mitigation strategies.

H.2.4. The restriction of this paragraph shall remain in effect for a period of 6 months from the date of final acceptance of all work under this Contract and shall apply as well to any subsidiary, affiliate, joint venture, merged party, successor or assignee of the TRICARE Fraud and Abuse Pharmacy contract. These restrictions shall not apply to any subsequent procurement for services of the type required by this Contract.

H.3. DISSEMINATION OF INFORMATION

There shall be no release, dissemination or publication, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval from the Contracting Officer, except within and between the contractor, subcontractor, and the TRICARE Management Activity (TMA).

H.4. TECHNICAL DATA

The data contained in all reports is the property of the Government.

(End of Section H)

**SECTION I
CONTRACT CLAUSES**

I.1

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/>
or <http://farsite.hill.af.mil/>
or <http://www.acq.osd.mil/dpap/dfars/>

I.2 52.202-1 DEFINITIONS (JUL 2004)
(Reference 2.201)

I.3 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
(Reference 3.503-2)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.9 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(Reference 3.808)

I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(Reference 3.808)

I.11 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
(Reference 3.1004)

I.12 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
(Reference 3.1004)

I.13 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
(Reference 203.570-3)

I.14 52.203-7002 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
(Reference 203.970)

I.15 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(Reference 4.303)

**SECTION I
CONTRACT CLAUSES**

I.16 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
(Reference 4.1104)

I.17 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
(Reference 4.1303)

I.18 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
(Reference 204.404-70)

I.19 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
(Reference 205.470)

I.20 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
(Reference 9.409)

I.21 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)
(Reference 209.104-70)

I.22 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
(Reference 209.409)

I.23 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
(Reference 11.604)

I.24 52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)
(Reference 15.209)

I.25 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 15.209)

I.26 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

I.27 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

I.28 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
(Reference 15.408)

I.29 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference 15.408)

I.30 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
(Reference 15.408)

I.31 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(Reference 15.408)

I.32 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

I.33 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
(Reference 215.408)

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**SECTION I
CONTRACT CLAUSES**

I.34 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)
(Reference 16.603-4)

I.35 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) (DEVIATION)
(Reference 19.708)

I.36 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)
(Reference 19.708)

I.37 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference 19.708)

I.38 52.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007)
(Reference 219.708)

I.39 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 22.103-5)

I.40 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 22.202)

I.41 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 22.810)

I.42 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
(Reference 22.810)

I.43 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]
(Reference 22.1310)

I.44 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)

I.45 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
(Reference 22.1310)

I.46 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
(Reference 22.1006)

I.47 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
(Reference 22.1006)

I.48 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(Reference 22.1705)

I.49 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 23.505)

I.50 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference 23.906)

I.51 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference 23.906)

I.52 52.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
(Reference 223.570-2)

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I.53 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 24.104)

I.54 52.224-2 PRIVACY ACT (APR 1984)
(Reference 24.104)

I.55 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
(Reference 25.1103)

I.56 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
(Reference 225.7605)

I.57 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
(Reference 26.104)

I.58 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
(Reference 226.104)

I.59 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
(Reference 27.201-2)

I.60 52.227-3 PATENT INDEMNITY (APR 1984)
(Reference 27.201-2)

I.61 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)
(Reference 27.409)

I.62 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(Reference 29.401-3)

I.63 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)
(Reference 30.201-4)

I.64 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
(Reference 30.201-4)

I.65 52.232-1 PAYMENTS (APR 1984)
(Reference 32.111)

I.66 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 32.111)

I.67 52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (Apr 1984)
(Reference 32.502-3)

I.68 52.232-17 INTEREST (OCT 2008)
(Reference 32.611)

I.69 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)

I.70 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)

I.71 52.232-25 PROMPT PAYMENT (OCT 2008)
(Reference 32.908)

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**SECTION I
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**I.72 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)**
(Reference 32.1110)

I.73 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)
(Reference 33.215)

I.74 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 33.215)

I.75 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 37.110)

I.76 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 39.107)

I.77 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 42.903)

I.78 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 43.205)

I.79 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
(Reference 43.205)

I.80 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
(Reference 243.205-70)

I.81 52.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
(Reference 243.205-71)

I.82 52.244-2 SUBCONTRACTS (JUN 2007)
(Reference 44.204)

I.83 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 44.204)

I.84 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUN 2007)
(Reference 45.107)

I.85 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
(Reference 46.304)

I.86 52.246-20 WARRANTY OF SERVICES (MAY 2001)
(Reference 46.710)

I.87 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

I.88 52.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
(Reference 246.370)

I.89 52.248-1 VALUE ENGINEERING (FEB 2000)
(Reference 48.201)

I.90 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
(Reference 49.502)

I.91 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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**SECTION I
CONTRACT CLAUSES**

(Reference 49.504)

I.92 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 53.111)

I.93 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition." "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

I.94 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

(End of clause)

I.95 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

**SECTION I
CONTRACT CLAUSES**

I.96 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

I.97 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall-

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of Clause)]

I.98 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-- (1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**SECTION I
CONTRACT CLAUSES**

I.99 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 thirty (30) days of the contract expiration.

(End of Clause)

I.100 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 thirty (30) days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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 3 (3) years

I.101 52.222-49 – SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Du Page County, IL; Washtenaw County, MI; Fairfax County VA; Westchester County NY; Fairfield County, CT; Douglas County, NE; District of Columbia Statewide; Montgomery County, MD; New York County, NY; Worcester County, MA; Middlesex County, MA; Arlington County, VA; Baltimore County, MD; Arapahoe County, CO; Brevard County, FL; Clark County, NV; San Diego County, CA; Sacramento County, CA; Prince George County, MD; Harris County, TX; Franklin County, OH; Hartford County, MD; Maricopa County, AZ; Frederick County, MD; Dauphin County, PA; Howard County, MD; Bexar County, TX; Hillsborough County, FL; Alexandria County, VA; Waukesha County, WI; Monongalia County, WV; Bernalillo County, NM; Nassau County, NY; Washington County Statewide, RI; Rockwall County, TX; Alameda County, CA; Sandoval County, NM; Denton County, TX; Douglas County, NE; Hartford Metropolitan County, CT; Franklin County, NC. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 10 Calendar days after Solicitation "Date of Issue" (see SF-33, Block 5).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.102 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the FISCAL YEAR at the time of contract award. 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 the FISCAL YEAR at the time of contract award 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.

I.103 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) "Method of payment."

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) "Mandatory submission of Contractor's EFT information."

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CONTRACT CLAUSES**

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 30 days after award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor, shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) "Mechanisms for EFT payment." The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) "Suspension of payment."

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) "Liability for uncompleted or erroneous transfers."

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) "EFT and prompt payment." A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) "EFT and assignment of claims." If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) "Liability for change of EFT information by financial agent." The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) "Payment information." The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

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(j) "EFT information." The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.104 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(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) 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/>.

(c) 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).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

I.105 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) "Definitions." "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) "Notice." The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within thirty (30) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

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- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) "Continued performance." Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) "Government response." The Contracting Officer shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) "Equitable adjustments."
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
 - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) of this clause.

I.106 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2009)

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

"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

SECTION I
CONTRACT CLAUSES

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
 - (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
 - (iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201), if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39).
 - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Section I)

SECTION J
LIST OF ATTACHMENTS

J.1 SECTION J

Attachment	Title
J-1	Glossary and Acronyms
J-2	DIACAP Checklist
J-3	DODI 8510.01, dated November 28, 2007, DoD Information Assurance Certification and Accreditation Process (DIACAP)
J-4	SF85P – Questionnaire of Public Trust
J-5	SF98 and SF98a – Wage Determination
J-6	DD FORM 1423 Contract Data Requirements List (CDRL) M010, Monthly Pharmacy Operations Directorate Report
J-7	DD FORM 1423 Contract Data Requirements List (CDRL) A020, List of Fraud Cases and Disposition
J-8	DD FORM 1423 Contract Data Requirements List (CDRL) A010, Fraud Prevention Savings Report
J-9	DD FORM 1423 Contract Data Requirements List (CDRL) Q020, Prepayment-Pre-encounter Screens Report
J-10	DD FORM 1423 Contract Data Requirements List (CDRL) Q030, Utilization Management Report
J-11	DD FORM 1423 Contract Data Requirements List (CDRL) S010, TRICARE Fraud and Abuse Report
J12	DD FORM 1423 Contract Data Requirements List (CDRL) Q010, Fraud and Abuse Summary Report

(End of Section J)

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: 01/27/2010

CONTRACTOR: Cahaba Safeguard Administrators, LLC

ADDRESS: 375 Riverchase Parkway East

Birmingham, Alabama 35244

DUNN & BRADSTREET NUMBER: 13-331-2947 / CCR Number 34384866

SOLICITATION OR CONTRACT NUMBER: H94002-03-R-0003

ITEM/SERVICE (Description): To provide services as required under contract

H94002-03-R-0003

NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year):

Date of Award - March 30, 2014

Base (b)(4)
Option 1:
Option 2:
Option 3:
Option 4:
Option 5:

\$7,747,209

Total Contract Cost

CONTRACT MODIFICATION (if applicable)

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

Original/Base \$ _____ Performance Period/Quantity _____

Modification \$ _____ Performance Period/Quantity _____

Task Order \$ _____ Performance Period/Quantity _____

\$ _____ Modified Total Contract Cost

1. Type of Plan (check one)

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

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

Commercial products/service plan (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror's fiscal year. **The contractor must provide a copy of the initial agency approval and must enter an annual SSR into the electronic Subcontracting Reporting System (eSRS) with a breakout of subcontracting prorated for HHS and other Federal agencies.**

2. Goals

Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned (WOSB), Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-owned (SDVOSB) small businesses and "Other than small business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans.

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is (b)(4) (Base).

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBz and SDVOSB): (% of "a") (b)(4) and (b)(4) (Base)

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") (b)(4) and (b)(4) (Base).

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") (b)(4) and (b)(4) (Base)

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

e. Total estimated dollar value and percent of planned subcontracting with Veteran Owned BUSINESSES: (% of "a") (b)(4) and (b)(4) (Base)

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

f. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") (b)(4) and (b)(4) (Base)

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

g. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES: (% of "a") (b)(4) and (b)(4) (Base)

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

g. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES" (% of "a") (b)(4) and (b)(4) (Base)

1st Option 2nd Option 3rd Option 4rd Option 5th Option

(b)(4)

Notes:

1. Federal prime contract goals are:
 SB equals (b)(4) SDB equals (b)(4) WOSB equals (b)(4) HUBZone equals (b)(4) and SDVOSB equals (b)(4) may serve as objectives for subcontracting goal development.
2. SDB, WOSB, HUBZone and SDVOSB goals are subsets of SB and should be counted and reported in multiple categories, as appropriate.
3. If any contract has more four options, please attach additional sheets showing dollar amounts and percentages.

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

Products and/or Services	Other	Small Business	SDB	WOSB	Hubz	SDVOSB
1 Printed Material		X			X	
2 Office Supplies		X	X			X
3 Computer Supplies		X	X			X
4 Data analysis / statistical analysis	X	X				
5 Medical review services	X	X		X		
6 Legal and Consulting Services	X					
7 Computer Equipment and Supplies	X					
8 Miscellaneous	X	X	X	X	X	X

- i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

The subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns are mostly determined from past history and success in finding these types of businesses that sell the products and services that we purchase. The primary method for locating small business concerns in our geographic area is to search the CCR website. We also use business contacts to help locate qualified concerns, and we maintain an open door to new concerns who are seeking do business with us.

- j. Indirect costs have X have not been included in the dollar and percentage subcontracting goals above (check one).
- k. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns:

The proportionate share of indirect costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, and SDVOSB concerns will be determined using the methodologies stated in our Cost Accounting Standards Board Disclosure Statement that is filed with and deemed adequate by the Defense Contract Audit Agency (DCAA).

3. Program Administrator:

NAME/TITLE: Matthew M. Smith, Executive Director, Cahaba Safeguard Administrators, LLC

ADDRESS: 375 Riverchase Parkway East
Birmingham, Alabama 35244

TELEPHONE: 205.220.4938

E-MAIL: mattsmith@csallc.com

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.) (b)(6)

(b)(6)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing. (b)(4)
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone and SDVOSB concerns from all possible sources; (b)(4)
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists; (b)(4)
- d. Assuring that SB, SDB, WOSB, HUBZONE and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. (b)(4)
- e. Ensuring that requests for proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone and SDVOSB concerns. (b)(4)
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, Hubz and SDVOSB small business participation. (b)(4)
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone and SDVOSB concerns to include the Central Contractor Registration (<http://www.ccr.gov/>), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; (b)(4)
- h. Establishing and maintaining contract and subcontract award records; (b)(4)
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; (b)(4)
- j. Ensuring that SB, SDB, WOSB, HUBZone and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; (b)(4)
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; (b)(4)
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; (b)(4)

m. Preparing and submitting timely, required subcontract reports;

(b)(4)

n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; (b)(4)

o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and (b)(4)

p. Other duties:

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 1. Contact minority and small business trade associations; 2) contact business development organizations and local chambers of commerce; 3) attend SB, SDB, WOSB, HUBZone and SDVOSB procurement conferences and trade fairs; 4) review sources from the Central Contractor Registration (<http://www.ccr.gov/>); 5) review sources from the Small Business Administration (SBA), Central Contractor Registration (CCR); 6) Consider using other sources such as the National Institutes of Health (NIH) e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-PIC is not a mandatory source; however, it may be used at the offeror's discretion; and 7) Utilize newspaper and magazine ads to encourage new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
 1. Conduct workshops, seminars and training programs;
 2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
 3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." **Note:** In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include flow-down clause FAR 52.219.-9 if it is subcontracting commercial items.

6. Reporting and Cooperation

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

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30
Contract Completion	OF 312	30 days after completion

See FAR 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit ISR (bi-annually) for the cognizant awarding Contracting Officer's review and acceptance via the eSRS website <https://esrs.symlicity.com/index?tab=signin&cck=1>.
- b. Currently, SSR (annually) must be submitted for the HHS eSRS Agency Coordinator review and acceptance via the eSRS website <https://esrs.symlicity.com/index?tab=signin&cck=1>. (**Note:** Log onto the OSDDBU website to view the HHS Agency Coordinator contact information (<http://www.hhs.gov/osdbu/staff.html>).
- c. Contractors that do not use the eSRS to submit its reports must also submit a paper copy of the SSR to the appropriate Commercial Market Representative (contact the contracting official (CO) or the CO's eSRS Point of Contact).

7. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to

comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone and SDVOSB source lists, guides and other data identifying such vendors;
 - b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone and SDVOSB sources;
 - c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards;
 - d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
 - e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
 - f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract - by - contract basis* for company or division-wide commercial plans.)
 - g. Other records to support your compliance with the subcontracting plan: (Please describe)
-

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, 8(a), SDB, women-owned small business, HubZone and service disabled veteran-owned small business concerns.

Your company has established and used such procedures: yes no

9. Description of Good Faith Effort

Maximum practicable utilization of small, 8(a), small disadvantaged, woman-owned, HubZone small and service disabled veteran owned concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, SDB, WOSB, HubZone and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting official prior to approval of the plan.

Every effort will be made to provide opportunities for Small, Small Disadvantaged, Women-Owned, HUB Zone, and Service-Disabled Veteran-Owned Small Business Concerns. The CCR website will be the main instrument we will use to locate and award contracts to these types of businesses.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: Matthew M. Smith

Typed Name: Matthew M. Smith

Title: Executive Director Cahaba Safeguard Administrators, LLC

Date: January 27, 2010

This plan was reviewed by:

Signature: ^{APPROVED} William H. Coffenberry

Typed Name: WILLIAM H. COFFENBERRY

Title: Contracting Officer Date: 6 APR 2010

This plan was reviewed by:

Signature: _____

Typed Name: _____

Title: Small Business Specialist (SBS) Date: _____

This plan was reviewed by:

Signature: _____

Typed Name: _____

Title: Small Business Administration Procurement Center Representative

Date: _____

Is Accepted By:

OPDIV: _____

Typed Name: _____

Title: _____

Date: _____