

**AWARD / CONTRACT** 1. This Contract is a rated order under DPAS 9 (15 CFR 700) Rating **C9** Page **1** of Pages **59**

2. Contract (Proc., Inst., Ident.) No. **MDA90602C0013 conformed to P00083** 3. Effective Date **Sep 10, 2002** 4. Requisition / Purchase Request / Project No. **2PR0033**

5. Issued By **DEPARTMENT OF DEFENSE TRICARE MANAGEMENT ACTIVITY/CM 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066 CHARLES R. BROWN K25 303-676-3652 charles.brown@tma.osd.mil** Code **MDA906** 6. Administered By (if other than item) Code

7. Name and address of Contractor (No., Street, City, state and Zip Code) **EXPRESS SCRIPTS, INC. ONE EXPRESS WAY ST LOUIS MO 63121** Vendor ID: **00000276**  FOB Origin  Other (See below) DUNS: **173490459** 9. Discount for prompt payment **Net 30** CEC: Cage Code: **1WPW1** 10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: **Item RMF** TIN: **431420563**

Code Facility Code 11. Ship To / Mark For **DOD/TRICARE MANAGEMENT ACTIVITY 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066** Code **ZD06** 12. Payment will be made by **DEPARTMENT OF DEFENSE (RMF) FINANCE AND ACCOUNTING BRANCH 16401 E. CENTRETECH PARKWAY AURORA, CO 80011-9066** Code **RMF**

13. Authority for using other than full and open competition  10 U.S.C 2304C( )  41 U.S.C. 253 (C)( ) 14. Accounting and Appropriation Data **See Schedule**

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	This contract is for TRICARE Mail Order Pharmacy (TMOP) services (b)(4)ted Price, including Options, is (b)(4) (See Schedule at Continuation Page)				
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					\$ (b)(4)

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Contracting Officer will complete item 17 or 18 as applicable

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or Print) 20A. Name of Contracting Officer **WILLIAM H. COFFENBERRY 303-676-3764 william.coffenberry@tma.osd.mil**

19B. Name of Contractor 19C. Date Signed 20B. United States of America 20C. Date Signed

By \_\_\_\_\_ (Signature of person authorized to sign) By \_\_\_\_\_ (Signature of Contracting Officer)

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	SECTION B				
0001	Phase-In Date of Award- 28 February 2003	6	MO		
	Accounting and Appropriation Data: (See Section G.9.)				
0002	DoD Information Technology Security Certification and Accreditation Process	6	MO		
	Accounting and Appropriation Data: (See Section G.9.)				
	OPTION PERIOD I 1 March 2003 - 29 February 2004				
1001	Administrative Fee (The number in the quantity column is the estimated number of prescriptions)	5613000	EA		
1001AA	Medicare Eligible TRICARE Beneficiaries	4233000	EA		
	Accounting and Appropriation Data: D9 (FY04)				
	(b)(4)				
	Y03				(b)(4)
	(b)(4)				
1001AB	Non-Medicare Eligible TRICARE Beneficiaries	1380000	EA		
	Accounting and Appropriation Data: 89.102000				
	(b)(4)				
	9.102000				
	(b)(4)				
1002	Government Specified Prior Authorization Criteria	31261	EA		
1002AA	Beneficiary Population Under 65 years of age	17979	EA		
	Accounting and Appropriation Data: 9704040130.1889				
	(b)(4)				
	89				
	(b)(4)				
1002AB	Beneficiary Population Over 65 years of age	13282	EA		
	Accounting and Appropriation Data: (FY04)				
	(b)(4)				
	(FY03)				
	(b)(4)				
1003	Contractor Proposed Prior Authorization Criteria	19200	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1003AA	Beneficiary Population Under 65 year of age Accounting and Appropriation Data: 889.102000 (b)(4)	9600	EA	(b)(4)	
1003AB	Beneficiary Population Over 65 years of age Accounting and Appropriation Data: FY03) (b)(4)	9600	EA		
1004	Medical Necessity Review	19036	EA		
1004AA	Beneficiary Population Under 65 years of age Accounting and Appropriation Data: 889 (b)(4) 89 (b)(4)	5190	EA		
1004AB	Beneficiary Population Over 65 years of age Accounting and Appropriation Data: 9 (FY04) (b)(4) 97X5472.18D9 (FY03) (b)(4)	13846	EA		
1005	DoD Information Technology Security Certification and Accreditation Process	12	MO		
1006	Customer Service Incentive	1	LT		
1006AA	First Quarter (Mar/Apr/May) Definitized by P00003 Accounting and Appropriation Data: .102000 (b)(4)	1	EA		
1006AB	Second Quarter (Jun/Jul/Aug)Definitized P00006 Accounting and Appropriation Data: 9703030130.1889.102000 (b)(4)	1	EA		
1006AC	Third Quarter (Sep/Oct/Nov) Definitized P00008 Accounting and Appropriation Data: 9.102000 (b)(4)	1	EA		
1006AD	Fourth Quarter (Dec/Jan/Feb)*	1	EA		
1007	Phase-Out: 1 November 2003 - 29 February 2004	4	MO		
1009	Un-Replenished Pharmaceuticals and Supplies OPTION PERIOD II 1 March 2004 - 28 February 2005	1	LT		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2001	Administrative Fee (The number in the quantity column is the estimated number of prescriptions)	6000000	EA		
2001AA	Medicare Eligible TRICARE Beneficiaries	4750000	EA		
2001AB	Non-Medicare Eligible TRICARE Beneficiaries	1250000	EA		
2002	Government Specified Prior Authorization Criteria	34300	EA		
2002AA	Beneficiary Population Under 65 years of age	27100	EA		
2002AB	Beneficiary Population Over 65 years of age	7200	EA		
2003	Contractor Proposed Prior Authorization Criteria	19200	EA		
2003AA	Beneficiary Population Under 65 years of age	9600	EA		
2003AB	Beneficiary Population Over 65 years of age	9600	EA		
2004	Medical Necessity Review	30520	EA		
2004AA	Beneficiary Population Under 65 years of age	15260	EA		
2004AB	Beneficiary Population Over 65 years of age	15260	EA		
2005	DoD Information Technology Security Certification and Accreditation Process	12	MO		
2006	Customer Service Incentive	1	LT		
2006AA	First Quarter (Mar/Apr/May)Definitized P00016	1	EA		
2006AB	Second Quarter (Jun/Jul/Aug)Definitized P00020	1	EA		
2006AC	Third Quarter (Sep/Oct/Nov) Definitized P00022	1	EA		
	Accounting and Appropriation Data:				
	(b)(4)			(b)(4)	
2006AD	Beneficiary Service Incentive - Fourth Quarter (Dec/Jan/Feb)	1	EA		
2007	Phase-Out: 1 November 2004 - 28 February 2005	4	MO		
2008	Change Order Implementation	0	LT		
	Accounting and Appropriation Data:				
2008AA	Implementation of TSM Changes #14 and #15 (ADP IT Clearance Upgrades) In Accordance With P00017 and P00018	1	LT		
	CLIN 2008AA Funding History:				
	9704040130.1889 1020000 51140				
	P00017 (b)(4)				
	P00033 (b)(4)				
	Accounting and Appropriation Data:				

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
2009	9704040130.1889 1020000 51140 Un-Replenished Pharmaceuticals and Supplies OPTION PERIOD II 1 March 2004 - 28 February 2005  OPTION PERIOD III 1 March 2005 - 28 February 2006	1	LT		
3001	Administrative Fee (The number in the quantity column is the estimated number of prescriptions)  Accounting and Appropriation Data: To be funded on Delivery Orders	6906979	EA		
3001AA	Medicare Eligible TRICARE Beneficiaries  Accounting and Appropriation Data: Delivery Orders (b)(4)	5249304	EA		
3001AB	Non-Medicare Eligible TRICARE Beneficiaries  Accounting and Appropriation Data: To be funded on Delivery Orders (b)(4)	1657675	EA		(b)(4)
3002	Government Specified Prior Authorization Criteria	19200	EA		
3002AA	Beneficiary Population Under 65 years of age  Accounting and Appropriation Data: on Delivery Orders (b)(4)	9600	EA		
3002AB	Beneficiary Population Over 65 years of age  Accounting and Appropriation Data: n Delivery Orders	9600	EA		
3003	Contractor Proposed Prior Authorization Criteria	19200	EA		
3003AA	Beneficiary Population Under 65 years of age	9600	EA		
3003AB	Beneficiary Population Under 65 years of age	9600	EA		
3004	Medical Necessity Review  Accounting and Appropriation Data: To be funded on Delivery Orders	24000	EA		
3004AA	Beneficiary Population Under 65 years of age  Accounting and Appropriation Data: on Delivery Orders (b)(4)	12000	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
3004AB	Beneficiary Population Over 65 years of age  Accounting and Appropriation Data: n Delivery Orders (b)(4)	12000	EA		
3005	DoD Information Technology Security Certification and Accreditation Process  Accounting and Appropriation Data: n Delivery Orders (b)(4)	12	MO		
3006	Customer Service Incentive*  Accounting and Appropriation Data: To be funded on Delivery Orders	1	LT		
3006AA	First Quarter (Mar/Apr/May)*  Accounting and Appropriation Data: Delivery Orders (b)(4)	1	EA		
3006AB	Second Quarter (Jun/Jul/Aug)*  Accounting and Appropriation Data: Delivery Orders (b)(4)	1	EA	(b)(4)	
3006AC	Third Quarter (Sep/Oct/Nov)*  Accounting and Appropriation Data: n Delivery Orders (b)(4)	1	EA		
3006AD	Beneficiary Service Incentive Fourth Quarter (Dec/Jan/Feb)*  Accounting and Appropriation Data: n Delivery Orders (b)(4)	1	EA		
3007	Phase-Out: 1 November 2005 - 28 February 2006  Accounting and Appropriation Data: To be funded on Delivery Orders	4	MO		
3009	Un-Replenished Pharmaceuticals and Supplies OPTION PERIOD III 1 March 2005 - 28 February 2006  OPTION PERIOD IV	1	LT		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	1 March 2006 - 28 February 2007				
4001	Administrative Fee (The number in the quantity column is the estimated number of prescriptions)	7066013	EA		
4001AA	Medicare Eligible TRICARE Beneficiaries	5557419	EA		
4001AB	Non-Medicare Eligible TRICARE Beneficiaries	1508594	EA		
4002	Government Specified Prior Authorization Criteria	8722	EA		
4002AA	Beneficiary Population Under 65 years of age	4275	EA		
4002AB	Beneficiary Population Over 65 years of age	4447	EA		
4003	Contractor Proposed Prior Authorization Criteria	500	EA		
4003AA	Beneficiary Population Under 65 years of age	250	EA		
4003AB	Beneficiary Population Over 65 years of age	250	EA		
4004	Medical Necessity Review	12086	EA		
4004AA	Beneficiary Population Under 65 years of age	3993	EA		
4004AB	Beneficiary Popularion Over 65 years of age	8093	EA		
4005	DoD Information Technology Security Certification and Accreditation Process	12	MO		
4006	Beneficiary Service Incentive	1	LT		
4006AA	Beneficiary Service Incentive First Quarter (Mar/Apr/May)*	1	EA		
4006AB	Beneficiary Service Incentive Second Quarter (Jun/Jul/Aug)*	1	EA		
4006AC	Beneficiary Service Incentive Third Quarter (Sep/Oct/Nov)	1	EA		
4006AD	Beneficiary Service Incentive Fourth Quarter (Dec/Jan/Feb)	1	EA		(b)(4)
4007	Phase Out: 1 November 2006 - 28 February 2007	4	MO		
4009	Un-Replenished Pharmaceuticals and Supplies OPTION PERIOD IV 1 March 2006 - 28 February 2007	1	LT		
4010	DoD Order Insert	1	LT		
4010AA	Thank You Letter	1	LT		
		NTE			
4010AB	Thank You letter Revision OPTION PERIOD V 1 March 2007 - 29 February 2008	9	EA		
5001	Administrative Fee (The number in the quantity column is the estimated number of prescriptions)	9845000	EA		
5001AA	Medicare Eligible TRICARE Beneficiaries	7684000	EA		
5001AB	Non-Medicare Eligible TRICARE Beneficiaries	2161000	EA		
5002	Government Specified Prior Authorization Criteria	16150	EA		
5002AA	Beneficiary Population Under 65 years of age	5700	EA		
5002AB	Beneficiary Population Over 65 years of age	10450	EA		
5003	Contractor Proposed Prior Authorization Criteria	250	EA		
5003AA	Beneficiary Population Under 65 years of age	125	EA		
5003AB	Beneficiary Population Over 65 years of age	125	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5004	Medical Necessity Review	5020	EA		
5004AA	Beneficiary Population Under 65 years of age	1600	EA		
5004AB	Beneficiary Population Over 65 years of age	3420	EA		
5005	DoD Information Technology Security Certification and Accreditation Process	12	MO		
5006	Beneficiary Service Incentive	1	LT		
5006AA	Beneficiary Service Incentive First Quarter (Mar/Apr/May)	1	EA		
		NTE			
5006AB	Second Quarter (Jun/Jul/Aug)	1	EA		
5006AC	Third Quarter (Sep/Oct/Nov)	1	EA		
5006AD	Fourth Quarter (Dec/Jan/Feb)	1	EA		
5007	Phase-Out: 1 November 2007 - 29 February 2008	4	MO		
5008	Change Order Implementation	1	LT		
5008AA	Implementation of the EMALL Process	1	LT		
	CLIN 5008AA Funding History				
	9707070130.1889.102000				
	P00047 [REDACTED]				
	P00056 [REDACTED] (b)(4)				
	Accounting and Appropriation Data:				
	[REDACTED] (b)(4)				
5008AB	TMOP:SU:Revised NPI	1	LT		
	Accounting and Appropriation Data:				
	9707070130.1889.102000				
	[REDACTED] (b)(4)				
5008AC	Pended Prescriptions for Deployed Beneficiaries	1	EA		
	Accounting and Appropriation Data:				
	89.102000				
	[REDACTED] (b)(4)				
5008AD	Non-Recurring system setup to insert letter into each package of PPI class drugs dispensed	1	LT		
	Accounting and Appropriation Data:				
	89.102000				
	[REDACTED] (b)(4)				
5008AE	Recurring cost for letters and call center impact	1	EA		
	Accounting and Appropriation Data:				
	889.102000				
	[REDACTED] (b)(4)				

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
5008AF	NDC add/switch within PPI drug class  Accounting and Appropriation Data: 0.1889.102000 (b)(4)	3	EA		
5008AG	Implement and service Loratadine and Loratadine D into OTC Demo Program  Accounting and Appropriation Data: 9708080130.1889	1	LT		
5009	Un-Replenished Pharmaceuticals and Supplies	NTE 1	LT		
5010	Catastrophic Cap (CAT CAP) Corrections	1	LT		
5010AA	Adjust CAT CAP Balances and Process Beneficiary Refunds  Accounting and Appropriation Data: 1889.102000 (b)(4)	1	LT		
5010AB	Beneficiary Refund Payments	1	LT		
5011	Member Choice Center Program (MCC)	1	LT		
5011AA	MCC Implementation  Accounting and Appropriation Data: 9707070130.1889.102000 (b)(4)	1	LT	(b)(4)	
5011AB	Rx Conversions Initiated via Telephone  Accounting and Appropriation Data: 9.102000 (b)(4)	24673	EA		
5011AC	Rx Conversions Initiated via the TMOP Website  Accounting and Appropriation Data: 889.102000 (b)(4)	26100	EA		
5011AD	MCC Non-Reoccurring Cost of Targeted Mailing Set-up  Accounting and Appropriation Data: 9708080130.1889.102	1	LT		
5011AE	MCC Reoccurring Cost for Letters and Call Center Impact  Accounting and Appropriation Data:	110418	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	9708080130.1889 (b)(4)				
5011AF	MCC Targeted Mailing NDC Threshold Adjustment  Accounting and Appropriation Data: 9708080130.1889.102	1	LT		
6001	Administrative Fee	0	EA		
6001AA	Medicare Eligible TRICARE Beneficiaries  Accounting and Appropriation Data: 9.000000 (b)(4)	13457404	EA		
6001AB	Non-Medicare Eligible TRICARE Beneficiaries  Accounting and Appropriation Data: 9708080130.1889.102000 (b)(4)	3784676	EA		
6002	Government Specified Authorization Criteria	0	EA		
6002AA	Beneficiary Population Under 65 years of age  Accounting and Appropriation Data: 889.102000 (b)(4)	9979	EA		
6002AB	Beneficiary Population Over 65 years of age  Accounting and Appropriation Data: 97XXXX5472.18D9.000000	18309	EA		(b)(4)
6004	Medical Necessity Review	0	EA		
6004AA	Beneficiary Population Under 65 years of age  Accounting and Appropriation Data: 9708080130.1889.102000 (b)(4)	2805	EA		
6004AB	Beneficiary Population Over 65 years of age  Accounting and Appropriation Data: 97xxxx5472.18D9.000000 (b)(4)	5984	EA		
6005	DoD Information Assurance Certification and Accreditation Process  Accounting and Appropriation Data: 889.102000 (b)(4)	17	EA		
6006	Beneficiary Service Incentive	0	EA		
6006AA	First Quarter (Mar/Apr/May)  Accounting and Appropriation Data:	1	EA		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	970808013.1889.102000 (b)(4)				
6006AB	Second Quarter (Jun/Jul/Aug) Accounting and Appropriation Data: 89.102000 (b)(4)	1	EA		
6006AC	Third Quarter (Sep/Oct/Nov) Accounting and Appropriation Data: 9708080130.1889.102000 (b)(4)	1	EA		
6006AD	Fourth Quarter (Dec/Jan/Feb) Accounting and Appropriation Data: 9708080130.1889.102000	1	EA		
6006AE	Fifth Quarter (Mar/Apr/May) Accounting and Appropriation Data: .102000 (b)(4)	1	EA		
6006AF	Sixth Quarter (Jun/July) Accounting and Appropriation Data: 89.102000 (b)(4)	1	EA	(b)(4)	
6007	Phase-Out Accounting and Appropriation Data: 130.1889.102000 (b)(4)	1	LT		
6009	Un-Replenished Pharmaceuticals and Supplies Accounting and Appropriation Data: 89.102000 (b)(4)	1	LT		
6010	Non-Prime Vendor Pharmaceuticals	0	LT		
6012	Change Order Implementation	0	EA		
		NTE			
6012AA	TMOP Cancellations (TED Records) Accounting and Appropriation Data: 9708080130.1889.102000	1	EA		
6013	MTF to TMOP Program	0	EA		
6013AA	MTF to TMOP Implementation Accounting and Appropriation Data: 889.102000 (b)(4)	1	LT		

**Supplies or Services and Prices/Costs**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
7001	Administrative Fee	0	EA	(b)(4)	
7001AA	Medicare Eligible TRICARE Beneficiaries	4749672	EA		
7001AB	Non-Medicare Eligible TRICARE Beneficiaries	1336827	EA		
7002	Government Specified Authorization Criteria	0	EA		
7002AA	Beneficiary Population Under 65 Years of Age	3515	EA		
7002AB	Beneficiary Population Over 65 Years of Age	6462	EA		
7004	Medical Necessity Review	0	EA		
7004AA	Beneficiary Population Under 65 Years of Age	990	EA		
7004AB	Beneficiary Over 65 Years of Age	2112	EA		
7005	DoD Information Assurance Certification and Accreditation Process	6	MO		
7006	Beneficiary Service Incentive	0	EA		
7006AA	First Quarter (Aug/Sep/Oct)	1	EA		
7006AB	Second Quarter (Nov/Dec/Jan)	1	EA		
7009	Un-Replenished Pharmaceuticals and Supplies	1	LT		



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**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1**

**C.1. General**

C.1.1. Scope. The purpose of this Statement of Work is to set forth the Government's requirements regarding the operation of a full service mail order pharmacy available to TRICARE eligible beneficiaries and Continued Health Care Benefit Program (CHCBP) enrollees worldwide.

C.1.2. Background. The Department of Defense (DoD) pharmacy services are currently provided through three venues: (1) direct care pharmacies located at Military Treatment Facilities (MTFs), (2) retail pharmacies, and (3) a National Mail Order Pharmacy (NMOP). The TRICARE Mail Order Pharmacy (TMOP) contract will replace the existing NMOP contract to provide pharmaceuticals to TRICARE beneficiaries. The TMOP program is open to all TRICARE eligible beneficiaries and CHCBP enrollees. TRICARE eligible beneficiaries need not enroll in order to use the program.

**C.2. Definitions**

Definitions are listed at Attachment 1, Section J of this contract.

**C.3. Government-Furnished Property and Services**

C.3.1. All pharmaceuticals or products dispensed in accordance with this contract shall be ordered by the contractor from a Defense Supply Center Philadelphia (DSCP) Prime Vendor (PV) on a replenishment basis. The contractor is required to use the DSCP provided Managed Care Pricing File (MCPF) to order replenishment for distribution under the terms of this contract. The MCPF is compiled of Federal Supply Schedules (FSS), Distribution and Pricing Agreements (DAPA), joint Department of Defense/Department of Veteran's Affairs (DoD/DVA) national contracts, DoD negotiated contracts, or blanket purchase agreements (BPA). The contractor will use the MCPF to identify, select and price purchases from the DSCP PV for products in package sizes that are most economical to the Government under the MCPF. For multi-source generic products, changes from one manufacturer to another shall not be made more frequently than once a year unless authorized by the Contracting Officer or designated representative in writing. Orders shall be rounded down to the nearest whole package size of product needed to replenish product dispensed under the TMOP contract. The pharmaceuticals or products will be shipped to the contractor's facilities. The contractor will not be responsible for the cost of the pharmaceuticals. DSCP is responsible for reimbursement of the PV. During the phase-in period the contractor may submit proposed exceptions to the above processes prior to the start of performance of option period one to the Contracting Officer for consideration.

C.3.1.1. The Contractor shall report volume of dispensed pharmaceuticals in accordance with Section F.4.f.

C.3.1.2. The contractor shall not deviate from the procedures described above when ordering products from the DSCP PV without prior written authorization from the Contracting Officer. Requests to do so will include the National Drug Code (NDC) number, nomenclature of the product(s), package size, anticipated purchase quantity, unit cost per package, and anticipated total cost of the order for both the requested product and the product it will replace.

C.3.1.3. The Government will track by NDC number all products procured and dispensed to monitor compliance with all of the above procedures.

C.3.1.4. The contractor will enter/acknowledge the item quantity received for all purchase orders placed with the Prime Vendor in a DoD directed

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database/system/or webpage within two business days of the product being delivered to the contractor's facility. The contractor, by performing the quantity verification process, will not be responsible for the cost of the product received from the DSCP. The contractor may submit up to 80 Purchase Orders per day.

C.3.2. Government provided pharmaceuticals will be administered in accordance with the Government property provisions of this contract.

C.3.3. Connectivity to required DoD systems shall be through the Pharmacy Data Transaction Service (PDTs). The contractor shall use PDTs for automated concurrent drug utilization review, to verify eligibility with DOD Defense Enrollment Eligibility Reporting System (DEERS), to query and update the Central Deductible and Catastrophic Cap File (CDCF), and to check for Other Health Insurance (OHI). Data provided by the contractor to PDTs will be used to generate TRICARE Encounter Data (TED) records for transmittal to the TRICARE Management Activity (TMA). Connectivity to PDTs is described in the Interface Control Document (ICD) referenced in Section J, Attachment 3 to Section C, List of Websites. Physical connectivity will be accomplished via a dedicated high-speed data link, e.g., a T1/T3 line. The Government is responsible for the installation and maintenance of the line.

C.3.4. The Government will provide prior authorization criteria (which may be supplemented by contractor proposed criteria) and medical necessity review criteria.

C.3.5. The Government will provide toll free access for overseas beneficiaries to the PDTs Customer Service Center. This number will include an option on its menu tree allowing beneficiaries to transfer to the TMOP contractor.

**C.4. Specific Tasks for the Operation of a Mail Order Pharmacy**

C.4.1. Beneficiaries with OHI cannot use the TMOP contract unless their OHI does not cover the prescribed pharmaceutical or they have exhausted their benefits under the OHI. To receive TRICARE coverage of pharmaceuticals dispensed through the TMOP, the beneficiary must submit documentation from the OHI to the contractor showing that it does not cover the prescribed item or an Explanation of Benefits (EOB) indicating that coverage has been exhausted. The contractor will service beneficiaries with OHI when split billing and coordination of benefits is available through National Council for Prescription Drug Programs (NCPDP) transactions. The OHI will be the first payer.

C.4.2. Prescription Order Processing. The contractor shall be responsible for processing all prescription orders including orders placed by beneficiaries stationed or living overseas. The contractor shall accept prescription orders by written (original or facsimile), electronic, or telephonic media. The contractor shall distribute TMOP registration forms with its mailed marketing materials to beneficiaries. The registration forms and marketing materials shall also be stocked at MTFs, TRICARE Service Centers and other MHS locations, to include Lead Agent Offices (for town-hall briefings) and TRICARE Management Activity. The registration form shall be used to establish beneficiary profiles and document beneficiary reported allergies

C.4.2.1. The contractor shall fill prescriptions ensuring the proper drugs and quantities are dispensed. Dispensed prescriptions shall be priced at the DSCP PV acquisition cost of the product received by the contractor.

C.4.2.2. Prescriptions shall be shipped or mailed postage paid to the beneficiary in a manner which provides, at a minimum, a delivery time equivalent to first class U.S. Mail. Tracking and dispensing procedures shall be in accordance with Federal and State law. The contractor shall comply with U.S.,

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Military, and U.S. Embassy Postal Service regulations. Beneficiaries who request it shall be entitled to next day delivery (at the contractor's expense) of their prescription order when the beneficiary has not received prescriptions shipped within ten calendar days after receipt of the order by the contractor. Next day delivery service will apply only to continental United States (CONUS) orders. If a beneficiary requests next day delivery at the time the order is placed, the beneficiary shall be responsible for the additional shipping cost in accordance with the contractor's current commercial reimbursement practice. The Contracting Officer shall be notified in advance of any change in the amount of expedited shipping charges to beneficiaries. The contractor shall include a pre-addressed envelope with each order shipped so the beneficiary may order refills or new prescriptions.

C.4.2.2.1. At the direction of the Contracting Officer, the contractor shall deliver with each prescription shipment a DoD Order Insert in accordance with the schedule at section F.6. The content of the DoD Order Insert will be furnished to the contractor by the Contracting Officer in a format mutually agreed.

C.4.2.2.2. At the direction of the Contracting Officer, the contractor shall prepare a revision to the DoD Order Insert. All revisions to content will be provided to the contractor by the Contracting Officer not less than 7 calendar days prior to implementation of revised content. The contractor will implement not more than three Government directed revisions per calendar month. Revisions may include text and/or date changes.

C.4.2.2.3. The contractor will perform on a monthly basis a statistical quality assurance check which will encompass the entire population of DoD Order Insert s. Inserts shall be sampled at a 90% confidence level, 3% Precision Level and a 5% Error Rate.

C.4.2.3. Co-pays shall be charged to beneficiaries in accordance with 32 CFR 199 and any updates thereto. The contractor shall be responsible for collecting beneficiary co-pays prior to dispensing prescriptions. The contractor shall ensure that if a beneficiary overpays a co-pay amount, the excess is either credited to the beneficiary for future prescriptions or refunded to the beneficiary with an explanation of the credit or refund. When an insufficient co-pay is received, the contractor shall fill the prescription and bill the beneficiary for the unpaid co-pay balance. The contractor shall be responsible for collecting any delinquent or insufficient co-pay amounts. The contractor shall continue to fill prescriptions for beneficiaries with delinquent co-pay accounts until the beneficiary's delinquent account equals or exceeds \$100.00. Upon reaching this amount, the contractor shall deny the claim and provide written notification to the beneficiary, with a copy to the Contracting Officer, that no additional prescriptions will be filled until the account is paid. The contractor shall not initiate debt collection activity via an outside debt collection agency without written authorization from the Contracting Officer. The contractor shall be able to support a three-tiered co-pay system.

C.4.2.3.1. The contractor shall allow beneficiaries to provide a credit card for the co-pay amount. The contractor shall allow family members under an individual sponsor to establish individual accounts when requested by a family member or the sponsor, and shall allow for more than one credit card to be on record for billing purposes.

C.4.2.3.2 The Contracting Officer may reduce the co-pay charged to beneficiaries utilizing the MTF to TMOP Prescription Transfer Program. The Contracting Officer shall provide the Contractor a minimum of sixty (60) days advance notification prior to the implementation of the reduced co-pay. Any reduction will not affect the administrative fee paid per prescription.

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C.4.2.4. Dispensed pharmaceuticals returned for any reason by the beneficiary shall be disposed/returned in accordance with applicable Federal and State law. The contractor shall segregate pharmaceuticals returned from beneficiaries under this contract from pharmaceuticals returned under its other contracts.

C.4.2.5. Eligibility Verification. The contractor shall ensure that eligibility for coverage is verified prior to dispensing pharmaceutical items utilizing DEERS. The contractor shall link to DEERS through the PDTS. The contractor shall not be required to recoup the cost of dispensed prescriptions if they are based on an inaccurate DEERS eligibility response. The contractor shall check for OHI. If the beneficiary has OHI, the prescription order shall be processed in accordance with this Statement of Work. When the contractor identifies beneficiary OHI through sources other than PDTS, it shall forward the OHI information to PDTS.

C.4.2.6. Prescription processing and written notification of denied orders shall meet the following minimum requirements:

Prescriptions received not requiring clarification or intervention shall be mailed as follows--

95% within two calendar days of receipt  
100% within four calendar days of receipt

Prescriptions received requiring clarification, intervention, or denials shall be mailed as follows--

100% within seven calendar days of receipt

For denied prescription orders, notification to the beneficiary must be in writing and must explain why the order was denied, detailing the beneficiary's appeal rights.

C.4.2.7. **(RESERVED)**

C.4.3. TED Submittal and Requirements. PDTS will submit a TED record for each completed prescription order based on contractor provided data. The contractor shall be responsible for the quality of the data submitted. The TED record will be submitted to TMA from PDTS after a ten-day hold period. PDTS will not alter the data submitted by the contractor. If PDTS detects anomalous data received from the contractor, the contractor will be notified and provided an opportunity to review and correct the data, if necessary. Any prescription dispensing errors will be reversed and corrected at the contractor's expense.

C.4.4. Clinical Services

C.4.4.1. Prior authorization - The Government has the option (through the DoD Pharmacy and Therapeutics (P&T) Committee) to designate certain drugs that shall require prior authorization before they are dispensed. The Government may ask the contractor to propose prior authorization criteria for review, modification and adoption by the Government. All authorization criteria are subject to DoD P&T Committee approval. The contractor will receive prescriber-completed prior authorization request forms from beneficiaries, physicians and pharmacies by telephonic, electronic or hardcopy media. The contractor shall review the requests and approve or deny them in accordance with Government approved prior authorization criteria.

C.4.4.2. Medical necessity determinations - When clinical justification is provided in support of a Patient Level Authorization (PLA) for the use of brand name pharmaceuticals where generic pharmaceuticals are available on the formulary; or when evidence of medical necessity for the use of pharmaceuticals classified as non-formulary is presented for establishing reduced co-pay levels,

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the contractor shall use Government provided criteria in making initial clinical determinations. The contractor will receive and review prescriber-completed information provided by beneficiaries, physicians or pharmacies by telephonic, electronic or hardcopy media to make such determinations. Any appeal of the contractor's initial determination shall be addressed to the contractor for reconsideration. Any further appeal shall be addressed to the Government.

C.4.5. Information Technology

C.4.5.1. The contractor shall transmit and receive messaging under NCPDP Version 5.1. or the most current Health Insurance Portability and Accountability Act (HIPAA) compliant, industry standard. If there is a delay in the implementation of Version 5.1, the contractor will use its current NCPDP Version 3.2 until Version 5.1 is implemented.

C.4.5.2. The contractor shall be compliant with the HIPAA and shall maintain its compliance with HIPAA throughout the life of the contract. The Pharmacy Data Transaction Services Interface Control Document for TRICARE Mail Order Pharmacy, NCPDP Version 5.1" (ICD) specifies the accreditation and certification requirements that shall be met by the contractor.

C.4.5.2.1. As of May 23, 2007, the NPI shall be the primary provider identifier used for the adjudication of HIPAA compliant electronic transactions. Effective May 23, 2007, all providers submitting HIPAA compliant electronic standard transactions must be identified by an NPI. The NPI will be the only identifier used for identifications of providers, who meet the HHS definition of a covered entity, in HIPAA compliant electronic standard transactions. At date to be determined, the use of the NPI for the identification of all providers, meeting the HHS definition of a covered entity, will apply to the submission of all claims irregardless of the submission type, electronic or paper forms.

C.4.5.2.1.1. In the case of pharmacies which meet the DHHS definition of a covered entity, and also submit HIPAA compliant electronic standard transactions, as of May 23, 2007 (unless delayed by the Contracting Officer), transactions submitted without the appropriate NPI for the pharmacy and/or prescribing provider will not be processed in accordance with the Final Rule.

C.4.5.2.1.2. The contractor shall meet the requirements of TRICARE Systems Manual 7950.1-M, Change 66 (TSM66), dated September 22, 2008, Chapter 2, Sections 2.2, 2.7, 5.3, and 6.3. TSM Change 66 provides system requirements for contractors to begin submitting the NPI on the TED record when the NPI is submitted on the claim.

C.4.5.3. System Security. 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 systems/networks processing or accessing Government sensitive but unclassified (SBU) data. In addition, the contractor shall modify the DIACAP documentation as needed to address how identified security risks were addressed and mitigated. 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 provide and ensure at least a TCSEC C2 level of security protection for any Government-owned contractor-operated (GOCO) and/or contractor-owned contractor-operated (COCO) systems/networks that process MHS SBU information. These requirements are further defined in DoD 8510.BB (DIACAP). The contractor shall obtain an interim DIACAP approval to operate not later than the start of Option Period I, and shall obtain final DIACAP approval to operate not later than the start of Option Period II. Upon contract award, the successful offeror shall immediately contact the MHS DIACAP C&A Team point of contact to coordinate and implement

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interim approval. The Interim Approval to Operate (IATO) process is defined at Section J, Attachment 4.

C.4.5.4. Personnel Security. Personnel to be assigned to an ADP/IT position must undergo a successful personnel security investigation by a government agency before being issued a Common Access Card (CAC). Prior to an employee being granted a CAC, the organization must receive, at a minimum, favorable results from the FBI fingerprint check and a favorable Advance National Agency Check (NAC) result. The references and specific guidance below were provided to TMA by the Under Secretary of Defense for Intelligence (USDI) and the OPM safeguard against inappropriate use and disclosure. DoD 5200.2R, "Personnel Security Program," (January 1987)"; Privacy Act of 1974; DoD 5400.11-R "DoD Privacy Program (May 2007)"; DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 2003; DoDI 8500.1, "Information Assurance (IA) (October 24, 2002)"; and DoD 5200.08-R, "Physical Security Program", April 9, 2007. The requirements above shall be met by contractors, subcontractors and any others who have access to a DoD Information Technology System or network. Background investigations shall be conducted for all ADP/IT contractor personnel who access a DoD Information Technology System, a secure DoD facility, or Contractor Owned-Contractor Operated (COCO) Information Technology Systems that accesses DEERS or the B2B Gateway. **Contractors will be provided the process to be followed to obtain Trustworthiness Certifications for their employees by administrative notification under the contract.**

C.4.5.4.1. Formal Designations Required. All contractor personnel in positions requiring access to DoD Information Technology Systems or networks, or Contractor Owned-Contractor Operated (COCO) Information Technology Systems that access DEERS or the B2B Gateway, must be designated as either ADP/IT-I or ADP/IT-II. ADP/ITs are Public Trust Positions for which the background investigations result in Trustworthiness Determinations. They are not security clearances. Military Services and MTF contractors are not to use this guidance. All contractor personnel accessing the DEERS database or the B2B Gateway must have and use a DoD issued Common Access Card (CAC). In addition, the most current version of the DD 2875 (SAAR) must be completed for each contractor employee requiring access to the B2B Gateway.

C.4.5.4.2. Public Key Infrastructure (PKI). The DoD has initiated a PKI policy to support enhanced risk mitigation strategies in support of the protection of DoD's system infrastructure and data. DoD's implementation of PKI requirements are specific to the identification and authentication of users and systems within DoD (DoDD 8190.3 and DoDI 8520.2).

C.4.5.4.3. User Authentication. All contractor personnel accessing DoD applications and networks are required to obtain PKI enabled and Personnel Identity Verification (PIV) compliant Government accepted credentials. Such credentials must follow the PIV trust model (FIPS 201) and be acceptable to the government. To meet this requirement, contractors shall obtain Government-issued CACs. PIV compliant credentials are required for access to DoD Information Systems and networks. They also allow encryption and digital signatures for information transmitted electronically that includes DoD/TMA data covered by the Privacy Act, HIPAA and SI and network requirements. **Contractors will be provided the process to be followed to obtain CACs for their employees by administrative notification under the contract.**

C.4.6. Marketing. The contractor shall develop a marketing program to educate TRICARE eligible beneficiaries about the mail order pharmacy and assist them in using the mail order pharmacy effectively and efficiently. The contractor shall notify eligible beneficiary households currently using the National Mail Order Pharmacy or retail pharmacy service no later than 30 calendar days prior to the start of Option Period I. Marketing information provided to the beneficiary shall, at a minimum, include:

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- TMOP registration form
- the process required to fill prescriptions,
- the beneficiary appeals process,
- information regarding the program formulary (there is no requirement to publish the actual formulary, but the contractor shall describe the formulary in terms of formulary vs. non-formulary and co-pay tiers. The contractor shall also publish the DoD web site that lists the formulary in its marketing materials.)
- information regarding beneficiary co-pays,
- the contractor's contact information, including mailing address, beneficiary service telephone numbers, the PDS toll-free number for overseas beneficiaries, and the contractor's e-mail addresses
- the contractor's web site

The marketing information shall also clearly explain the process for ordering when the beneficiary has OHI. All marketing materials shall be provided to the Contracting Officer for review and approval 30 calendar days prior to a planned mailing. The Contracting Officer will provide comments back to the contractor within 10 calendar days of receipt of the marketing materials. The contractor shall provide pre-addressed postage paid envelopes with each prescription for beneficiaries to submit future prescription orders and also upon beneficiary request. The contractor shall supply its marketing materials and pre-addressed postage-paid envelopes in bulk quantities to military treatment facilities, TRICARE Service Centers, and other representatives of the Military Health System.

C.4.6.1. The contractor shall:

- During transition, provide overview briefings to beneficiary association representatives,
- Identify and target heavy retail use markets with mailers, and local ads.
- Place periodic ads in pertinent association publications (TROA, TREA, NAUS),
- Establish Internet links with association websites and other appropriate sites,
- Work with military associations on articles for publications in their magazines
- Prepare news releases to appropriate military and trade press.

C.4.7. Management. The contractor shall ensure that its staff and subcontractors (if any) are thoroughly trained and knowledgeable regarding the requirements of this contract.

C.4.7.1. The following contractor management plans, as approved by the Contracting Officer, are incorporated by reference. The contractor shall perform in accordance with these approved plans:

- Fraud and Abuse Detection Plan, Attachment 5, Section J.
- Quality Control Plan, Attachment 6, Section J.
- Disaster Recovery Plan, Attachment 7, Section J
- Appeals Process Plan, Attachment 8, Section J.
- Transition Plan, Attachment 9, Section J.

C.4.7.2. Fraud and Abuse Case File

The contractor shall provide a complete case file to the TMA Office of Program Integrity, in duplicate and by electronic means (with support documents, claims, audit,), within 30 calendar days of determining that a case has investigative merit.

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A complete case file case will, at a minimum, contain the following:

- An issue paper (Highlights the allegations and the investigative actions taken by the contractor)
- Copy of the Regulation or Policy that has been violated
- Overpayment estimate and detailed methodology used to calculate loss
- Documentation of actions taken to substantiate allegation(s) (e.g., reviewed claims, performed analysis)
- Copies of relevant documentation used to substantiate the allegations (e.g., orders, audit sheets, correspondence)

Other documentation may be applicable on a case-by-case basis.

C.4.7.3. All contractor records generated under this contract shall be maintained in accordance with 36 CFR 1222.48 and Section J, Attachment 2, entitled "Records Management."

C.4.8. Beneficiary Service. The contractor shall implement a beneficiary service program providing responsive beneficiary support with personnel dedicated to the TMOP. Beneficiaries shall be provided with domestic toll free telephone number(s) to call for assistance. The contractor shall also accept inquiries from overseas beneficiaries transferred from the PDS Customer Service Center. Beneficiary service centers shall be staffed to respond to beneficiary inquiries 24 hours per day, seven days a week in accordance with the contract requirements stated below. The Automated Response Unit (ARU) shall have an option for beneficiaries to check the status of their prescription orders. The Deployed Prescription Program beneficiaries shall be excluded from this requirement. The contractor will provide deployed beneficiaries the ability to release their "pending" (i.e., release a prescription previously held to be dispensed at a future date) prescriptions via the TMOP website as described in Section C.4.8.6.

C.4.8.1. Beneficiary service staff will answer beneficiary questions. Telephone calls will be answered in accordance with the minimum requirements listed below.

C.4.8.1.1. Call Waiting Time. Incoming telephone calls, inclusive of initial ARU pickup and transferring the call to the first menu destination, shall be answered as follows:

90% within 30 seconds of receipt

C.4.8.1.2. RESERVED

C.4.8.1.3. If the caller requests to speak with a beneficiary service representative, they shall be connected as follows:

90% within 60 seconds of receipt

C.4.8.1.4. Call Abandonment. The contractor shall not exceed an abandonment rate in excess of the following:

2%

C.4.8.1.5. Blocked Call Rate. The contractor shall not exceed a blocked call rate in excess of the following:

2%

C.4.8.1.6. The contractor shall fully resolve (meaning the caller understands the resolution) all beneficiary service calls as follows:

95% resolution during the initial call

100% resolution within one working day of receiving the initial call

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C.4.8.2. All written and electronic correspondence received shall be answered and mailed, either electronically or by hardcopy as follows:

within one working day of receipt of electronic correspondence

within seven calendar days of receipt written correspondence

C.4.8.3. The contractor shall maintain a beneficiary satisfaction level of:

85%

C.4.8.4. The contractor shall provide a web site that will provide information to beneficiaries including, at a minimum, an explanation of the TMOP benefit and contractor contact information. This information shall include phone numbers, mailing, and email address(es). The web site shall also allow beneficiaries to order refills and track their prescription status. This web site shall provide a link to the TMA pharmacy web site.

C.4.8.4.1. The contractor shall make available to beneficiaries on-line timed alerts that beneficiaries may use to learn of issues such as formulary changes, plan changes, and general refill reminders.

C.4.8.4.2. The contractor shall provide downloadable forms for TMOP registration and prescription ordering.

C.4.8.4.3. The contractor shall allow beneficiaries to setup on-line personal reminders for such things as refill reminders, prescription renewal reminders, and reminders to visit the doctor. The contractor shall provide on-line drug and health information.

C.4.8.5. The contractor will establish and maintain a TMOP Concierge Service Team. The contractor will submit a TMOP Concierge Service Team plan for Contracting Officer approval no later than October 23, 2005. The plan will identify the goals for additional enhancement of beneficiary service.

C.4.8.6. Pended Prescriptions for Deployed Beneficiaries.

C.4.8.6.1. The contractor shall enter a clean prescription sent from the DoD's Pharmacy Operations Center (POC). The contractor's system will have the ability to pend such prescriptions to be filled at a future date. Pended prescriptions will not be automatically shipped without confirmation from the deployed beneficiary. Once the deployed beneficiary has registered on the TMOP website, the website will allow the beneficiary to log in, view pended prescriptions, update their shipping address, request pended prescriptions be shipped or cancel a pended prescription.

C.4.8.6.2. The contractor shall distribute an e-mail reminder to register on the TMOP website to deployed service members who have filled out a "CONUS TMOP Deployment Registration and Prescription Form" which includes the service member's e-mail address. If no e-mail address is included on the form, the contractor will not be responsible for any additional outreach to deployed service members in order to facilitate enrollment in the TMOP program. The contractor shall distribute an additional e-mail reminder to deployed beneficiaries who have registered on the TMOP website and have a "pended" prescription in the contractor's system. The second e-mail will remind the beneficiary to go to the TMOP website and select whether the prescription order should be sent or cancelled. The contractor will not be required to ship pended prescriptions until the deployed beneficiary has confirmed the order.

C.4.8.6.3. Prescriptions with pended status will not be included in the reporting requirements found within Section F.4.

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C.4.9. Contract Phase-In. Phase-in begins at contract award. The contractor shall complete all phase-in efforts in accordance with the approved Transition Plan and be prepared to begin delivery of services on March 01, 2003. Completed phase-in efforts shall include a clear demonstration that all PDS connectivity has been successfully tested, that PDS certification has been obtained, and that test TED records have been successfully submitted to TMA.

C.4.9.1. The contractor shall submit a weekly status report of phase-in and operational activities to the TMA contracting officer beginning the 20<sup>th</sup> calendar day following contract award through the 180<sup>th</sup> calendar day after the start of Option Period I. The status report shall address those items identified as being key to the success of the transition as identified in the start-up plan.

C.4.9.2. The contractor shall coordinate with the outgoing contractor to perform an electronic transfer of beneficiary profiles and open refill history to the extent allowed within applicable state and federal regulations and laws. The contractor shall demonstrate their ability to receive these files 30 calendar days prior to the start of Option Period I.

C.4.9.3. The contractor shall make arrangements with the outgoing contractor to ensure any prescription orders received by the outgoing contractor after the start of Option Period I are promptly forwarded to the incoming contractor. This requirement is valid for a period of 90 days after the contract start date.

Express shipping shall be used, at the incoming contractor's expense, to forward the orders. The incoming contractor shall ensure that notification of the change of contractor is included with the dispensed prescription back to the beneficiary for those prescriptions that were forwarded from the outgoing contractor.

C.4.10. Contract Phase-Out. Upon award of any subsequent contract the incumbent contractor shall transition activities to the incoming contractor with minimal disruption of services to the beneficiaries. The contractor shall submit a phase-out plan 60 days prior to expiration of the contract. Phase-out activities will be coordinated through the Contracting Officer. The contractor shall send a notice to all eligible beneficiaries informing them the TMOP address has changed and provide the new address. The notice shall be sent 90 calendar days prior to the expiration date of this contract. The notice shall also list the toll free number(s) for beneficiaries to call with questions regarding the new TMOP. The Contracting Officer shall provide the new address and toll free number(s) to the contractor 120 calendar days prior to the expiration date of this contract.

C.4.11. Member Choice Center Program

The contractor shall establish a Member Choice Center (MCC) consisting of a team of pharmacists, advocates, and technicians to assist beneficiaries in converting existing retail maintenance medications to the TMOP. The contractor shall provide a dedicated toll-free line to access the MCC. Hours of operation shall be Monday through Friday, 8:00 am to 5:00 pm Central Time. The MCC shall be available to assist beneficiaries no later than August 29, 2007.

C.4.11.1. The MCC line will use an Automated Response Unit (ARU) to answer beneficiary calls. 100% of all calls shall be acknowledged by the ARU within an average of 20 seconds, measured monthly. The ARU will provide the specific URL and instructions for utilizing the TMOP website for education, enrollment, and conversion features.

C.4.11.2. A request to speak to an agent shall be answered, on average, within 120 seconds of the request, measured monthly. The Government will grant an exception to this standard if actual monthly call volume increases by 4% or

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greater over previous month's forecasted or actual volume, unless it is clear the metric was not met due to factor(s) other than increased call volume.

C.4.11.3. The MCC will provide educational information about the savings and convenience of using home delivery to beneficiaries who call, and will respond to questions about the benefits of the TMOP program. The MCC will assist beneficiaries who call by enrolling them in the TMOP program, if needed. At the request of the beneficiary, the MCC will attempt to obtain a new mail order prescription for the requested maintenance medications and/or products by contacting the beneficiary's prescriber(s). If the contractor is unable to convert a prescription due to the prescriber denying the request, or if the contractor does not receive any response from the prescriber after three (3) attempts, the contractor will:

- 1) Perform one (1) outbound telephone contact to the beneficiary to advise of the unsuccessful conversion and,
- 2) Issue a notification letter to the beneficiary with instructions for the beneficiary to follow to continue the conversion process.

C.4.11.3.1 The contractor will provide beneficiaries with factual information on an objective basis that will allow the beneficiary to make an informed and rational decision. All scripting used to interface with beneficiaries must be approved by the government in advance.

C.4.11.4. The contractor shall develop an education and communications plan to educate beneficiaries about the services provided by the MCC, as well as the web conversion features. This plan must be presented to the Government for approval. The Government will review all outreach methods to ensure they are in compliance with the Government's interpretation of the Privacy Act and HIPAA. The Government has the authority to select the aspects of the education plan that fall within the area of its influence and will be responsible for the execution of those aspects on schedule. All other aspects of the educational plan shall be the sole responsibility of the contractor. Significant modifications to the education and communication plan require a minimum of 17 weeks advance notification, unless a shorter time frame is agreeable to both parties. If conversion activity is less than 1,500 per month for two consecutive months, the Government may initiate additional educational activity immediately upon coordination with the contractor.

C.4.11.5. The contractor shall use its commercial best practices to identify beneficiaries who are using maintenance medications received from a retail network pharmacy at the time they contact the TMOP Call Center. The contractor shall develop "push" messages about the MCC to be used by contact center agents to educate identified beneficiaries when they call the TMOP Call Center. Contact center agents shall have the ability to transfer the beneficiary's call from the TMOP Call Center directly to the MCC for further assistance.

C.4.11.6. The TMOP beneficiary line interactive voice response (IVR) system shall include an option for the beneficiary to transfer directly to the MCC.

C.4.11.7. The contractor shall modify the TMOP website to enable beneficiaries to request conversion of maintenance medications from the retail point of service to the TMOP through the MCC. The web conversion features shall allow the beneficiary to view their maintenance medications that are being dispensed in the retail setting, and select those that they wish to have converted to home delivery. Upon receipt of the beneficiary request, the MCC will attempt to obtain a new mail order prescription for the selected maintenance medications by contacting the beneficiary's prescriber(s). This service shall be available to beneficiaries no later than August 29, 2007.

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C.4.11.8. The contractor will receive payment for successful beneficiary conversions in accordance with SLINs 5001AB and 5001AC. For telephone-initiated conversions, a successful conversion is defined as the contractor receiving the beneficiary request via telephone contact to the MCC, the MCC outreach to the provider, and receipt of a prescription from the provider which is sent to the TMOP for processing. If the beneficiary uses the website, a successful conversion is defined as the contractor receiving the electronic request, the MCC reaching out to the provider, and receipt of a prescription from the provider which is sent to the TMOP for processing.

C.4.11.9. On a monthly interval the contractor will query retail claims history to identify beneficiaries utilizing contractor defined high cost products through the retail network pharmacies that are appropriate for conversion from the retail fulfillment to mail order fulfillment based on the contractor's maintenance medication criteria. This group of beneficiaries will be referred to as the "Selected Beneficiaries". This query will identify beneficiaries meeting the above criteria within the past 30 days. This query shall exclude beneficiaries with other health insurance or who utilize products that can not be dispensed by the TMOP or who are under 18 years of age at the time of the query.

C.4.11.10. The monthly file of Selected Beneficiaries will be provided to the Government within the first 7 days of the subsequent month, so that addresses can be furnished. The Government will provide addresses of the Selected Beneficiaries to the contractor within 10 days of receipt.

C.4.11.11. If the initial targeted letter does not result in a beneficiary request to converting within 45 days of the initial letter. The contractor will not send a Selected Beneficiary more than one initial letter and one reminder letter per calendar year.

C.4.11.12. These targeted mailings will be incorporated into the education and communication plan described at C.4.11.4. Significant modifications to this initiative shall be coordinated according to C.4.11.4. Extreme volume variances will be addressed pursuant to page 10 of the TMOP Communication Plan.

C.4.11.13. The contractor shall develop form letters specific to his program, which must be approved by the Government in advance of distribution.

C.4.11.14. The contractor will provide a monthly outcome report that provides the following: The number of Selected Beneficiaries contacted by mail; the number of drugs and their names which have been targeted based on the above criteria per patient; and the actual number of prescriptions converted by the MCC from retail to TMOP for which targeted mailings were generated. In addition, the report must differentiate conversions by brand/generic based on the FDB brand/generic indicator on the converted prescription and by Selected Beneficiaries age 65 and over. The report will also include the number of mailings made to each Selected Beneficiary. For each successful conversion, the report will identify the drug name and savings to the Government based upon a mutually agreed, average ingredient cost savings assumption. The contractor will submit this report by the 10<sup>th</sup> Calendar day of the month for the preceding month.

C.5. Over the Counter (OTC) Demonstration Program

C.5.1. The OTC Demonstration Program will begin with the Proton Pump Inhibitors (PPIs) therapeutic class. Initially, there will be only one OTC product included in the PPI class as part of this demonstration project. The contractor shall implement the OTC Demonstration Program by May 31, 2007.

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C.5.1.1. The contractor shall include Loratadine and Loratadine-D OTC tablets in the OTC Demonstration Program and this addition must be completed by January 1, 2008.

C.5.2. The contractor shall insert a contractor-drafted, Government-approved letter into each mail order package that contains a designated legend product from designated therapeutic classes within the demonstration program. The letter shall advise beneficiaries that an equivalent OTC product is available through TMOP, at no cost to the beneficiary. The letter shall include a pre-printed prescription template for the equivalent OTC product. The contractor shall accept either the signed pre-printed template prescription, or a new prescription from the provider. A provider's signature is required on each prescription. Providers may send the prescription to the TMOP via either facsimile or mail. Beneficiaries may send either a signed pre-printed prescription template or a new prescription from the provider to the TMOP.

C.5.3. Expansion of this demonstration program beyond the PPI class will require further contract modification. If additional therapeutic classes are subsequently included in the OTC Demonstration Program, the contractor will be required to insert one letter per designated class into each package. For each new therapeutic class identified, the contractor will have sixty (60) calendar days advance notification to create a new Government-approved letter, modify system programming to address new NDCs, and to procure products. The contractor will have at least seven (7) calendar days notice for any changes to any previously approved letter.

C.5.4. The OTC product covered under this demonstration project will be ordered within contractual requirements defined in Section C.3. Any change to the OTC product NDC replenished under this program will be directed by the Government.

C.5.4.1. The Contractor shall dispense the most cost effective, contracted Loratadine and Loratadine-D OTC tablets to eligible TRICARE beneficiaries.

C.5.5. The OTC product will be dispensed within contractual requirements defined in Section C.4.2.6.

C.5.5.1. Replenishment of OTC products will be in accordance with Section G.10. At the termination of this program or the end of the contract (Program Completion), whichever occurs first, the contractor shall determine the amount of undispensed OTC product remaining and the amount of OTC product that may be utilized through its commercial processes. The contractor shall submit a DD250 to the government within 60 days of Program Completion for the quantity variance between the undispensed OTC product and the contractor's estimated 30 day commercial utilization volume. The Government shall reimburse the contractor at the contractor's commercial cost. OTC product reimbursed by the Government will be disposed/returned through the Guaranteed Returns process.

C.5.5.2. The allowable days supply may be considered equivalent to the available package size of the OTC product, unless a bulk package product is available.

C.6. The Interface Control Document (ICD). Connectivity to the Pharmacy Data Transaction Service (PDTs) Interface is described in Section J, Attachment 5 "TMOP PDTs Interface Control Document (ICD).

C.6.1. The ICD Configuration Control Board (ICCB). The ICCB will control and revise the ICD in order to efficiently process pharmacy claims. The ICCB will be comprised of representatives each from TMA, PDTs, and the contractor; who, together, will manage the TMOP ICD changes in accordance with Contracting Officer approved procedures.

**SECTION C**  
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C.6.1.1. ICCB Procedures. The members of the ICCB shall prepare written procedures at the first meeting. The ICCB will submit its written procedures to the Contracting Officer for written approval of the procedures prior to implementation. The ICCB will meet a minimum of once a year or more often as may be agreed upon by the members in the written procedures and approved by the Contracting Officer.

C.6.2. ICD Revisions. The contractor shall abide by the ICD in the contract as Section J, Attachment 5. Any subsequent changes to the ICD will result from written approval by the ICCB.

C.6.3. ICD Changes. ICCB representatives will be responsible for informing their respective organizations of the prospective changes. The cost for implementing a Change Order will include any costs associated with an ICD change. The TMA representative shall notify the Contracting Officer of any other ICD change that is being considered that may have a cost impact to the contract. The ICD change will not be implemented until directed by the Contracting Officer.

C.7. Military Treatment Facilities (MTF) to TMOP Prescription Transfer Program. The Contractor shall establish a MTF to TMOP Prescription Transfer Program enabling the electronic transfer of MTF prescription refills to the TMOP. Initially, only MTFs which reside in the National Capital Area and in Pensacola, Florida will be eligible to participate in this program. The Contracting Officer may increase the number of participating MTF's by expanding the eligible geographic area. The Contracting Officer shall provide the Contractor a minimum of thirty (30) days advance notification prior to the implementation of the geographic expansion. Prior to implementation of any geographic expansion of this program, the Contracting Officer and the contractor will mutually agree on the milestones and timelines associated with the implementation activities. Prescription refills eligible for transfer shall include only medications on the ESI/DoD agreed upon drug list. The following prescription refill categories shall not be included on the drug list unless determined feasible by both parties:

- Compounds
- Blood Products
- Schedule II Controlled Substances
- Schedule III, IV, V Controlled Substances
- Deployment prescriptions
- Dispense as Written prescriptions
- Acute products
- Unit of use packages

C.7.1. The Contractor will receive both prescription refill transfer and beneficiary profile information through an electronic HIPPA compliant HL7 record format. The Contractor will use the HL7 record to determine if an existing beneficiary profile exists. If a beneficiary profile does not exist, the Contractor will automatically create a profile using the data received on the HL7 record transfer. The HL7 record format shall include all necessary information required to transfer and refill a prescription, including beneficiary telephone number. If the prescriber is not in the TMOP system, the Contractor shall input the prescriber information. If the beneficiary profile already exists, the Contractor will utilize the profile contained within the Contractor's system, with the exception of shipping address and telephone number. The Contractor shall ship the prescription to the address provided in the HL7 record.

C.7.2. Based upon the information received in the HL7 record file, the Contractor will either reject or accept the prescription refill transfer

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request. Once the Contractor has accepted the prescription refill transfer request, the contractor shall place an automated outbound call to the beneficiary at the telephone number provided on the HL7 file indicating the prescription refill transfer request has been accepted at the TMOP. If the Contractor rejects the prescription refill transfer request and the beneficiary associated with the prescription refill transfer request can be identified, the prescription refill transfer request record will be returned to the MTF and an automated outbound call to the telephone number provided on the HL7 file will be placed indicating the prescription refill transfer request has been rejected. All accepted prescription refill transfer requests represent a completed, full prescription transfer to the TMOP and any remaining refills remaining on the transferred prescription refill record are the responsibility of the TMOP. The MTF shall expire prescriptions that are transferred from the MTF pharmacy and accepted by the contractor.

C.7.3. If a transferred prescription refill request encounters a refill too soon edit upon adjudication, the Contractor will hold the prescription refill request until the next available refill date indicated in the refill too soon reject message. Upon the next available refill date, the prescription refill request shall be processed without patient intervention. The beneficiary shall be notified with an automated electronic outbound call, e-mail or letter communication.

C.7.4. The Contractor shall fill all accepted prescription refill transfer requests according to section C.4. Specific Tasks for the Operation of a Mail Order Pharmacy.

**SECTION D  
PACKAGING AND MARKING**

**D.1**

**D.1. Preservation, Packaging and Marking**

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with Federal and State laws pertaining to the shipment of prescription pharmaceuticals.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1**

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

**E.2.** The contractor's standard commercial warranty applies to this contract.

**E.3.** Upon completion of pharmaceutical dispensing services for each option, the contractor shall submit a DD Form 250, Material Inspection and Receiving Report, to the Contracting Officer's Representative for acceptance of services. This acceptance of services applies to, if exercised, CLINs 1001AA, 1001AB, 2001AA, 2001AB, 3001AA, 3001AB, 4001AA, 4001AB, 5001AA and 5001AB.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1**

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

**F.2. Period of Performance**

Contract Phase-in: Date of award through 28 February 2003  
Option Period I: 1 March 2003 - 29 February 2004

If exercised, Options II, III, IV and V will be:

Option Period II: 1 March 2004 - 28 February 2005  
Option Period III: 1 March 2005 - 28 February 2006  
Option Period IV: 1 March 2006 - 28 February 2007  
Option Period V: 1 March 2007 - 29 February 2008

**F.3. Geographic Area of Coverage**

Contract coverage is worldwide. TRICARE Mail Order Pharmacy prescriptions may be mailed to domestic U.S. addresses within the 50 United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa and Saipan. Mail order pharmaceuticals shipped to foreign addresses may only be shipped to APO or FPO addresses and U.S. Embassy addresses. Embassy addresses utilize the District of Columbia zip codes.

**F.4. Reports**

a. All reports shall be submitted electronically in a mutually agreed upon format and in a secure manner to the Government unless otherwise specified. Performance to Sections C.4.2.6, C.4.8.1, and C.4.8.2 will be reported in actual percentages to the nearest whole percent; computation of the percentage will be to one decimal place with conventional rounding for reporting purposes, e.g. 99.5% and greater will be rounded up to 100% and 99.4% or less will be rounded down to 99%. For the purposes of measuring performance at C.4.2.6., those prescriptions received after noon on Friday are deemed to have been received on Monday, except in case of Monday Holidays, in which case receipt is deemed to be Tuesday."

b. Prescription Order Report - The contractor shall report weekly, each Tuesday, for the preceding week, the number of prescription orders received including dispensed, pending and rejected orders. The contractor shall make available additional detail level reporting upon request of the Government to resolve any discrepancies identified in the initial summary level report between the contractor and PDTs. Weekly reports may be submitted not later than Wednesday following no more than ten Monday holidays per calendar year, as identified by the contractor by December 1 for the following calendar year.

c. Standard Reports - The contractor shall list and make available to the Government its standard monthly and quarterly reports normally available to its commercial customers.

d. The contractor shall provide a monthly report by the 10th calendar day of each month which lists the total number of prescriptions received at the MOP and the disposition of all prescriptions, i.e., prescriptions filled, returned to the beneficiary, and reason for return. This report shall also provide aging information for both prescriptions filled and pending prescription orders sorted by aging categories. Aging information (both prescriptions filled and pending prescription orders) shall be separated into two categories; (1) prescriptions not requiring clarification or intervention and, (2) prescriptions requiring

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DELIVERIES OR PERFORMANCE**

clarification or intervention. Prescriptions filled and pending prescription orders aging information for the two categories shall be reported as follows:

1-2 Days      3-4 Days      5-7 Days      8-10 Days      Over 10 Days

e. The contractor shall provide a monthly beneficiary service report detailing telephonic, electronic and hardcopy beneficiary response metrics. The beneficiary service report shall be submitted by the tenth calendar day of each month. It shall list the five issues raised by beneficiaries with the greatest frequency to the contractor's beneficiary service center for the month.

f. Replenishment Reconciliation Report - By the tenth calendar day of each month the contractor shall submit, for the preceding month, a summary report (quantity) by pharmaceutical, by National Drug Code (NDC), and accounting for all dispensed product. Replenishment Reconciliation Reports for periods prior to November 2004 may be reported at the GCN level. The content and format of the report shall be mutually agreed by the government and the contractor.

g. Weekly Transition Status Report - The contractor shall submit a weekly Transition Status Report by the 20th calendar day following contract award through the 180th calendar day after the start of Option Period I.

h. The following deliverables are to be submitted to the Contracting Officer as indicated:

<u>DELIVERABLE</u>	<u>TIMEFRAME</u>
-- Marketing materials	30 days prior to a planned mailing
-- Pre-addressed envelopes	Mailed within 2 days of request
-- Phase-Out Plan	60 days prior to the end of the contract period
-- Start-Up Plan	10 calendar days after contract award

i. Following successful implementation of the Member Choice Center Program (MCC), by the 10<sup>th</sup> calendar day of each month the contractor shall provide reports:

- 1) detailing the contractor's compliance to the requirements set forth in C.4.11.1 and C.4.11.2 for the preceding month, and
- 2) trending the monthly web and MCC conversion activity.

**F.5. Places of Performance:**

1700 North Desert Drive  
Maricopa County  
Tempe, AZ 85281

3001 Priest Drive  
Maricopa County  
Tempe, AZ 85282

7909 S. Hardy Drive, Blg 2  
Maricopa County  
Tempe, AZ 85284 (DoD AAC Code: SD0216)

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6625 West 78th Street (1WQM3)  
Bloomington, MN 55439-0842

767 Electronic Drive  
Horsham, PA 19044-2228

4500 Alexander Blvd. NE  
Albuquerque, NM 87107

(alternate facility)  
3684 Marshall Lane  
Bensalem, PA 19020-5914 (DoD AAC code: SD0209)

**F.6. Delivery of DoD ORDER Insert Letters in accordance with Section C.4.2.2.**

F.6.1. The contractor shall deliver with each prescription shipment, one paper black and white copy of a single-sided DoD Thank You Letter, the content of which shall be furnished to the contractor not later than June 16, 2006. The letter shall be included with each TMOP prescription shipment made July 13, 2006 through October 20, 2006.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1**

**G.1. Calculation of Payment Due**

Upon dispensing a prescription, the contractor will collect the applicable co-pay from the beneficiary. The Government will pay the contractor the net difference between the summed administrative fee and the collected co-pay amounts following adjudication of the claim and submission and acceptance of a TRICARE Encounter Data (TED) record.

**G.2. Administrative Fees (CLINs x001)**

a. PDS will generate TED records based on data submitted to PDS by the contractor. The contractor is responsible for the data submitted. PDS will run various edits to ensure the data has no obvious errors. If errors are identified, the contractor will be notified and required to correct the data. PDS will transmit TED records on a daily basis. If a TED record or voucher is rejected for any reason, the contractor will be notified by PDS and will be required to correct identified errors. PDS generates a TED record for each prescription filled. The contractor shall be paid one administrative fee per TED record. The number of accepted TED records multiplied by the administrative fee determines the amount due the contractor. The Government will deduct co-pay amounts reported on the accepted TED records to determine the net amount due the contractor or Government. The Government shall pay any amount due to the contractor 20 days after acceptance or provisional acceptance of the TED record. Any amounts due to the Government will be offset against future administrative fee payments to the contractor until all monies due are recouped. If, by the end of each month, the Government has not recouped all monies owed, the Government will issue a demand for payment to the contractor for the balance.

b. Internal Control Number (ICN)

The ICN is the unique number assigned by PDS to each prescription record. The ICN will be included in the TED record by PDS and will be returned to the contractor for tracking and audit purposes. This number will be used to identify any records requiring adjustment or cancellation of the TED record submitted to TMA.

c. Determination of Administrative Fee Payment. Payment of administrative fees will be made on the basis of the administrative fee in effect for the contract period in which the contractor first created the voucher for transmission to the Government. For example, if a transaction is originally processed during the first option period, is then rejected, and is resubmitted during the second option period, the administrative fee in effect for the first option period will be paid. The Batch/Voucher Date as defined in TRICARE Systems Manual (TSM) Chapter 2, Section 2.3 will be used to determine the applicable fee. Payment will be made for initial TED submissions only. No payment will be made for adjustments or re-submissions.

**G.2.d, TED Edits:** The objectives set forth in the following subparagraphs describe the PDS requirements under this program. The contractor's responsibilities and liabilities regarding the performance metrics provided in this clause are set forth at contract clause C.4.3.

**G.2.d(1) TED Accuracy - Percent passing Validity Edits.**

The percentages apply to initial submissions, resubmissions and adjustment/cancellation submissions.

Months one through three	90 percent
Months four through six	95 percent
Months seven through nine	98 percent
Months ten and forward	99 percent

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**CONTRACT ADMINISTRATION DATA**

**G.2.d(2) TED Accuracy - Percent passing Provisional Edits.**

The percentages apply to initial submissions, resubmissions and adjustment/cancellation submissions.

Months one through three	70 percent
Months four through six	80 percent
Months seven through nine	90 percent
Months ten and forward	95 percent

**G.2.d(3) TED Timeliness.** All initial submission vouchers shall be transmitted to TMA within eleven (11) calendar days of the process completion date. The completion date on the TED record shall be the date the pharmacy order was processed.

**G.2.d(4) Voucher Timeliness.** Vouchers having TED records (initial submissions, resubmissions, and adjustment/cancellation submissions) that fail validity edits shall be corrected and resubmitted to TMA in accordance with the below standards. The resubmission data shall contain all TEDs rejected on the voucher in question. Upon receipt of corrected contractor data for vouchers having failed final edit, corrected TED records will be submitted to TMA without delay.

95% within 20 calendar days after receipt by contractor  
100% within 30 calendar days after receipt by contractor

**G.2.d(5) TED Accuracy/ Timeliness.** Data corrections required to be made by the contractor for provisionally accepted TEDs shall be submitted by the contractor to be received by TMA following contractor notification as follows:

90% within 60 calendar days  
100% within 90 calendar days

**G.2.d(6) Voucher Accuracy.** Vouchers containing validity edit errors, excluding header rejects, must be accepted by the TED edit system in accordance with the standards listed below.

Each failure of a voucher to pass the edits will be counted in the calculations.

95% within two resubmissions  
100% within three resubmissions

**G.3. Prior Authorization and Medical Necessity Review (CLINs X002, X003, X004)**

The contractor shall submit a DD Form 250, Material Inspection and Receiving Report, for all prior authorizations and medical necessity reviews completed in the preceding month. The Government will make payment 30 days following receipt of a completed and accepted DD 250, in accordance with the payment provisions of this contract.

**G.4. Phase-In and Phase-Out (CLINs 0001 and x006 respectively)**

Payment for phase-in and phase-out activities shall be made on a monthly basis upon submission of a completed and accepted DD Form 250 in accordance with the payment provisions of this contract.

**G.5. Voucher Preparation and Submission**

a. The contractor shall ensure that the voucher header information transmitted to the Government agrees with the associated TED records. If differences exist between the two, the voucher will be rejected as out-of-balance and returned to the contractor via PDTS.

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**CONTRACT ADMINISTRATION DATA**

b. The contractor shall use the Automated Standard Application for Payment (ASAP) Account ID number assigned by the Government in the voucher header or the voucher will be rejected.

c. Voucher acceptance will be based on the contractor meeting the following criteria: Voucher submissions must pass all header edits as specified in TSM Chapter 2, Section 4.1.

d. Upon acceptance of a voucher by the Government, the voucher header and detail amounts become "fixed" data elements in the finance and accounting system for purposes of control and integrity. Corrections or adjustments to reported amounts (Government Paid Dollars) must be accomplished on separate voucher transmissions.

e. The TED system allows for the categorization of claim errors based on the type or classification error failed during the edit process. Edits specified in the TSM, Chapter 2, Section 8.1 Voucher Cost Allocation (VCA) Edits, will be used to determine the propriety of payments. TED records that fail VCA Edits will be "flagged." The contractor will have ninety (90) days to correct the claims "flagged" by the Government. After 90 days, the Government will issue a demand letter requiring resolution or reimbursement for all pharmaceuticals identified by TED as edit failures. The contractor will have thirty (30) days to respond if a TED record(s) in question cannot be corrected. If resolution cannot be reached, the Government will recoup the total dollar amount of the dispensed pharmaceuticals and any associated administrative fees paid to the contractor in accordance with the Government property provisions of the contract.

f. The contractor shall not have any recourse against TRICARE beneficiaries for monies recouped from the contractor by the Contracting Officer without the prior approval of the Contracting Officer.

g. These procedures only apply to "flagged" edit failures as specified in the TSM Manual.

**G.6. Contract Administration.** Contract administration will be performed by the Contract Management Division, TRICARE Management Activity or as delegated to other Government agencies by the Contracting Officer. The following individuals will be the Government points of contact during the performance of this contract.

a. Contracting Officer: The Contracting Officer is responsible for administration of this contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of this contract, including deviation from Section C.

b. Contracting Officer's Representative: The Contracting Officer will designate an individual to act as the Contracting Officer's Representative (COR). The COR does not have the authority to act on behalf of the Contracting Officer beyond his or her specific written delegation of authority. The COR does not have the authority to change contract requirements.

**G.7. Remittance Address:**

Express Scripts, Inc.  
21653 Network Place  
Chicago, IL 60670-1216

**G.8. Electronic Funds Transfer Information:**

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BankOne  
 One BankOne Plaza  
 Chicago, IL  
 Routing Transit number = [REDACTED]  
 Checking Account Number = [REDACTED]

**G.9. Summary Funding Information**

**G.9.1.** Accounting and Appropriation Data - Funding obligated by Modification P00069, as detailed in the following table:

SLIN	Accounting and Appropriation Data	Commitment PR	FY
5011AD	9708080130.1889	[REDACTED]	FY08
5011AE	9708080130.1889	[REDACTED]	FY08
5011AF	9708080130.1889	[REDACTED]	FY08
	Total Obligated by P00069		

**G.9.2.** Total Contract Funding Obligated Award through th P00069(exclusive of funds provided on Delivery orders) = [REDACTED]

**G.10** Procedure for Annual Settlement of Unreplenished Pharmaceuticals and Supplies: Within 120 calendar days of completion of each Option exercised under this contract, the contractor shall provide to the government a report of the quantity of unreplenished pharmaceuticals and supplies from performance of the previous Option. This report will state the ending balances of all quantities of pharmaceuticals and supplies that are not replenishable because they can no longer be dispensed due to manufacturer discontinuance or for reasons approved or directed by the Government. Ending balances for replenishable pharmaceuticals and supplies will be carried forward to the next Option exercised, if any. The Government will reimburse the contractor for the value of all unreplenishable pharmaceuticals and supplies. Following the last Option exercised under this contract, the Government will reimburse the contractor for all ending balances of pharmaceuticals and supplies under this contract. All reimbursements will be in a form mutually agreed to by the government and the contractor.

**G.11.** The procedure for application of Liquidated Damages (reference contract section H.3) is as follows: The Contracting Officer will determine the allocation of funds received and adjust the price of affected contract line items on a case-by-case basis.

**G. 12.** Monthly invoices for CLIN 4010 services, using a DD Form 250, will be submitted to the COR on the 30<sup>th</sup> of each month for the duration of the performance period.

**G.12.1.** Invoices for SLIN 4010AA will reflect three (3) equal installments of \$8,787.00. The first invoice will be submitted on August 30, 2006. The first Quality Assurance report will accompany the first invoice and will reflect activity for the period July 13, 2006 through August 25, 2006. All subsequent invoices will include Quality Assurance activity through the third Friday of the month.

**G.12.2.** Monthly invoices for SLIN 4010AB services will be submitted to the COR for approval not later than the 30<sup>th</sup> day each month in which a Government Directed Revision is implemented.

**G.13.** Invoices for CLIN 5011 Member Choice Center Program (MCC) services may be submitted to the COR using a DD Form 250, as follows:

**G.13.1.** SLIN 5011AA MCC Implementation: TRICARE Management Activity (TMA) letter mumber 00847, dated January 24, 2008, authorized an interim payment of [REDACTED] for implementation costs. The contractor may

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**CONTRACT ADMINISTRATION DATA**

invoice for any remaining implementation costs upon definitization of MCC change order P00055.

G.13.2. The contractor is authorized to submit an invoice for interim payment based on TMA le 00847, dated January 24, 2008 for SLIN e amount of (b)(4) and SLIN 5011AC in the amount of (b)(4). Upon defin the MCC change order, the contractor may submit invoices on a monthly basis for work performed under SLINs 5011AB and 5011AC. Invoices, to include the interim payment, shall be supported by a conversion file of billable transactions.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1**

**H.1.1. Other Clinical Services.** As opportunities to improve the clinical management of drug therapy are identified, the Governemetn may issue change orders to the contractor to perform additional clinical services including drug utilization review, therapeutic substitution, step therapy, or disease state management.

**H.2. Financial Incentive for Customer Service**

a. The Government will assess customer satisfaction by conducting a quarterly telephone survey of TRICARE Mail Order Pharmacy (TMOP) users. The survey will be conducted immediately at the close of each quarter and will ask beneficiaries about their satisfaction with the TMOP program throughout the entire quarter. A randomly selected sample of beneficiaries who used the TMOP in the preceding quarter will be generated by PDTS. This sample will be provided to the contractor in a Microsoft Excel format so that the contractor can provide phone numbers for those beneficiaries. The Government will then conduct the survey. The survey will always contain the following question, which will be the basis of the incentive award:

Considering all of your experiences with the TRICARE Mail Order Pharmacy program during the past three months, how satisfied were you with the overall program?

Responses will be scored on 7-point scale with the following meaning:

- 1 = completely dissatisfied
- 2 = very dissatisfied
- 3 = somewhat dissatisfied
- 4 = neither satisfied nor dissatisfied
- 5 = somewhat satisfied
- 6 = very satisfied
- 7 = completely satisfied.

b. For the purposes of the incentive award any respondent answering the question with a 5, 6, or 7 will be considered to be a satisfied customer. The incentive award will be based upon the percentage of respondents that are satisfied and will be payable when the contractor achieves a minimum customer satisfaction level of 90%.

c. The incentive pool will not roll over into, or in any way be added to, any subsequent exercised option years. The quarterly incentive amount is available for payment following each quarterly survey. For example, if the contractor achieves a customer satisfaction rating of 92% during a given quarter, an incentive of (b)(4) would be paid. If in the following quarter, the contractor achieved a rating of 95%, an incentive of (b)(4) would be paid. The contractor must hit a minimum of the specified satisfaction level to earn the corresponding incentive without rounding.

% unt

(b)(4)

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

d. The Government will complete the survey of beneficiaries and provide the results to the contractor within 60 calendar days following the end of each quarter. If the contractor has earned an incentive payment for the quarter, the contractor shall submit an invoice to the Contracting Officer for payment in accordance with the above schedule.

**H.3. Liquidated Damages**

a. If the Contractor's monthly performance fails to meet the requirement of Section C.4.2.6 of this contract that 95% of non-intervention prescriptions be shipped within 2 calendar days of receipt, the Contractor shall, in place of (b)(4) ges, pay to the Government liquidated damages in the amount of

b. If the Contractor's monthly performance fails to meet the requirements of Section C.4.2.6 of this contract that:

- 100% of non-intervention prescriptions be shipped within 4 calendar days
- 100% of intervention prescriptions be shipped within 7 calendar days
- 100% of prescriptions to be returned are returned within 7 calendar

the Contractor shall, in place of actual damages, pay the Government liquidated damages as set forth below. Performance to these section C.4.2.6. standards will be measured and reported monthly in accordance with Section F.4. For each month any of these section C.4.2.6 Standards are not met, liquidated damages will be calculated for each standard not met and included on the monthly report. In calculating liquidated damages, all prescriptions not meeting a given standard will be subject to liquidated damages.

Calendar Days After Prescription Receipt	Liquidated Damages Amounts for Each Non-Intervention Prescription Shipped After 4	Liquidated Damages Amounts for Each Intervention Prescription Shipped After 7	Liquidated Damages Amounts for Each Prescription Returned After 7 Days
5 days			
6 days			
7 days			
8 days			
9 days			
10 days			
11 days			
12 days			
13 days			
14 days		(b)(4)	
15 days			
16 days			
17 days			
18 days			
19 days			
20 days			
21 days			
22 days			
> 22 days			

c. If the Contractor's monthly performance (quarterly performance for C.4.8.3) fails to meet the requirements of Section C.4.8 of this contract, the Contractor shall, in place of actual damages, pay to the Government Liquidated damages as **MDA906-02-C-0013**

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set forth below. Performance standards at section C.4.8.1 and C.4.8.2 will be measured and reported monthly in accordance with Section F.4. Performance to section C.4.8.3 will be based on the results of the Government's quarterly survey at contract section H.2. For each period any of the section C.4.8 standards are not met, liquidated damages will be calculated for each standard not met and submitted with supporting documentation in mutually agreed format concurrent with the monthly report.

Contract Section	Requirement	Liquidated Damages Amount for Each 1% Deviation
C.4.8.1.1 Call Waiting Time		(b)(4)
C.4.8.1.1 Transfer to Representative		
C.4.8.1.4 Call Abandonment		
C.4.8.1.5 Blocked Call		
C.4.8.1.6 Call Resolution		
C.4.8.1.6 Call Resolution		
C.4.8.2 Electronic Correspondence		
C.4.8.2 Written Correspondence		
C.4.8.3. Beneficiary Satisfaction		

d. All liquidated damages, if any, will be aggregated and paid quarterly within 30 days of the end of each quarter of each option period beginning with Option Year 3. In no event shall the Contractor be required to pay in excess of \$500,000 in liquidated damages for any option period. The Contractor will not be charged with liquidated damages for any delay in performance that is beyond the control and without the fault or negligence of the Contractor, as defined in contract clause I.90 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE).

e. Notwithstanding the provisions contained in 52.249-8(b) incorporated in Section I.98, if the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor shall only be liable for liquidated damages, if any, accrued on prescription shipped prior to the termination of the contract. The Accrual of liquidated damages in all cases shall be based on a full calendar month of performance. The Contractor shall not be liable for liquidated damages in the month the contract is terminated for default, unless the last day of performance coincides with the last day of the month.

SECTION I  
CONTRACT CLAUSES

**I.1**

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

(Reference 52.107(b))

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/far/>    <http://farsite.hill.af.mil/>

(End of clause)

**I.2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

(Reference 201.602-70)

**I.3 52.202-1 DEFINITIONS (DEC 2001)**

(Reference 2.201)

**I.4 52.203-3 GRATUITIES (APR 1984)**

(Reference 3.202)

**I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

(Reference 3.404)

**I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

(Reference 3.503-2)

**I.7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Reference 3.502-3)

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

(Reference 3.104-9(a))

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

(Reference 3.104-9)

**I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

(Reference 3.808)

**I.11 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MARCH 1999)**

(Reference 203.570-5)

**I.12 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)**

(Reference 203.7002)

**I.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

(Reference 4.303)

**I.14 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(Reference 204.404-70)

**I.15 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)**

(Reference 204.404-70)

**I.16 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)**

(Reference 204.7304)

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**I.17 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)**

(Reference 205.470-2)

**I.18 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

(Reference 9.409)

**I.19 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)**

(Reference 209.103-70)

**I.20 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY. (MAR 1998)**

(Reference 209.409)

**I.21 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

(Reference 11.604)

**I.22 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)**

(Reference 15.209)

**I.23 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**

(Reference 15.209)

**I.24 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

(Reference 15.408)

**I.25 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**

(Reference 15.408)

**I.26 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (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 (DEC 1998)**

(Reference 15.408)

**I.29 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)**

(Reference 15.408(j))

**I.30 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**

(Reference 15.408)

**I.31 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)**

(Reference 215.408)

**I.32 52.216-21 REQUIREMENTS (OCT 1995)**

**(Reference 16.506)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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CONTRACT CLAUSES**

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 31, 2009.

(End of Clause)

**I.33 (Reserved)**

**I.34 (Reserved)**

**I.35 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**  
(Reference 19.708)

**I.36 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (April 2008)--ALTERNATE II (OCT 2001)**  
(Reference 19.708(b))

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

**I.38 52.222-3 CONVICT LABOR (AUG 1996)**  
(Reference 22.202)

**I.39 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**  
(Reference 22.810)

**I.40 52.222-26 EQUAL OPPORTUNITY (APR 2002)**  
(Reference 22.810(e))

**I.41 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. [Dec 2001]**  
(Reference 22.1308(a)(1))

**I.42 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**  
(Reference 22.1408)

**I.43 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**  
(Reference 22.1310(b))

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- I.44 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**  
(Reference 23.505)
- I.45 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**  
(Reference 23.907)
- I.46 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)**  
(Reference 223.570-4)
- I.47 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**  
(Reference 24.104)
- I.48 52.224-2 PRIVACY ACT (APR 1984)**  
(Reference 24.104)
- I.49 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)**  
(Reference 25.1103)
- I.50 52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)**  
(Reference 25.1103)
- I.51 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)**  
(Reference 225.7203)
- I.52 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)**  
(Reference 225.770-5)
- I.53 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**  
(Reference 27.201-2)
- I.54 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**  
(Reference 27.202-2)
- I.55 52.227-3 PATENT INDEMNITY (APR 1984)**  
(Reference 27.203-1)
- I.56 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)**  
(Reference 27.409)
- I.57 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)**  
(Reference 29.401-3)
- I.58 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)**  
(Reference 30.201-4)
- I.59 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)**  
(Reference 30.201-4)
- I.60 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)**  
(Reference 30.201-4)
- I.61 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**  
(Reference 231.100-70)
- I.62 52.232-1 PAYMENTS (APR 1984)**  
(Reference 32.111)
- I.63 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**

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(Reference 32.111(c)(1))

**I.64 52.232-11 EXTRAS (APR 1984)**

(Reference 32.111)

**I.65 52.232-17 INTEREST (JUNE 1996)**

(Reference 32.617)

**I.66 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

(Reference 32.705-1(a))

**I.67 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

(Reference 32.705-1)

Funds are not presently available for performance under this contract beyond September 30, 2008. 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 September 30, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**I.68 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

(Reference 32.806)

**I.69 52.232-25 PROMPT PAYMENT (FEB 2002)**

(Reference 32.908(c))

**I.70 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(Reference 32.1110)

(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.*

(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 no later than 15 days prior to submission of the first request for payment. 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

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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

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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.

(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.

(End of clause)

**I.71 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)**  
(Reference 33.215)

**I.72 52.233-3 PROTEST AFTER AWARD (AUG 1996)**  
(Reference 33.106)

**I.73 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**  
(Reference 37.110)

**I.74 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)**  
(Reference 37.403)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier for an amount not less than the following amount(s) per specialty per occurrence: (b)(4)

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

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(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of Clause)

**I.75 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**  
(Reference 39.107)

**I.76 52.242-13 BANKRUPTCY (JUL 1995)**  
(Reference 42.903)

**I.77 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**  
(Reference 242.570)

**I.78 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)**  
(Reference 242.7204)

**I.79 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)**  
(Reference 43.205)

**I.80 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**  
(Reference 43.107)

(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 subparagraph 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 10 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

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contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (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 10 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 subparagraphs (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

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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 paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

**I.81 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**  
(Reference 243.205-70)

**I.82 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**  
(Reference 243.205-71)

**I.83 52.244-2 SUBCONTRACTS (AUG 1998)**  
(Reference 44.204)

**I.84 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**  
(Reference 44.204)

**I.85 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (May 2002)**  
(Reference 44.403)

**I.86 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)**  
(Reference 45.106)

**I.87 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**  
(Reference 245.505-14)

**I.88 52.248-1 VALUE ENGINEERING (FEB 2000)**  
(Reference 48.201)

**I.89 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**  
(Reference 49.502)

**I.90 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**  
(Reference 49.504)

**I.91 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**  
(Reference 53-111)

**I.92 52.210-9000 AVAILABILITY OF DOCUMENTS (DECEMBER 2000)**  
(Reference TAM 11.204(e)(i))

AVAILABILITY OF DOCUMENTS (DECEMBER 2000) All pertinent documents and attachments which do not accompany the solicitation but are incorporated by reference may be obtained upon written request to, or examined in, the Contract Management Directorate, Contract Acquisition Branch, Aurora, Colorado. Telephone: (303) 676-3652 Facsimile: (303) 676-3987 (End of Provision)

**I.93 52.210-9001 AVAILABILITY OF REGULATIONS (DECEMBER 2000)**  
(Reference TAM 11.204(e)(ii))

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AVAILABILITY OF REGULATIONS (DECEMBER 2000) Copies of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) may be purchased from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or viewed on the Worldwide Web at [http://www.arnet.gov/far/\(GSA FAR\)](http://www.arnet.gov/far/(GSA FAR)) or [http://www.farsite.hill.af.mil/\(Air Force FAR Site\)](http://www.farsite.hill.af.mil/(Air Force FAR Site)). (End of Provision)

**I.94 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(Reference 15.408(k))

(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).

(End of clause)

**I.95 52.216-18 ORDERING (OCT 1995)**

(Reference 16.506(a))

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through July 31, 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.96 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

(Reference 17.208(f))

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 120 days of contract expiration date.

(End of clause)

**I.97 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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(Reference 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of contract expiration date provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

**I.97 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 1 day of contract expiration date provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 23 months

(End of clause)

**I.98 FAR 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)**

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than February 22, 2008. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

**I.99 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

(a) In performing this contract, the Contractor is authorized to make expenditures or incur obligations exceeding (b)(4) dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is (b)(4) dollars.

**I.100 DOD FAR SUP 252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)**

(a) A Fixed-Priced Requirements Contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

(1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action,

(2) all clauses required by law on the date of execution of the definitive contract action, and

(3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price proposal and cost or pricing data supporting its proposal.

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(b) The schedule for definitizing this contract is as follows:

(i.) Date for submission of the contractor's price proposal, required cost or pricing data, and subcontracting plan: April 4, 2008

(ii.) Date for start of negotiations: July 17, 2008

(iii.) Target date for definitization: August 17, 2008

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

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract shall be a negotiated fixed price in no event to exceed

(b)(4)

(End P00070)

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

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**  
(Reference 3.404)

**I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**  
(Reference 3.503-2)

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- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)
- I.6 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
(Reference 204.404-70)
- I.7 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  
(DEC 1991)  
(Reference 205.470)
- I.8 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE  
GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)  
(Reference 209.409)
- I.9 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
(Reference 23.906)
- I.10 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)  
(Reference 25.1103)
- I.11 252.225-7026 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM IRAQ OR  
AFGHANISTAN (SEP 2008)  
(Reference 225.7703-5)
- I.12 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)  
(Reference 225.7605)
- I.13 52.232-1 PAYMENTS (APR 1984)  
(Reference 32.111)
- I.14 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
(Reference 33.106)
- I.15 252.242-7000 {252.242-7000} [RESERVED]  
(Reference)
- I.16 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)  
(Reference 242.7204)
- I.17 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)  
(Reference 43.205)
- I.18 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
(Reference 243.205-71)
- I.19 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)  
(Reference 44.403)

**SECTION J**  
**LIST OF ATTACHMENTS**

J.1.

Attachments to Section C

- Attachment 1    Definitions (4 Pages)
- Attachment 2    Records Mangement (22 Pages)
- Attachment 3    List of Web sites (1 Page)
- Attachment 4    Interim Approval to Operate (IATO) Process  
Fore TRICARE Mail Order Pharmacy (101 Pages)
- Attachment 5    Standard Unique Health Identifier for Health Care Providers Final Rule (6 Pages)
- Attachment 6    TMOP Pharmacy Data Transaction Service (PDTs) Interface Contraol Document (ICD), Dated  
26 September 2007 (145 Pages)
- Attachment 7.    TRICARE Systems Manual 7950.1-M, Change 66 (TSM66), Dated September 22,  
2008, Chapter 2, Sections 2.2, 2.7, 5.3, and 6.3.

J.2.

The following contract Management Plans, as contained in its proposal dated June 27, 2002, are hereby incorporated:

- Attachment 1    Fraud and Abuse Detection Plan (11 Pages)
- Attachment 2    Quality Control Plan (12 Pages)
- Attachment 3    Disaster Recovery Plan (12 Pages)
- Attachment 4    Transition Plan (26 Pages) (Revised at P00010)
- Attachment 5    Small Business Subcontracting Plan, dated 07/25/2006 (As incorporated by P00042)

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**LIST OF ATTACHMENTS**

**USER NOTE:**

Due to the limitations of the COMPRIZON system at date of award,

- The table of contents following Section B
- Any pages containing Section I clauses after **I.97 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) . . .** (End of Clause)
- This page
- Any pages that follow this page, and
- Any blank page(s)

that may print from COMPRIZON **ARE NOT PART OF THE CONTRACT FILE.** Pagenation of this document may not therefore match the Official Contract File. A true copy of the Official Contract File for this contract can be obtained from the contracting officer.

K25 - 10 Sep 02